

# TelCove

## Ethernet Service Agreement


This Ethernet Service Agreement ("Service Agreement") between ADS Netcurve ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Node	Site	Customer NPA/NXX	PAC/PORT/VLAN	Term	Non-Recurring Charge / Install	Monthly Recurring Charge
1	111 West Washington, Louisville, KY 40202	502-583	6MB PAC	3 Yr.	\$1000.00**	\$468.00
<b>Totals*</b>					<b>\$1000.00**</b>	<b>\$468.00</b>

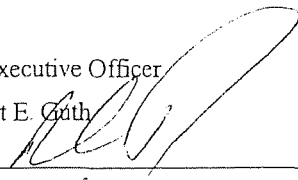
- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- \*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

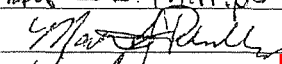
### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: ADS Netcurve \_\_\_\_\_ X Signature:   
 State of Organization/Incorporation: KY \_\_\_\_\_ Name: Christopher P. O'Bryan  
 Customer Address: 124 North First Street \_\_\_\_\_ Title: CTO  
 Customer Billing Telephone Numbers: \_\_\_\_\_ Date: 4-28-06  
502-228-3396

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth   
 Signature: \_\_\_\_\_  
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Mark J. Phillips  
 Signature:   
 Date: 7/28/06

AE Bob Kessinger

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
 RECEIVED  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.



10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

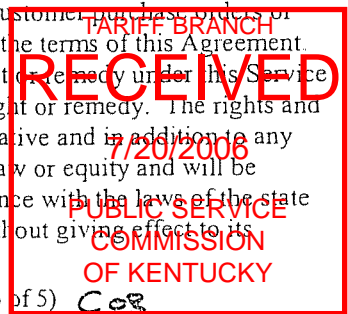
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer notices, orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. \*\*\*\*



**TELCOVE ETHERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission or Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
  - (i) *Example:* Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU)  
 \*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





## Additional Terms and Conditions

### 1. TERM.

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

### 2. DEFINITIONS.

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (*i.e.* dial-up) basis.

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (*i.e.* dial-up) basis.

### 3. SCOPE OF INTERNET SERVICES.

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

#### 3.3 Customer's Obligations and Covenants.

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement: TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee: If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below; provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (*i.e.* individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

#### 4. PRICING, PAYMENT AND BILLING.

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer, or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

#### 4.6 Disputes.

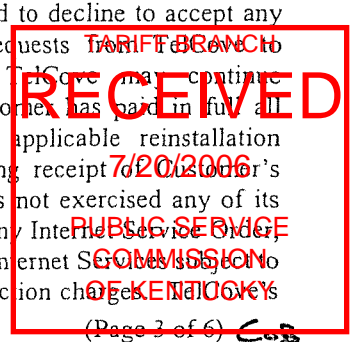
(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

#### 5. SUSPENSION.

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests for service until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Service subject to Customer's payment of any reconnection charges.





suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services.

6. COLLECTIONS.

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION.

7.1 Termination for Non-Payment. In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach. In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival. All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder).

7.4 Termination Liability. If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISCLAIMER OF WARRANTIES.

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY.

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION.

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, directors, officers, and agents from and against all demands, actions, causes of actions, damages, liabilities,



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of:

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users ;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE.

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT.

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS.

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties.

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

\*\*\*\*



**Exhibit A**  
**Measurement of Service Level Agreement Credit (per billing period)**

**Network Availability**

Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
 Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





Voice Over Internet Protocol Services Agreement

This Voice Over Internet Protocol Services Agreement ("Agreement") between ADS Netcurve ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of voice over Internet protocol ("VOIP") services (the "Service(s)"). This Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity if Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include Premium Enterprise VoIP Station, Calling Name Delivery, FCC Federal Charge, and a Total row.

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
\*\*Installation Costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: ADS Netcurve
Signature: Christopher P. O'Bryan
State of Organization/Incorporation: KY
Name: Christopher P. O'Bryan
Customer Address: 124 North First Street
Title: CTO
Customer Billing Telephone Numbers: 502-228-3396
Date: 4-28-06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Signature]
Date: 6-12-06
General Manager Approval of Business Terms
Name:
Signature:
Date:

AE Bob Kessinger

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that: a) such use does not interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; b) such use does not impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff; or c) Customer may not use the Service for outbound call center (or similar enterprise), 900/976 based or other information or entertainment services, telemarketing, autodialing, continuous or extensive call forwarding, fax broadcast, or fax "blasting." TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s). TelCove reserves the right to immediately terminate the Service if TelCove determines, in its sole discretion, that the Customer has violated this provision, or any other provision as stated herein.

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a

valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges, provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement.

8. **Emergency Services (911; E-911).** PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES AND AGREES TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO 911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR e911 CALLS.

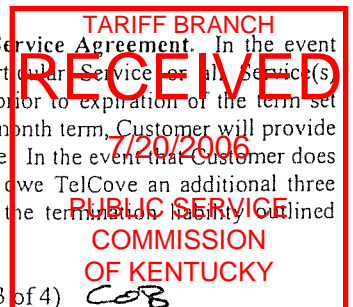
In particular, please note that Customer will not be able to place traditional wireline 911 or e911 calls with this VOIP service:

- In the event of a power outage;
- In the event of a loss of connectivity to the internet;
- In the event Customer uses the phone at a location other than the established fixed, primary location as determined by TelCove's service records (commonly known as "nomadic" use).

Customer acknowledges that TelCove has advised that the service does not support traditional wireline 911 or e911 in these instances. Customer agrees to advise all individuals of this limitation who may have occasion to place calls using this Service.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its

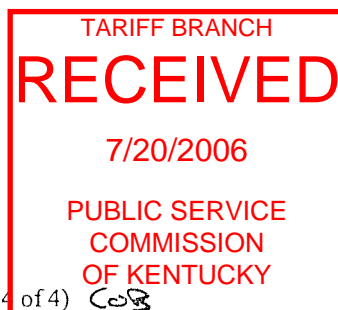
employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TELCOVE DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR AT ANY MINIMUM SPEEDS.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. \*\*\*



**VOICE OVER INTERNET PROTOCOL  
ACKNOWLEDGMENT**

PURSUANT TO FCC REGULATIONS, THIS DOCUMENT MUST BE READ AND SIGNED PRIOR TO THE PROVISION OF SERVICE, WITHOUT EXCEPTION.

**PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY.**

BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF THE SERVICE WITH REGARD TO 911/E911 EMERGENCY DIALING SERVICE, AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL WIRELINE 911 OR E911 CALLS.

**In particular, please note that you will not be able to place traditional wireline 911 or e911 calls with this VOIP Service:**

- In the event of a power outage;
- In the event of a loss of connectivity to the internet;
- In the event you are using the phone at a location other than your fixed, primary location as determined by TelCove's service records (commonly known as "nomadic" use).

You acknowledge that we have told you that the VOIP Service does not support traditional wireline 911 or e911 in these instances. You agree to advise all individuals of this limitation who may have occasion to place calls using this VOIP Service.

BY SIGNING IN THE SPACE PROVIDED BELOW, YOU ACKNOWLEDGE RECEIPT OF THIS NOTICE AND YOUR UNDERSTANDING OF THE INFORMATION CONTAINED HEREIN.

TelCove may not provide you with VOIP Service unless and until this signed acknowledgment is received.

CUSTOMER: **ADS Netcurve**

By: 

Name: Christopher P. O'Bryan

Title: CTO

Date: 4-28-06





Voice Service Agreement

This Service Agreement ("Service Agreement") between Ameriprise Financial ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity if Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include Business Line FR, Hunting / Rollover, Additional Listing, Federal Line Charge, Inter State LD, Intra State LD, and a Total row.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein.

Customer's Legal Name: Ameriprise Financial
State of Organization/Incorporation: Kentucky
Customer Address: 806 Stone Creek Pkwy, LSVL, KY 40223
Customer Billing Telephone Numbers: 502-412-4050

Signature: [Handwritten Signature]
Name: Dean H Donohue
Title: Sr. Financial Adv/owner
Date: 4/12/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 5/4/06

General Manager Approval of Business Terms
Name: [Handwritten Signature]
Signature: [Handwritten Signature]
Date: 4/12/06

AC: Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
7/20/2006
PUBLIC SERVICE COMMISSION OF KENTUCKY



**Additional Terms and Conditions**

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges, provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party, c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Internet Services Agreement

This Internet Services Agreement ("ISA") between Ameriprise Financial ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Row 1: 1, DSI Managed Service (256K), 12 months, 0.00, 0.00, 185.00, 185.00. Row 2: Renewal Account Number 2001101208154604. Row 3: Total\* \$0.00, \$185.00.

\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Ameriprise Financial
State of Organization/Incorporation: Kentucky
Customer Address: 806 Stone Creek Pkwy, LSVL, KY 40223
Customer Billing Telephone Numbers:

Signature: [Handwritten Signature]
Name: Dean M. Donohue
Title: Sr. Fin. Advisor/owner
Date: 4/12/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 5/14/06

General Manager Approval of Business Terms
Name: [Handwritten Name]
Signature: [Handwritten Signature]
Date: 4/21/06

AC \_\_\_ Misty L Parsons \_\_\_

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



**Additional Terms and Conditions**

1. TERM

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

2. DEFINITIONS

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis.

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (i.e. dial-up) basis.

3. SCOPE OF INTERNET SERVICES

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

3.3 Customer's Obligations and Covenants

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement: TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee: If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below, provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

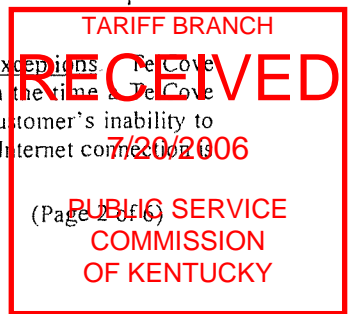
(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

#### 4. PRICING, PAYMENT AND BILLING.

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes")

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer, or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

#### 4.6 Disputes

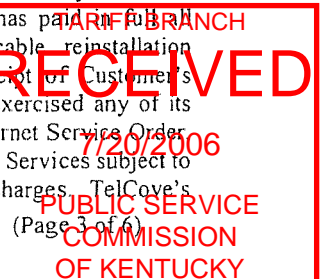
(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

#### 5. SUSPENSION.

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from TelCove to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's



suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services.

6. COLLECTIONS

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION

7.1 Termination for Non-Payment In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder)

7.4 Termination Liability If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

10. DISCLAIMER OF WARRANTIES

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES

11. INTELLECTUAL PROPERTY.

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION.

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities,



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of:

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users ;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties.

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

\*\*\*\*



**Exhibit A**  
**Measurement of Service Level Agreement Credit (per billing period)**

**Network Availability**

Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





# Tel ove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between B & B Electric ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)") This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table

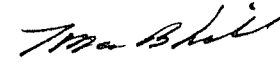
Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN-PRI	24 Months	\$0 00	\$0 00	\$450 00	\$450 00
2	BUSINESS LINES FR	24 Months	\$0 00	\$0 00	\$20 00	\$40 00
5	DID 20 NUMBER BLOCKS	24 Months	\$0 00	\$0 00	\$8 00	\$40 00
7	FEDERAL LINE CHARGE	24 Months	\$0 00	\$0 00	\$9 20	\$64 40
	Renewal Account #					
	100-590-0197					
		Total*		\$0 00		\$594 40

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

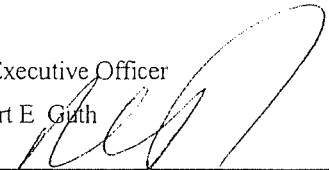
### Customer Information & Approval:

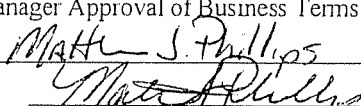
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: B & B Electric  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 1460 Sunshine LN., Lexington, KY 40505  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
859-252-5604

Signature: ✓   
 Name: L. Wade Baer Hill  
 Title: President  
 Date: 5/17/06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Matthew S. Phillips  
 Signature:   
 Date: 5/17/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY  
 (Page 1 of 3)

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month tariff, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term

12 **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13 **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14 **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15 **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16 **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17 **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18 **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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# Tel ove

## *Internet Services Agreement*

This Internet Services Agreement ("ISA") between B & B Electric ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	512K Non-Managed ISP	24 Months	\$0.00	\$0.00	\$250.00	\$250.00
	Renewal Account #					
	2001080201089273					
		Total*		\$0.00		\$250.00

\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

### Customer Information & Approval

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: B & B Electric Signature: ✓ *[Signature]*  
 State of Organization/Incorporation: Kentucky Name: L. Mac Branch  
 Customer Address: 1460 Sunshine LN., Lexington, KY 40505 Title: President  
 Customer Billing Telephone Numbers: \_\_\_\_\_ Date: 5/17/06  
859-252-5604

#### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: *[Signature]*  
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Matthew S. Phillips  
 Signature: *[Signature]*  
 Date: 5/17/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

Additional Terms and Conditions

1. TERM

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

2. DEFINITIONS

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis.

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (i.e. dial-up) basis.

3. SCOPE OF INTERNET SERVICES

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

3.3 Customer's Obligations and Covenants

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement: TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee: If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below, provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

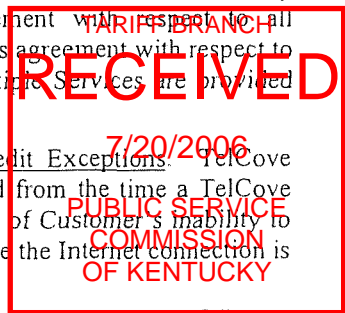
(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data SLA Service Credits shall not be issued where the service is unavailable as a result of

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

#### 4. PRICING, PAYMENT AND BILLING

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer; or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

#### 4.6 Disputes

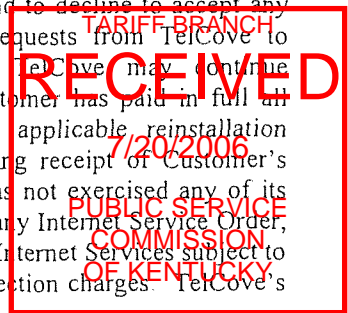
(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

#### 5. SUSPENSION

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from TelCove to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's



suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services

6. COLLECTIONS.

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION.

7.1 Termination for Non-Payment. In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach. In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival. All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder).

7.4 Termination Liability. If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISCLAIMER OF WARRANTIES.

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY.

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION.

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities,



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of:

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users ;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE.

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT.

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS.

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

\*\*\*\*





**Exhibit A**  
Measurement of Service Level Agreement Credit (per billing period)

**Network Availability**

Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
 Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime ( <u>e.g.</u> downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

\*\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





Voice Service Agreement

This Service Agreement ("Service Agreement") between Ball Homes, LLC ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity if Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include ISDN PRI, Business Line FR, DID 100 No. Block, DID 20 No. Block, Additional Listing, Federal Line Charge, Inter State LD, and Intra State LD. Total\* row shows \$0.00 for installation and \$810.40 for recurring costs.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Ball Homes, LLC
State of Organization/Incorporation: Kentucky
Customer Address: 3609 Walden Dr, LXTN, KY 40502
Customer Billing Telephone Numbers:

Signature: Brandon Buffin
Name: Brandon Buffin
Title: Systems Administrator
Date: 4/18/06

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 5-15-06

TelCove Approval:

General Manager Approval of Business Terms
Name: [Handwritten Name]
Signature: [Handwritten Signature]
Date: 4/21/06

AC\_Darla Quillen\_

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1 5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

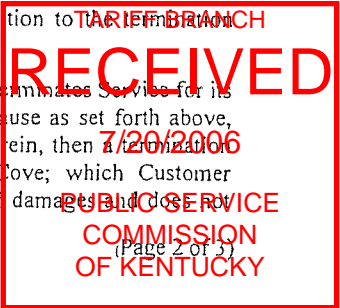
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Voice Service Agreement

This Service Agreement ("Service Agreement") between Ball Homes, LLC ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity if Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include ISDN PRI, DID 100 No. Block, DID 20 No. Block, Federal Line Charge, and a Total\* row.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein.

Customer's Legal Name: Ball Homes, LLC
State of Organization/Incorporation: Kentucky
Customer Address: 9931 Forest Green Blvd, LSVL, KY 40223
Customer Billing Telephone Numbers:

Signature: Brandon Buffin
Name: Brandon Buffin
Title: Systems Administrator
Date: 4/18/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Signature]
Date: 5/4/06

General Manager Approval of Business Terms
Name: [Signature]
Signature: [Signature]
Date: 4/21/06

AC\_Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
7/20/2006
PUBLIC SERVICE COMMISSION OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network, or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 15% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

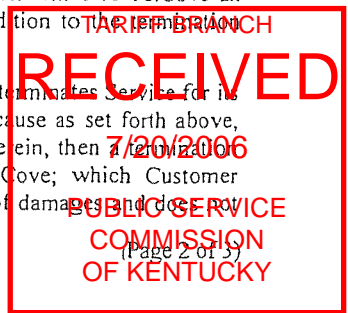
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service, f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Bill Doran Co Wholesale Florist ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
10	Business Line FR	24 months	0.00	0.00	22.00	220.00
7	Hunting / Rollover	24 months	0.00	0.00	4.00	28.00
	Renewal Account Number					
	100-585-1480					
		Total*		\$0.00		\$248.00

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Bill Doran Co. Wholesale Florist  
State of Organization/Incorporation: Kentucky  
Customer Address: 634 S 8<sup>th</sup> St, LSVL, KY 40201  
Customer Billing Telephone Numbers: (502) 582-1881

Signature: [Handwritten Signature]  
Name: Tammy Hawks  
Title: IT Manager  
Date: 6-5-06

**TelCove Approval:**

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature: [Handwritten Signature]  
Date: 6/20/06

General Manager Approval of Business Terms  
Name: Math S Phillips  
Signature: [Handwritten Signature]  
Date: 6/5/06

AC Misty L Parsons

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel





**Additional Terms and Conditions**

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

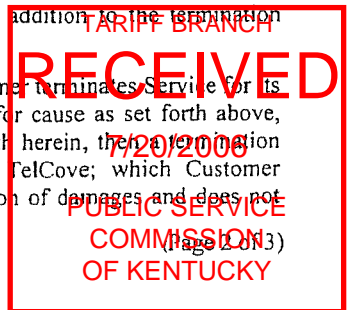
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, the termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Internet Services Agreement

This Internet Services Agreement ("ISA") between Bill Doran Co. Wholesale Florist ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Row 1: 1, DS1 Managed Internet (128K), 24 months, 0.00, 0.00, 129.00, 129.00. Total row: Total\*, \$0.00, \$129.00.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Bill Doran Co. Wholesale Florist
State of Organization/Incorporation: Kentucky
Customer Address: 634 S 8th St. LSVL, KY 40201
Customer Billing Telephone Numbers:

Signature: [Handwritten Signature]
Name: Tammy Hawks
Title: IT Manager
Date: 6-5-06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 6/20/06

General Manager Approval of Business Terms
Name: Matt S. Phillips
Signature: [Handwritten Signature]
Date: 6/15/06

AC \_\_\_ Misty L. Parsons \_\_\_

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the ISA between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "ISA").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

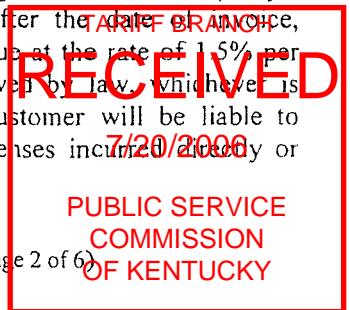
3. **Term.** The term of the ISA will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities, use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each

as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.TelCove.com](http://www.TelCove.com). Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this ISA. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this ISA; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this ISA. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this ISA. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred by or



indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this ISA. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Internet Product Service Level Agreement, attached hereto and incorporated herein by reference. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this ISA, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this ISA; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this ISA prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from

Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this ISA. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ISA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS ISA DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to, local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims



against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as stated below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this ISA. Customer may not assign the rights, privileges, or obligations conveyed under this ISA without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICE(S) OR ANY INFORMATION OR SOFTWARE THEREIN. TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This ISA, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This ISA can be modified only in writing by the Parties. If any provision of this ISA is held to be illegal or unenforceable, this ISA's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this ISA, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. For the purposes of this ISA, the following terms shall have the corresponding meaning, (a) Dedicated Internet Service shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis; (b) Managed Internet Service shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises; and (c) Switched Internet Service shall mean Internet Service that is provided on a switched (i.e. dial-up) basis. TelCove agrees to provide Dedicated, Managed, or Switched Service(s), as applicable and available, in accordance with this ISA.

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## TELCOVE INTERNET PRODUCT SERVICE LEVEL AGREEMENT

1. **Service Description:** TelCove offers a service level agreement (“SLA”) on all on-net, Dedicated Internet Services. The SLA applies to each service individually.
2. **TelCove’s Service Level Commitment.** TelCove offers a service level agreement on all Internet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, i.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer’s inability to transmit and receive data, to the time the Internet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Internet Service availability guarantee is to have the TelCove Internet Service Network performance as defined below. TelCove Internet Service will credit Customer's account if TelCove Internet Service fails to meet this availability guarantee during any given calendar month.
  - (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the



month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.

- (b) **Network Availability** Total amount of Internet Service "downtime" (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

- (c) **Network Latency** Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.
- (d) **Packet Loss** Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.
- (e) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreement		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.







Voice Service Agreement

This Service Agreement ("Service Agreement") between Bluegrass Mailing Data & Fulfillment ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity if Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include BUSINESS LINES FR, ROLLOVER, ADDITIONAL LISTING, LD INTRA LATA @ \$.06, LD INTER LATA @ \$.055, Renewal Account #, and a Total\* row.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Bluegrass Mailing Data & Fulfillment
State of Organization/Incorporation: Kentucky
Customer Address: 833 Nandino BLVD., Lexington, KY 40511
Customer Billing Telephone Numbers: 859-231-7272

Signature: [Handwritten Signature]
Name: Bob Allen
Title: Controller
Date: 5-31-06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 6/20/06

General Manager Approval of Business Terms
Name: [Handwritten Signature]
Signature: [Handwritten Signature]
Date: 5/31/06

AC Darla Quillen

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

TARIFF BRANCH
RECEIVED
7/20/2006
PUBLIC SERVICE COMMISSION OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

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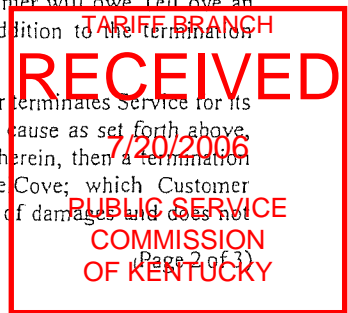
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

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(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

\*\*\*\*



## Internet Services Agreement

This Internet Services Agreement ("ISA") between Bluegrass Mailing Data & Fulfillment ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

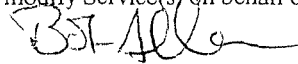
Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	512 MANAGED ISP	12 Months	\$0.00	\$0.00	\$325.00	\$325.00
	Renewal Account #					
	2002040112272989					
		Total*		\$0.00		\$325.00

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

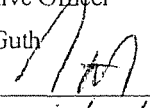
### Customer Information & Approval:

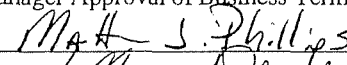
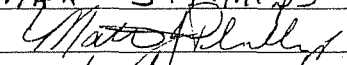
In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Bluegrass Mailing Data & Fulfillment  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 833 Nandino BLVD., Lexington, KY 40511  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
859-231-7272

Signature:   
 Name: Bob Allen  
 Title: Controller  
 Date: 5-31-06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6/20/06

General Manager Approval of Business Terms  
 Name:   
 Signature:   
 Date: 5/31/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the ISA between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "ISA").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

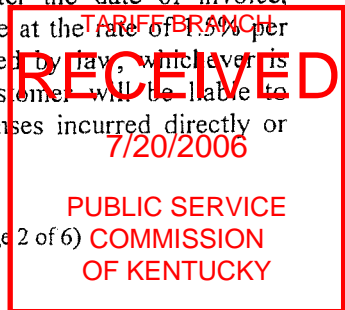
3. **Term.** The term of the ISA will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities, use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each

as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.TelCove.com](http://www.TelCove.com). Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this ISA. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this ISA; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this ISA. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this ISA. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or



indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this ISA. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Internet Product Service Level Agreement, attached hereto and incorporated herein by reference. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this ISA, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this ISA; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this ISA prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

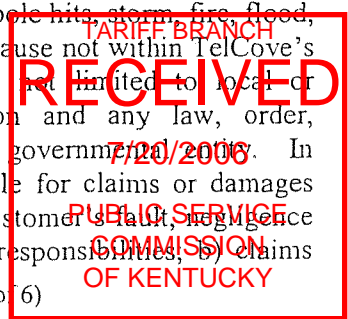
11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from

Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this ISA. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ISA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS ISA DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to, local or foreign telephone company action and any law, order, regulation or other action of any governmental authority. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims



against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as stated below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this ISA. Customer may not assign the rights, privileges, or obligations conveyed under this ISA without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICE(S) OR ANY INFORMATION OR SOFTWARE THEREIN. TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

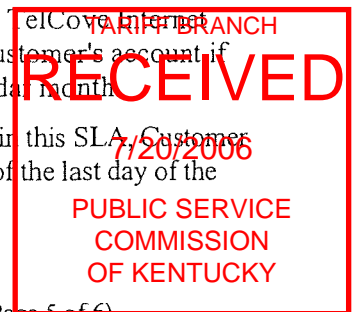
18. **Miscellaneous.** This ISA, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This ISA can be modified only in writing by the Parties. If any provision of this ISA is held to be illegal or unenforceable, this ISA's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this ISA, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. For the purposes of this ISA, the following terms shall have the corresponding meaning, (a) Dedicated Internet Service shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis; (b) Managed Internet Service shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises; and (c) Switched Internet Service shall mean Internet Service that is provided on a switched (i.e. dial-up) basis. TelCove agrees to provide Dedicated, Managed, or Switched Service(s), as applicable and available, in accordance with this ISA.

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**TELCOVE INTERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove offers a service level agreement (“SLA”) on all on-net, Dedicated Internet Services. The SLA applies to each service individually.
2. **TelCove’s Service Level Commitment.** TelCove offers a service level agreement on all Internet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer’s inability to transmit and receive data, to the time the Internet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Internet Service availability guarantee is to have the TelCove Internet Service Network performance as defined below. TelCove Internet Service will credit Customer's account if TelCove Internet Service fails to meet this availability guarantee during any given calendar month.
  - (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the





month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.

- (b) **Network Availability** Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

- (c) **Network Latency** Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.
- (d) **Packet Loss** Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.
- (e) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

\*\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove on-site repair technician waits to gain access to the customer premises.





## Additional Terms and Conditions

1 **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2 **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3 **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned

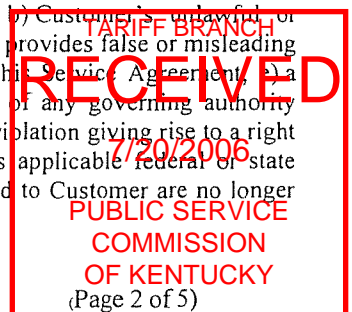
equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8 **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's use of, or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer



economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of

supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Service Level Agreement.** If, during any given calendar month, TelCove Service fails to meet the performance standards provided in this Agreement, TelCove will credit Customer as provided on the attached Service Level Agreement.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right to remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity. The rights and obligations of the Parties under this Service Agreement will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions that would result in the application of the laws of any other jurisdiction.

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OF KENTUCKY  
(Page 3 of 5)

**SERVICE LEVEL AGREEMENT (“SLA”) FOR  
LOCAL PRIVATE LINE SERVICE**

- a. TelCove Service Level Agreement Guarantee: Based upon the eligibility requirements set forth in Section (b) and up to the Maximum SLA Service Credit as set forth in Section (c), if, during any given calendar month, TelCove Services fail to meet the performance standards provided in this Agreement, Customer will receive a credit for outages experienced during normal service periods.
- b. Customer eligibility for credit: Customer must, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contact the TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contact the TelCove National Repair Center (NRC) directly at 877-321-5465 to open an appropriate trouble ticket related to the alleged violation in question. TelCove will verify all or any SLA violations prior to issuing a service credit. If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.
- c. Maximum SLA Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:
- i. Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual circuit) relative to Network Availability and Latency guarantees.
  - ii. Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this Agreement with respect to any SLA violation if multiple Services are provided under this Agreement
- d. SLA Credit Exceptions. TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Your inability to transmit and receive data, to the time the connection is able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:
- i. Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer’s applications, equipment or facilities;
  - ii. Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop);
  - iii. Network downtime during TelCove scheduled maintenance window. TelCove shall undertake maintenance on TelCove’s Network only on Tuesday and Thursday between the hours of 2:00 AM and 6:00 AM (EST);
  - iv. Force Majeure events as described in the Agreement; or
  - v. Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
- e. TelCove reserves the right to review and deny any credits under this section claimed by Customer, if, in TelCove’s reasonable judgment, the claim does not meet the criteria established for such claim. The TelCove Service Level Commitment is limited to only those on-net (Type 1, i.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually. Measurement of available credit will be calculated in accordance with the following:

**Measurement of Service Level Agreement Credit (per billing period)**

**Network Availability**

Total amount of Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove Network backbone routers.



**Mean Time To Repair (MTTR)**

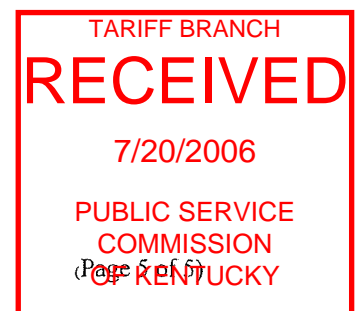
Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency is relative to the TelCove Network only and does not include local access or customer specific performance. Latency is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Bluegrass Orthopedics ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)") This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
2	ISDN-PRI	12 Months	\$0.00	\$0.00	\$650.00	\$1300.00
3	DID 20 NUMBER BLOCK	12 Months	\$0.00	\$0.00	\$8.00	\$24.00
19	BUSINESS LINES FR	12 Months	\$0.00	\$0.00	\$21.40	\$406.60
	Renewal Account #					
	100-590-1065					
		Total*		\$0.00		\$1730.60

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Bluegrass Orthopedics  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 3480 Yorkshire BLVD., Lexington, KY 40509  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
859-263-5140

Signature: *Christopher Moore*  
 Name: CHRISTOPHER MOORE  
 Title: CEO  
 Date: 6/15/06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: *Robert E. Guth*  
 Date: 6/20/06

General Manager Approval of Business Terms  
 Name: Matthew J. Phillips  
 Signature: *Matthew J. Phillips*  
 Date: 6/15/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
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 7/21/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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7/21/2006  
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COMMISSION  
OF KENTUCKY



11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

\*\*\*\*





**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Brooklawn, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN PRI	24 months	0.00	0.00	550.00	550.00
6	DID 20 No. Block	24 months	0.00	0.00	2.60	15.60
5	Federal Line Charge	24 months	0.00	0.00	7.84	39.20
	Renewal Account Number					
	100-585-3637					
		<b>Total*</b>		<b>\$0.00</b>		<b>\$604.80</b>

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Brooklawn, Inc.  
State of Organization/Incorporation: Kentucky  
Customer Address: 2125 Goldsmith LN, LSVL, KY 40218  
Customer Billing Telephone Numbers: \_\_\_\_\_

Signature: [Handwritten Signature]  
Name: J. Gregory Cardwell-Copenhaver  
Title: VPI/COO  
Date: 4/25/06

**TelCove Approval:**

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature: [Handwritten Signature]  
Date: 5-22-06

General Manager Approval of Business Terms  
Name: Matt J. Phillips  
Signature: [Handwritten Signature]  
Date: 4/28/06

AC Misty L. Parsons

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel



## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network, or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

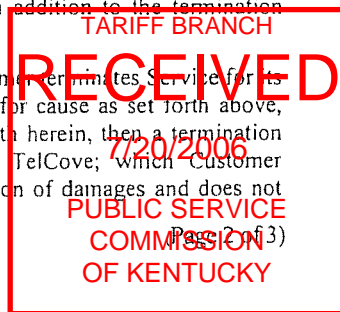
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s), ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others, c) during any period in which TelCove is not allowed access to the premises, d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Service Agreement

This Service Agreement ("Service Agreement") between CB/Richard Ellis Louisville ("Customer") and TelCove of Kentucky Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity if Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include ISDN PRI, FCC Charges, TelCove Interstate Long Distance, TelCove Intrastate Long Distance, and a Total\* row.

\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws

\*\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions."

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: CBRE / Louisville, LLC
State of Organization/Incorporation: KY
Customer Address: 6060 Dutchmans Ln., Suite 100, Louisville, KY 40205
Customer Billing Telephone Numbers: 502-429-6700

Signature: [Handwritten Signature]
Name: David Hardy
Title: Managing Director
Date: 5/30/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 6/20/06

General Manager Approval of Business Terms
Name: Matt I. Phillips
Signature: [Handwritten Signature]
Date: 5/30/06

AE: Kenneth Martin

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

TARIFF BRANCH  
RECEIVED  
7/20/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY  
(Page 2 of 3)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer, e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

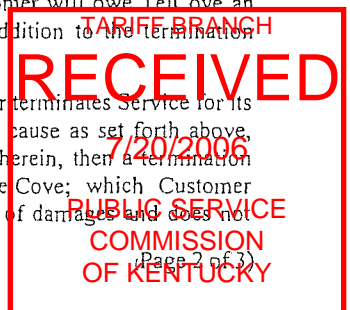
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions

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# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Global Link Logistics ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunication service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity If Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
7	Business Line FR	12 months	25.00	175.00	23.63	165.41
6	Circ. POTS Hunt	12 months	0.00	0.00	4.00	24.00
4	3 Way Conf, Consl, Trnsf	12 months	0.00	0.00	4.00	16.00
1	Call Forward Variable - New	12 months	0.00	0.00	3.52	3.52
7	Federal Line Charge	12 months	0.00	0.00	7.84	54.88
	Move / Renewal Acct Number					
	100-586-4899					
	<b>Total*</b>			<b>\$175.00</b>		<b>\$263.81</b>

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Global Link Logistics  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 2509 Bashford Avenue, LSVL, KY 40218  
 Customer Billing Telephone Numbers: 502-616-1400

Signature: [Signature]  
 Name: Tammy Rose  
 Title: President  
 Date: 4-7-06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Gush  
 Signature: [Signature]  
 Date: 4-12-06

General Manager Approval of Business Terms  
 Name: Math S. Paulys  
 Signature: [Signature]  
 Date: 4-7-06

AC: Misty L Parsons

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
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 (Page 1 of 3)  
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 COMMISSION  
 OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

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COMMISSION  
OF KENTUCKY  
(Page 2 of 3)

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Hexion Specialty Chemical ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	Business Line FR	12 months	0 00	0.00	23.63	23.63
1	Federal Line Charge	12 months	0 00	0 00	4.35	4.35
	Renewal Account Number					
	1005853443					
		Total*		\$0 00		\$27.98

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Hexion Specialty Chemical  
 State of Organization/Incorporation: Ohio  
 Customer Address: 6210 Campground Rd, LSVL, KY 40216  
 Customer Billing Telephone Numbers: \_\_\_\_\_

Signature:   
 Name: Rich Wagner  
 Title: INFRASTRUCTURE DIRECTOR  
 Date: 4/24/2004

**TelCove Approval:**

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 5-15-06

General Manager Approval of Business Terms  
 Name: Matthew Sp... ..  
 Signature:   
 Date: 4/25/04

AC\_Misty L. Parsons\_

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel



## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary, b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs, or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not

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represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows.

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions. a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Voice Service Agreement

This Service Agreement ("Service Agreement") between Hexion Specialty Chemical ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity If Applicable, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Rows include Analog Trunk FR, DID 100 No. Block, DID 20 No. Block, Business Line FR, Federal Line Charge, and Renewal Account Numbers.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein.

Customer's Legal Name: Hexion Specialty Chemical
State of Organization/Incorporation: Ohio
Customer Address: 6200 Campground Rd, LSVL, KY 40216
Customer Billing Telephone Numbers:

Signature: [Handwritten Signature]
Name: Rich Wagner
Title: INFRASTRUCTURE DIRECTOR
Date: 7/21/2006

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Handwritten Signature]
Date: 5-15-06

General Manager Approval of Business Terms
Name: [Handwritten Name]
Signature: [Handwritten Signature]
Date: 7/25/06

AC\_Misty L Parsons\_

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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7/20/2006
PUBLIC SERVICE COMMISSION OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date") Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and expenses.



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Internet Services Agreement

This Internet Services Agreement ("ISA") between Hope Financial Services, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Row 1: 1, DS1 Managed Internet (128K), 12 months, 0.00, 0.00, 129.00, 129.00. Row 2: Renewal Account Number 2003071109106775. Row 3: Total\* \$0.00, \$129.00.

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval:

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Hope Financial Services, Inc. Signature: [Signature]
State of Organization/Incorporation: Kentucky Name: Glenn Banzarczyk
Customer Address: 7980 New La Grange Rd, LSVL, KY 40222 Title: President
Customer Billing Telephone Numbers: Date: 5-25-06

TelCove Approval:

President & Chief Executive Officer General Manager Approval of Business Terms
Name: Robert E. Guth Name: Matt S. Phillips
Signature: [Signature] Signature: [Signature]
Date: 6-12-06 Date: 5/25/06

AC Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Hope Financial Services, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
9	Business Line FR	12 months	0 00	0 00	23 62	212 58
1	Call Forward Variable	12 months	0 00	0 00	3 50	3 50
6	Hunting / Rollover	12 months	0 00	0 00	3 50	21 00
9	Inter State LD @ \$0 055 / min	12 months	0 00	0 00	Variable	Variable
9	Intra State LD @ \$0 060 / min	12 months	0 00	0 00	Variable	Variable
	Renewal Account Number					
	2003071109106775					
		Total*		\$0 00		\$237 08

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Hope Financial Services, Inc.  
State of Organization/Incorporation: Kentucky  
Customer Address: 7980 New La Grange Rd, LSVL, KY 40222  
Customer Billing Telephone Numbers: 502-515-1578

Signature: [Signature]  
Name: I. Glenn Bower  
Title: President  
Date: 5/25/06

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature: [Signature]  
Date: 6-12-06

**TelCove Approval:**

General Manager Approval of Business Terms  
Name: Matthew J. Phillips  
Signature: [Signature]  
Date: 5/25/06

AC Misty L Parsons

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel



## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

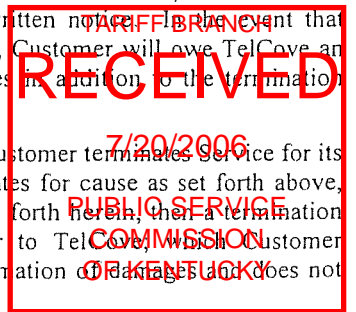
7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued, and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. If the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12 **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the ISA between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "ISA").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

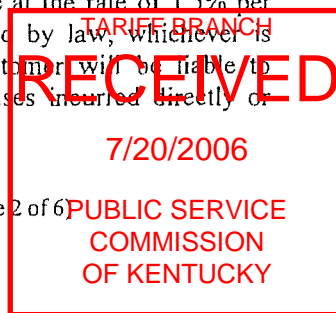
3. **Term.** The term of the ISA will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities, use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each

as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.TelCove.com](http://www.TelCove.com). Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this ISA. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this ISA; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this ISA. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this ISA. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or





indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this ISA. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Internet Product Service Level Agreement, attached hereto and incorporated herein by reference. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this ISA, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this ISA; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this ISA prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from

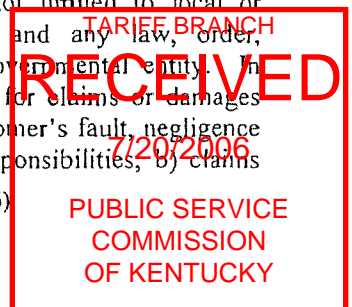
Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this ISA. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ISA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS ISA DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to, local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims



against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as stated below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this ISA. Customer may not assign the rights, privileges, or obligations conveyed under this ISA without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICE(S) OR ANY INFORMATION OR SOFTWARE THEREIN. TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This ISA, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This ISA can be modified only in writing by the Parties. If any provision of this ISA is held to be illegal or unenforceable, this ISA's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this ISA, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. For the purposes of this ISA, the following terms shall have the corresponding meaning, (a) Dedicated Internet Service shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis; (b) Managed Internet Service shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises; and (c) Switched Internet Service shall mean Internet Service that is provided on a switched (i.e. dial-up) basis. TelCove agrees to provide Dedicated, Managed, or Switched Service(s), as applicable and available, in accordance with this ISA.

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**TELCOVE INTERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove offers a service level agreement (“SLA”) on all on-net, Dedicated Internet Services. The SLA applies to each service individually.
2. **TelCove’s Service Level Commitment.** TelCove offers a service level agreement on all Internet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer’s inability to transmit and receive data, to the time the Internet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.

3. **Service Level Agreement** TelCove Internet Service availability guarantee is to have the TelCove Internet Service Network performance as defined below. TelCove Internet Service will credit Customer's account if TelCove Internet Service fails to meet this availability guarantee during any given calendar month.

- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the



month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.

- (b) **Network Availability** Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

- (c) **Network Latency** Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.
- (d) **Packet Loss** Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.
- (e) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Humana Inc ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
3	ISDN PRI (23B+D)	36	\$200.00**	\$600.00**	\$450.00	\$1,350.00
15	FCC Charges (5 per PRI)	36	\$0	\$0	\$7.84	\$117.60
100	DID number blocks of 100	36	\$0	\$0	\$15.30	\$1,530.00
		Total*		\$600.00**		\$2,997.60

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions

### Approval:

In executing this Service Agreement, we each acknowledge our understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, Customer hereby authorizes TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, we further acknowledge that we have read and understand each of the Terms and Conditions of this Service Agreement, agree to be bound by them and agree that we are duly authorized to order and/or modify Service(s) on behalf of our respective company.

Customer's Legal Name: Humana Inc  
 State of Organization/Incorporation: KY / Delaware  
 Customer Address: 500 West Main Street, Louisville KY 40202  
 Customer Billing Telephone Numbers: 502-515-2293

Signature: *Roger McQuillen*  
 Name: Roger McQuillen  
 Title: Director Technical Services  
 Date: 5/25/06

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: *Robert E. Guth*  
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Matthew Phillips  
 Signature: *Matthew Phillips*  
 Date: 5-25-06

AE Todd Hamill 859-514-1125

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY  
 (Page 1 of 4)

## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use commercially reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's reasonable control. TelCove will notify Customer when Service(s) is operational ("Service Start Date). Customer will notify TelCove of Acceptance upon completion of testing. The term "Acceptance" shall mean acknowledgment of Customer that the Service (s), when used in conjunction with the hardware and third-party software specified by or provided by TelCove and installed in Customer environment, performs and conforms to Customer specifications and Acceptance Criteria. Customer is the sole judge of Acceptance. Acceptance shall be indicated by written notice from Customer to TelCove. Customer shall make this notification within ten (10) business days of the Service Start Date. TelCove reserves the right to begin billing for Service(s) from the Service Start Date should Customer fail to make notification within ten (10) days (or such other time period as is mutually agreed upon in writing between the TelCove and Customer). To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove with required access and security as reasonably necessary under this Service Agreement. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Acceptance and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew for additional one year terms at the same rates as the Initial Term (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) knowingly interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) knowingly impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or Customer's agents or subcontractors.

Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered reasonable wear and tear excepted. If TelCove owned equipment or software surrendered is in damaged condition (reasonable wear and tear excepted), Customer will pay TelCove for direct costs related to the repair or reasonable replacement of the damaged equipment.

6. **Charges and Payment.** The installation charges and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or locally mandated taxes, fees or surcharges. Unless Customer provides a valid tax exemption certificate, Customer will pay such government mandated taxes, fees or surcharges with payment of the invoice as outlined below. Notwithstanding anything stated herein, Customer is not responsible for any charges based on TelCove's net worth or net income. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, will be due 45 days after Customer receipt of a valid invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If the parties agree that the disputed charges are valid, Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after Customer receipt of valid invoice, interest on undisputed late payments will accrue at the rate of 1% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. If the dispute with respect to payments previously made by Customer is resolved in favor of Customer, the money to be refunded shall be paid with 1% per month interest from the date paid. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove. TelCove will be liable to Customer for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to Customer.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be negotiated at the time ordered and accepted by TelCove only by written order and mutual signature of the parties. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of undisputed amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s), ii) pay TelCove for



all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove two (2) months written notice.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include (a) any previously waived charges for the Services(s); plus (b): a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Both Parties will defend, indemnify and hold the other Party, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT, OTHER THAN THOSE ESTABLISHED WITHIN SECTIONS 6 OR 12 OR 13, ABOVE, WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. EXCEPT FOR TECOVE'S OBLIGATIONS AS SET FORTH IN SECTION 12 OR 13, EACH PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO WHEN SUCH LIABILITY ARISES.**

13. **Confidential Information.** During the Initial Term or any Renewal Term of this Agreement and surviving its expiration or Termination, TelCove will regard and preserve as trade secrets, proprietary and confidential all past, present and future business activities and all information related to the business of Customer, its officers, directors, employees and agents, its and their clients, members and/or enrollees that may be obtained orally, in writing or from any source, as well as all information on Customer's mainframe, networks, LANs and workstations and all software, middleware, firmware, licensed internal code and groupware whether owned or licensed currently or in the future accessed by TelCove by any direct or remote access method and also including but not limited to, any information relating to the pricing, methods, processes, financial data, lists, apparatus, statistics, programs, research, development or related information of Customer, its clients, members and/or enrollees concerning past, present or future business activities and/or the results of the provision of services to Customer (collectively "Confidential Information"),

and shall not disclose to any person, other entity, firm or enterprise or use for its behalf any Confidential Information without the prior written consent of Customer obtained in each instance. TelCove shall not communicate or otherwise utilize any Confidential Information, including the social security number, of any Customer client, member, beneficiary, subscriber or enrollee for purposes other than meeting internal administrative business needs as restricted by state rules, laws, and regulations or as required by Customer. TelCove shall not utilize the Social Security Number of any client, member, beneficiary, subscriber or enrollee on any external communication to that client, member, beneficiary, subscriber or enrollee.

(i) Upon the written request of Customer, TelCove shall deliver to Customer all items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which may contain any Customer Confidential Information, as well as any copies thereof, that TelCove has in its possession.

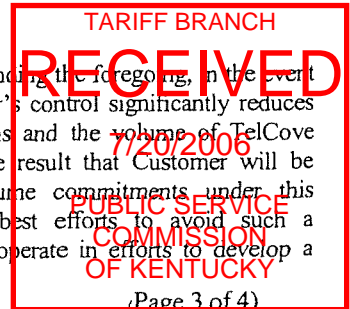
(ii) TelCove shall not use Customer associates or Customer name or Customer logo in any advertising or reference or marketing material in any way and shall not use Customer name in any way for any reference, unless written permission is received by TelCove from Customer in each circumstance Customer name, reference or logo is used by TelCove.

(iii) Confidential Information does not include any information which: (a) has been previously published or is now or becomes public knowledge through no fault of the other party; (b) at the time of disclose is already in the lawful possession of the other party; (c) was made available to the other party, without restriction on disclosure, by a third party not under obligation of confidentiality with respect to the disclosed information; (d) is independently developed by the other party; (e) constitutes know-how which in ordinary course becomes indistinguishable from the know-how of the other party; (f) the communication is in response to a valid order by a court of competent jurisdiction or otherwise required by law.

(iv) In the event either party breaches any of its obligations under this Section 13, the breaching party will indemnify and hold harmless the non-breaching party from and against any and all harm, injury, damages, costs and expenses incurred by the non-breaching party arising out of the said breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

14. **Force Majeure.** No party to this Agreement or any Exhibit under it shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable endeavors to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable hereunder; provided, however, that, if any such delay shall be anticipated to last more than thirty (30) days or, in the aggregate, last for a period of more than 30 days, the party not relying on the excusable delay, at its option, may Terminate this Agreement or any Schedule involved.

15. **Business Downturn.** Notwithstanding the foregoing, in the event that a business downturn beyond Customer's control significantly reduces the size or scope of Customer's operations and the volume of TelCove Service(s) required by Customer (with the result that Customer will be unable to meet its revenue and/or volume commitments under this Agreement (notwithstanding Customer's best efforts to avoid such a shortfall)), TelCove and Customer will cooperate in efforts to develop a



mutually agreeable alternative proposal that will address the concerns of both parties and comply with all applicable legal and regulatory requirements and restrictions. By way of example and not limitation, such alternative proposal may include changes in discounts, credits, revenue and/or volume commitments, the multi-year service period, and other provisions. If the Parties reach mutual agreement regarding such an alternative proposal, TelCove shall prepare and file any necessary tariff revisions and/or the Parties will execute a contractual amendment to implement any mutually agreeable alternative proposal, subject to all applicable legal and regulatory requirements.

This provision shall not apply to a change resulting from a decision by Customer to: (i) reduce its overall use of the Services; (ii) alter its telecommunications architecture; or (iii) transfer portions of its telecommunications traffic or projected growth to carriers other than TelCove. This provision shall be used only one (1) time by Customer during the Term. Customer must give TelCove immediate written notice of the conditions it believes will require the application of this provision. This provision does not constitute a waiver of any charges incurred by Customer prior to the time the parties mutually agree to amend or replace the Agreement.

In order to be eligible for the benefits set forth in this section, Customer agrees that any alternative proposal between the parties shall comply with the following conditions.

- (a) Customer's monthly recurring charges shall at no time be less than \$1,500.00;
- (b) Customer's location shall be "on-net," whereby the Services are provided via TelCove-provided fiber optic or fixed wireless facilities; and
- (c) Customer shall enter into a new contract for a term of not less than 2 years

16 **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

17 **Assignment.** Neither party may assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of the other party which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer. Notwithstanding the foregoing, upon the provision of prior written notice the parties may freely assign this Service Agreement, without seeking consent, to an entity with which the assigning Party is under common ownership and/or control or to an entity acquiring all or substantially all of the assets of the assigning Party.

18 **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

19 **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

20. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by and between the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

\*\*\*\*







**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Insight Media Advertising ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)") This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	ISDN-PRI	12 Months	\$0.00	\$0.00	\$650.00	\$650.00
7	DID 20 NUMBER BLOCK	12 Months	\$0.00	\$0.00	\$2.60	\$18.20
24	INTRA LATA LD @ \$06 PER MINUTE	12 Months	\$0.00	\$0.00	VARIABLE	VARIABLE
24	INTER LATA LD @ \$.055 PER MINUTE	12 Months	\$0.00	\$0.00	VARIABLE	VARIABLE
	Renewal Account #					
	2001101606304750					
		Total*		\$0.00		\$668.20

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Insight Media Advertising  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 10350 Ormsby Park Pl., Louisville, KY 40223  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
502-412-9238

Signature:   
 Name: Mark Spilman  
 Title: Regional V.P.  
 Date: 5/30/06

**TelCove Approval:**

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6/20/06

General Manager Approval of Business Terms  
 Name: Math J. Phillips  
 Signature:   
 Date: 5/30/06

AC Misty Parsons

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will pay TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Jefferson Community College ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)") This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
2	BUSINESS LINES FR	36 Months	\$0.00	\$0.00	\$20.00	\$40.00
2	FEDERAL LINE CHARGE	36 Months	\$0.00	\$0.00	\$7.84	\$15.68
	Renewal Account #					
	2003090510028194					
		Total*		\$0.00		\$55.68

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Jefferson Community College  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 727 W Chestnut St., Louisville, KY 40203  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
502-935-8653

Signature: *Brenda Nolan*  
 Name: Brenda Nolan  
 Title: Assoc. Director/KCTCS Purchasing  
 Date: 4-28-06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: *Robert E. Guth*  
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: MATTHEW J. PHILLIPS  
 Signature: *Matthew J. Phillips*  
 Date: 7/20/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

TARIFF BRANCH  
RECEIVED  
7/20/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Kentucky State Law.** Any obligations, responsibilities, terms and conditions in the agreement to the contrary notwithstanding, the Customer shall not be obligated to TelCove in violation of any limitation or prohibition imposed by federal law or the laws of the Commonwealth of Kentucky, including but not limited to, the Constitution of Kentucky, the Kentucky contract claims laws and the model procurement laws of Kentucky. To the extent the terms of this agreement are inconsistent with Kentucky law, the laws of the Commonwealth of Kentucky shall prevail.

14. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third

party; c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

15. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

16. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

17. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

18. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

19. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Jefferson Community College ("Customer") and TelCove of Kentucky, Inc ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

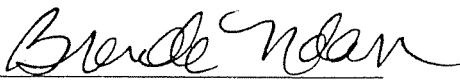
Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
3	BUSINESS LINES FR	36 Months	\$0.00	\$0.00	\$20.00	\$60.00
3	FEDERAL LINE CHARGE	36 Months	\$0.00	\$0.00	\$7.84	\$23.52
	Renewal Account #					
	2003090510028194					
		Total*		\$0.00		\$83.52

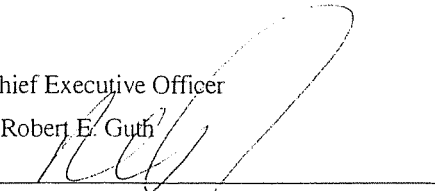
\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

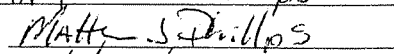
### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Jefferson Community College  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 800 W Chestnut St., Louisville, KY 40203  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
502-935-8653

Signature:   
 Name: Brenda Nolan  
 Title: Associate Director/KCTCS Purchasing  
 Date: 4-28-06

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

**TelCove Approval:**  
 General Manager Approval of Business Terms  
 Name: Matthew S. Phillips  
 Signature:   
 Date: 4/28/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

1 **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2 **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3 **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges, provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8 **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.





11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Kentucky State Law.** Any obligations, responsibilities, terms and conditions in the agreement to the contrary notwithstanding, the Customer shall not be obligated to TelCove in violation of any limitation or prohibition imposed by federal law or the laws of the Commonwealth of Kentucky, including but not limited to, the Constitution of Kentucky, the Kentucky contract claims laws and the model procurement laws of Kentucky. To the extent the terms of this agreement are inconsistent with Kentucky law, the laws of the Commonwealth of Kentucky shall prevail.

14. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third

party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

15. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove, or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

16. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

17. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

18. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

19. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

\*\*\*\*



# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Jefferson Community College ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.


Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
14	BUSINESS LINES FR	36 Months	\$0.00	\$0.00	\$20.00	\$280.00
7	CALL FORWARD VARIABLE	36 Months	\$0.00	\$0.00	\$3.52	\$24.64
1	ADDITIONAL LISTING	36 Months	\$0.00	\$0.00	\$14.40	\$14.40
14	FEDERAL LINE CHARGE	36 Months	\$0.00	\$0.00	\$7.84	\$109.76
	Renewal Account #					
	2003090510028194					
		Total*		\$0.00		\$428.80

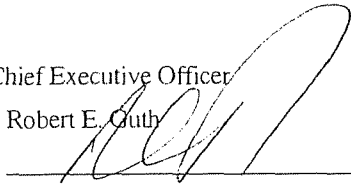
\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Jefferson Community College  
State of Organization/Incorporation: Kentucky  
Customer Address: 109 E Broadway, Louisville, KY 40202  
Customer Billing Telephone Numbers: 502-213-5333

Signature:   
Name: Brenda Nolan  
Title: Associate Director/KCTCS Purchasing  
Date: 4/26/06

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature:   
Date: 6-12-06

### TelCove Approval:

General Manager Approval of Business Terms  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

AC Darla Quillen

- General.** The following Additional Terms and Conditions service dates due to delays resulting from normal construction apply to and are a part of the Service Agreement the Customer to which these Additional Terms attached or referenced (collectively "Service Agreement") beyond TelCove's control. TelCove will notify the Customer within ten (10) business days that the Service(s) is operational ("Service Start Date"). Unless otherwise agreed in writing, the Service(s) will be deemed accepted by the Customer on the Service Start Date and Customer will pay for such installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the
- Installation.** TelCove will use reasonable efforts to meet the Service(s) by the applicable Customer installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel



disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s), and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3 **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum

rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8 **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

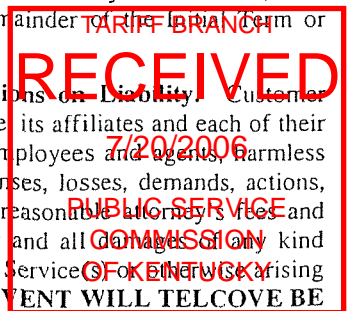
10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12 **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or TelCove arising under this Service Agreement. IN NO EVENT WILL TELCOVE BE



**LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Kentucky State Law.** Any obligations, responsibilities, terms and conditions in the agreement to the contrary notwithstanding, the Customer shall not be obligated to TelCove in violation of any limitation or prohibition imposed by federal law or the laws of the Commonwealth of Kentucky, including but not limited to, the Constitution of Kentucky, the Kentucky contract claims laws and the model procurement laws of Kentucky. To the extent the terms of this agreement are inconsistent with Kentucky law, the laws of the Commonwealth of Kentucky shall prevail.

14. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

15. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other

equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

16. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

17. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

18. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

19. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Jefferson Community College ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.


Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
3	BUSINESS LINES FR	36 Months	\$0.00	\$0.00	\$20.00	\$60.00
5	ISDN-PRI	36 Months	\$0.00	\$0.00	\$350.00	\$1750.00
28	DID 100 NUMBER BLOCK	36 Months	\$0.00	\$0.00	\$13.00	\$364.00
28	FEDERAL LINE CHARGE	36 Months	\$0.00	\$0.00	\$7.84	\$219.52
	Renewal Account #					
	2003090510028194					
		Total*		\$0.00		\$2393.52

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws

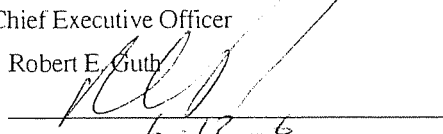
### Customer Information & Approval:

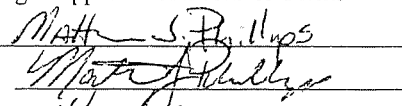
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Jefferson Community College  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 200 W Broadway, Louisville, KY 40202  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
502-213-5333

Signature:   
 Name: Brenda Nolan  
 Title: Associate Director/KCTCS Purchasing  
 Date: 4/20/06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Math S. Phillips  
 Signature:   
 Date: 4/25/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

1 **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2 **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3 **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8 **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Kentucky State Law.** Any obligations, responsibilities, terms and conditions in the agreement to the contrary notwithstanding, the Customer shall not be obligated to TelCove in violation of any limitation or prohibition imposed by federal law or the laws of the Commonwealth of Kentucky, including but not limited to, the Constitution of Kentucky, the Kentucky contract claims laws and the model procurement laws of Kentucky. To the extent the terms of this agreement are inconsistent with Kentucky law, the laws of the Commonwealth of Kentucky shall prevail.

14. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third

party; c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

15. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

16. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

17. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

18. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

19. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

\*\*\*\*

RECEIVED  
7/20/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Jefferson Community College ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

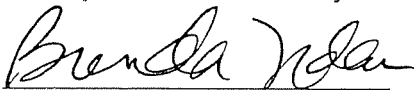
Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
2	BUSINESS LINES FR	36 Months	\$0.00	\$0.00	\$20.00	\$40.00
2	FEDERAL LINE CHARGE	36 Months	\$0.00	\$0.00	\$7.84	\$15.68
	Renewal Account #					
	2003090510028194					
		Total*		\$0.00		\$55.68

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

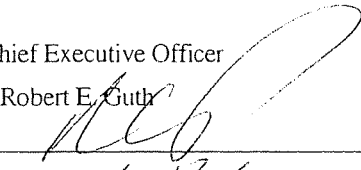
### Customer Information & Approval:

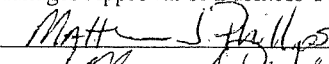
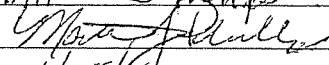
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Jefferson Community College  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 1000 Community College Dr., Louisville, KY 40272  
 Customer Billing Telephone Numbers: 502-935-8653

Signature:   
 Name: Brenda Nolan  
 Title: Associate Director/KCTCS Purchasing  
 Date: 4-28-06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name:   
 Signature:   
 Date: 4/28/06

AC Darla Quillen

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel





## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this

Agreement.

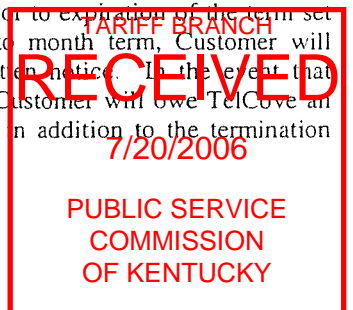
6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.



11. **Termination Liability.** If Customer terminates Service for its own convenience or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Kentucky State Law.** Any obligations, responsibilities, terms and conditions in the agreement to the contrary notwithstanding, the Customer shall not be obligated to TelCove in violation of any limitation or prohibition imposed by federal law or the laws of the Commonwealth of Kentucky, including but not limited to, the Constitution of Kentucky, the Kentucky contract claims laws and the model procurement laws of Kentucky. To the extent the terms of this agreement are inconsistent with Kentucky law, the laws of the Commonwealth of Kentucky shall prevail.

14. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third

party, c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends

15. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

16. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

17. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

18. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

19. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Ethernet Service Agreement

This Ethernet Service Agreement ("Service Agreement") between Keeneland Association, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Node, Site, Customer NPA/NXX, PAC/PORT/VLAN, Term, Non-Recurring Charge / Install, Monthly Recurring Charge. Row 1: 1, Keeneland Versailles Rd, 859-288, 10m PAC, 3 Year, \$1000.00, \$558.00. Totals\* \$1000.00\*\* \$558.00

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws

\*\* Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Keeneland Association Inc. Signature: K. Bruce Frwin
State of Organization/Incorporation: KY Name: K. BRUCE FRWIN
Customer Address: 4201 Versailles Road Lexington KY Title: IT Director
Customer Billing Telephone Numbers: 859-288-4143 (Geoff Shean) Date: May 17th, 2006

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Signature]
Date: 6-12-06

General Manager Approval of Business Terms
Name: Matthew Phillips
Signature: [Signature]
Date: 5/17/06

AE : John Collier

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel



## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

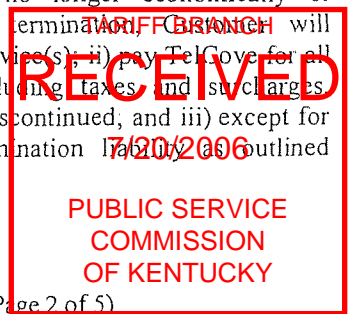
liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, TelCove will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.



10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

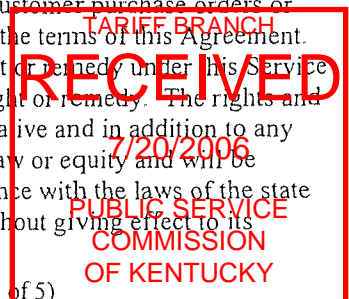
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers, g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. \*\*\*\*



**TELCOVE ETHERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.

3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
  - (i) **Example:** Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU)

**\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises



# TelCove

## Internet Services Agreement

This Internet Services Agreement ("ISA") between Leapfrog Interactive ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	3MEG Managed Internet Bandwidth	36 MO	\$5000**	\$5000**	\$449	\$399
	To be used with 3MEG Ethernet circuit					
		Total*		\$ \$5000**		\$ 399

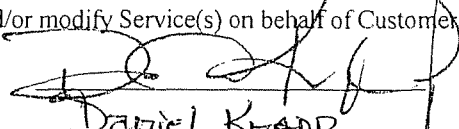
\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

### Customer Information & Approval:

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Leapfrog Interactive \_\_\_\_\_

Signature: 

State of Organization/Incorporation: \_\_\_\_\_

Name: Daniel Krapp

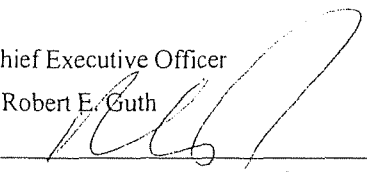
Customer Address: 10200 Linn Station Rd. #250 Lou. Ky. 40223\_

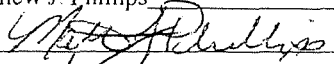
Title: President/CEO

Customer Billing Telephone Numbers: 502-212-1390\_

Date: 28 April 2006

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Matthew J. Phillips  
 Signature:   
 Date: 5/24/06

AE\_Greg Davidson \_\_\_\_\_

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY





1 **General.** The following Additional Terms and Conditions apply to and are a part of the ISA between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "ISA")

2 **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will a) prepare its premises (including the disconnection and removal of existing service) as necessary, b) provide any inside wiring, equipment and/or software necessary to connect Service(s), and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3 **Term.** The term of the ISA will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network, or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities, use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties, Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer agrees to abide

by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.TelCove.com](http://www.TelCove.com). Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this ISA. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are a) specifically set forth in this ISA, or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this ISA. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this ISA. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges, provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to  
(Page 3 of 7)



TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove

7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this ISA. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s)

8 **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Internet Product Service Level Agreement, attached hereto and incorporated herein by reference. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows. TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this ISA, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove, b) Customer's unlawful or fraudulent use of Service(s), c) Customer provides false or misleading information, d) any material default of this ISA, e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service, f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs, or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s), ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued, and iii) except for (g) above, pay any applicable termination liability as outlined below.

10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this ISA prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set

forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12 **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this ISA. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ISA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS ISA DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13 **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence



or failure to perform Customer's responsibilities, b) claims against Customer by a third party, c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14 **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents, b) due to failure of power or equipment provided by others, c) during any period in which TelCove is not allowed access to the premises, d) due to maintenance and repair operations scheduled in advance with Customer, e) caused by fiber or wire cuts or other equipment damage on Customer premises, f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers, g) due to circumstances or causes beyond the control of TelCove, or h) that was not reported to TelCove as stated below.

15 **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this ISA. Customer may not assign the rights, privileges, or obligations conveyed under this ISA without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16 **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICE(S) OR ANY INFORMATION OR SOFTWARE THEREIN. TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

17 **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority

to act for the other in any manner, except as expressly provided herein.

18 **Miscellaneous.** This ISA, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This ISA can be modified only in writing by the Parties. If any provision of this ISA is held to be illegal or unenforceable, this ISA's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this ISA, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. For the purposes of this ISA, the following terms shall have the corresponding meaning, (a) Dedicated Internet Service shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis, (b) Managed Internet Service shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises, and (c) Switched Internet Service shall mean Internet Service that is provided on a switched (i.e. dial-up) basis. TelCove agrees to provide Dedicated, Managed, or Switched Service(s), as applicable and available, in accordance with this ISA.

\*\*\*\*



**TELCOVE INTERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Internet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Internet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop)
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Internet Service availability guarantee is to have the TelCove Internet Service Network performance as defined below. TelCove Internet Service will credit Customer's account if TelCove Internet Service fails to meet this availability guarantee during any given calendar month.
  - (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the



month in which the relevant SLA was not met TelCove will verify all or any SLA violation prior to issuing Customer a service credit

- (b) **Network Availability** Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour

*Example* Total Network Outage time of 20 minutes = 1 hour

- (c) **Network Latency** Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers
- (d) **Packet Loss** Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers
- (e) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period

\*NOTE TelCove Components Included in Network Availability [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU)

\*\*NOTE: TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit

\*\*\*NOTE MTTR is calculated less access time Access time is defined as [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises



# TelCove

## Ethernet Service Agreement

This Ethernet Service Agreement ("Service Agreement") between Leapfrog Interactive ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table

Node	Site	Customer NPA/NXX	PAC/PORT/MLAN	Term	Non-Recurring Charge / Install	Monthly Recurring Charge
1	Leapfrog Interactive 10200 Linn Station Rd #250 Louisville KY 40223	502-212	3MEG PAC	36 MO	\$1000**	\$351
	To be used for 3Mbps Ethernet Internet circuit					
<b>Totals*</b>					<b>\$1000**</b>	<b>\$351</b>

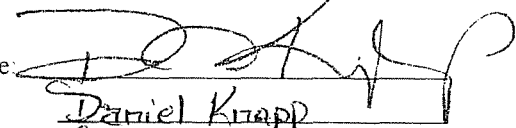
- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions

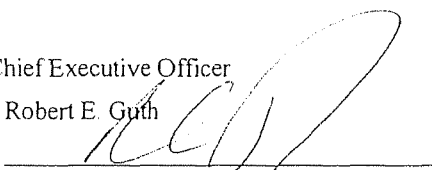
### Customer Information & Approval:

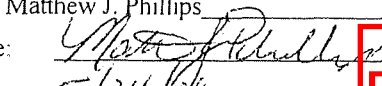
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Leapfrog Interactive \_\_\_\_\_  
 State of Organization/Incorporation: \_\_\_\_\_  
 Customer Address: 10200 Linn Station Rd #250 Lou. Ky. 40223 \_\_\_\_\_  
 Customer Billing Telephone Numbers: 502-212-1390 \_\_\_\_\_

Signature:   
 Name: Daniel Krapp  
 Title: President/CEO  
 Date: 28 April 2006

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Matthew J. Phillips  
 Signature:   
 Date: 5/24/06

AE Greg Davidson \_\_\_\_\_

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY





1 **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2 **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary, b) provide any inside wiring, equipment and/or software necessary to connect Service(s), and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3 **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network, or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement, or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges, provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8 **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove, b) Customer's unlawful or fraudulent use of Service(s), c) Customer provides false or misleading information, d) any material default of this Service Agreement, e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service, f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs, or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s), ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued, and iii) except for (g) above, pay any applicable termination liability as outlined below.

Deleted: 1



10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below

11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include (a) any previously waived charges for the Services(s), plus (b) a one-time charge calculated as follows

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term

12 **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13 **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by a) Customer's fault, negligence or failure to perform Customer's responsibilities, b) claims against Customer by a third party, c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends

14 **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents, b) due to failure of power or equipment provided by others, c) during any period in which TelCove is not allowed access to the premises, d) due to maintenance and repair operations scheduled in advance with Customer, e) caused by fiber or wire cuts or other equipment damage on Customer premises, f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers, g) due to circumstances or causes beyond the control of TelCove, or h) that was not reported to TelCove as state below

15 **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer

16 **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17 **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein

18 **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions \*\*\*\*\*

(Page 4 of 6)



**TELCOVE ETHERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONEt rings and either dedicated or shared IP bandwidth
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type I, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed.
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.

Deleted: 1



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour
  - (i) *Example:* Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU)  
 \*\*NOTE MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises



# TelCove

## Voice Service Agreement

This Service Agreement ("Service Agreement") between Med Dyne ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
10	Business Line FR	12 months	25.00	250.00	25.00	250.00
1	Call Forward Variable	12 months	0.00	0.00	3.50	3.50
3	Hunting / Rollover	12 months	0.00	0.00	4.00	12.00
9	Federal Line Charge	12 months	0.00	0.00	7.84	70.56
1	Federal Line Charge	12 months	0.00	0.00	4.35	4.35
	Renewal Account Numbers					
	100-585-5042 & 100-585-5043					
		Total*		\$250.00		\$340.41

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Med Dyne Signature: [Signature]  
 State of Organization/Incorporation: Kentucky Name: E.W. Johnson, Jr.  
 Customer Address: 2775 S Floyd St, LSVL, KY 40213 40209 Title: President  
 Customer Billing Telephone Numbers: \_\_\_\_\_ Date: 04-27-2006

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth Signature: [Signature] Date: 6/3/06  
 General Manager Approval of Business Terms  
 Name: Matthew Phillips Signature: [Signature] Date: 5/1/06

AC Misty L. Parsons

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 (Page 1 of 3)  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent, to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party, c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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**Voice Service Agreement**

This Service Agreement ("Service Agreement") between MISA Metal Processing of Kentucky, Inc ("Customer") and TelCove of Kentucky, Inc ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
7	Business Line FR	12 months	0.00	0.00	21.00	147.00
3	Hunting / Rollover	12 months	0.00	0.00	4.00	12.00
2	Business Line FR - New	12 months	25.00	50.00	21.00	42.00
2	Hunting / Rollover - New	12 months	0.00	0.00	4.00	8.00
9	LD Inter State @ \$0.055 / min - New	12 months	0.00	0.00	Variable	Variable
9	LD Intra State @ \$0.060 / min - New	12 months	0.00	0.00	Variable	Variable
	Renewal and Add Acct No					
	100-585-4855					
		Total*		\$50.00**		\$209.00

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation Costs are waived, subject to the attached and incorporated additional terms and conditions.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: MISA Metal Processing of Kentucky, Inc.  
 State of Organization/Incorporation: Delaware  
 Customer Address: 7300 Global Drive, LSVL, KY 40258  
 Customer Billing Telephone Numbers: \_\_\_\_\_

Signature: *Sheila A. East*  
 Name: Sheila A. East  
 Title: Controller  
 Date: 6-7-06

**TelCove Approval:**

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: \_\_\_\_\_  
 Date: 6/20/06

General Manager Approval of Business Terms  
 Name: Ma H. J. Phillips  
 Signature: \_\_\_\_\_  
 Date: 6/7/06

AC/AE Misty L. Parsons / Bart Daily

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel





**Additional Terms and Conditions**

1 **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement")

2 **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3 **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4 **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5 **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6 **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

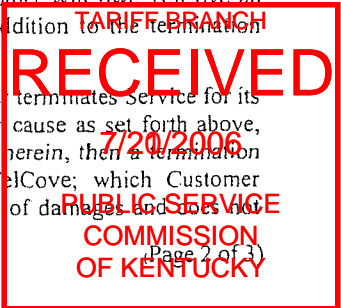
7 **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8 **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9 **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises, f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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### Internet Services Agreement

This Internet Services Agreement ("ISA") between MISA Metal Processing of Kentucky, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)") This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	DS1 Managed Internet (128K)	12 months	0.00	0.00	129.00	129.00
	Renewal Account Number					
	2002081913407334					
		Total*		\$0.00		\$129.00

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

#### Customer Information & Approval:

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: MISA Metal Processing of Kentucky, Inc  
State of Organization/Incorporation: Delaware  
Customer Address: 7300 Global Drive, LSVL, KY 40258  
Customer Billing Telephone Numbers: \_\_\_\_\_

Signature: Sheila A. East  
Name: Sheila A. East  
Title: Controller  
Date: 6-7-06

#### TelCove Approval:

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature: [Signature]  
Date: 6/20/06

General Manager Approval of Business Terms  
Name: Matthew J. Phillips  
Signature: [Signature]  
Date: 6/27/06

AC Misty L Parsons

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
7/20/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the ISA between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "ISA").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the ISA will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities, use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each

as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.TelCove.com](http://www.TelCove.com). Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this ISA. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this ISA; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this ISA. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this ISA. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or

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COMMISSION  
OF KENTUCKY

indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this ISA. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Internet Product Service Level Agreement, attached hereto and incorporated herein by reference. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this ISA, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this ISA; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this ISA prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

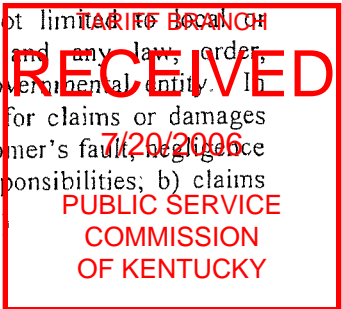
11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from

Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this ISA. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ISA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS ISA DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to, ~~foreign telephone company action and any law, order, regulation or other action of any governmental entity.~~ In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims



against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as stated below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this ISA. Customer may not assign the rights, privileges, or obligations conveyed under this ISA without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICE(S) OR ANY INFORMATION OR SOFTWARE THEREIN. TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This ISA, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This ISA can be modified only in writing by the Parties. If any provision of this ISA is held to be illegal or unenforceable, this ISA's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this ISA, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. For the purposes of this ISA, the following terms shall have the corresponding meaning, (a) Dedicated Internet Service shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis; (b) Managed Internet Service shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises; and (c) Switched Internet Service shall mean Internet Service that is provided on a switched (i.e. dial-up) basis. TelCove agrees to provide Dedicated, Managed, or Switched Service(s), as applicable and available, in accordance with this ISA.

\*\*\*\*



**TELCOVE INTERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove offers a service level agreement (“SLA”) on all on-net, Dedicated Internet Services. The SLA applies to each service individually.
2. **TelCove’s Service Level Commitment.** TelCove offers a service level agreement on all Internet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, i.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer’s inability to transmit and receive data, to the time the Internet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Internet Service availability guarantee is to have the TelCove Internet Service Network performance as defined below. TelCove Internet Service will credit Customer's account if TelCove Internet Service fails to meet this availability guarantee during any given calendar month.
  - (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the



month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.

- (b) **Network Availability** Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

- (c) **Network Latency** Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.
- (d) **Packet Loss** Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.
- (e) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation/Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





LETTER OF AUTHORIZATION OR AGENCY

For each of the telephone numbers listed herein, I hereby authorize TelCove of Kentucky, Inc. (hereinafter "SERVICE PROVIDER") to act as agent to change my or my company's (hereinafter "CUSTOMER") existing telecommunications carrier(s) as described below and I represent that I have such authority.

I hereby understand that there may be a charge for changing my telecommunications service provider.

I hereby authorize SERVICE PROVIDER to handle, on CUSTOMER's behalf, all arrangements, including ordering, and/or maintaining CUSTOMER's local and/or long distance service, with any of CUSTOMER's existing telephone service providers.

I hereby authorize SERVICE PROVIDER to change my local exchange service from \_\_\_\_\_ to \_\_\_\_\_.

I hereby authorize SERVICE PROVIDER to change my InterLATA Primary Exchange Carrier (PIC) from 0288 / AT & T to 5485 / TelCove.

I hereby authorize SERVICE PROVIDER to change my IntraLATA Primary Exchange Carrier (PTC) from 0288 / AT & T to 5485 / TelCove.

I hereby authorize SERVICE PROVIDER to cancel remote call forward or local number port all or part of my existing telephone service associated with this/these change(s).

Customer Name: MISA Metal Processing of Kentucky, Inc  
 Billing Address: fka Nova Steel Processing, Inc  
7300 Global Drive, Louisville, Ky 40258  
 Telephone Numbers: 502-937-0505  
and all numbers associated  
with the above.  
 (Additional Numbers May Be Appended)  
 Signature: Sheila A East  
 Print: Sheila A. East  
 Title: Controller  
 Date: 06-07-06





**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Mulhall, Turner, Coombes, & Malone ("Customer") and TelCove of Kentucky, Inc ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	Business Line FR	12 months	0.00	0.00	23.63	23.63
5	POTS CTRX Line FR	12 months	0.00	0.00	23.63	118.15
4	3 Way Conf Consit Trans	12 months	0.00	0.00	0.00	0.00
4	Hunting / Rollover	12 months	0.00	0.00	4.00	16.00
1	Additional Listing	12 months	0.00	0.00	3.60	3.60
6	Federal Line Charge	12 months	0.00	0.00	7.84	47.04
	Renewal Account Number					
	2004051716164429					
		<b>Total*</b>		<b>\$0.00</b>		<b>\$208.42</b>

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Mulhall, Turner, Coombes, & Malone  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 8910 Greenway Commons PL, LSVL, KY 40202  
 Customer Billing Telephone Numbers: 502-315-1515

Signature: [Signature]  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: 4/22/06

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: [Signature]  
 Date: 5-15-06

**TelCove Approval:**  
 General Manager Approval of Business Terms  
 Name: Matt J. Phillips  
 Signature: [Signature]  
 Date: 4/26/06

AC Misty L Parsons

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 Page 1 of 3  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, the termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not

represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer, e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Mulhall, Turner, Coombes, & Malone ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
9	Pots Ctrx Line FR	12 months	0.00	0.00	23.63	212.67
8	3 Way Conf Constl Trans	12 months	0.00	0.00	0.00	0.00
1	Call Forward Variable	12 months	0.00	0.00	0.00	0.00
7	Speed Calling - 1 Digit	12 months	0.00	0.00	0.00	0.00
7	Hunting / Rollover	12 months	0.00	0.00	4.00	28.00
1	ISDN BRI	12 months	0.00	0.00	67.80	67.80
1	Additional Listings	12 months	0.00	0.00	14.40	14.40
9	FCC - POTS	12 months	0.00	0.00	7.84	70.56
1	FCC - BRI	12 months	0.00	0.00	6.95	6.95
	Renewal Account Number					
	2004051716164429					
		<b>Total*</b>		<b>\$0.00</b>		<b>\$400.38</b>

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Mulhall, Turner, Coombes, & Malone  
 State of Organization/Incorporation: Kentucky  
 Customer Address: 440 S 7<sup>th</sup> St, LSVL, KY 40203  
 Customer Billing Telephone Numbers: 502-584-6375

Signature: [Signature]  
 Name: Dorothy Malone  
 Title: VP/Marketing  
 Date: 4/24/06

**TelCove Approval:**

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: [Signature]  
 Date: 5-15-06

General Manager Approval of Business Terms  
 Name: [Signature]  
 Signature: [Signature]  
 Date: 4/26/06

AC Misty L Parsons

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 (Page 1 of 3)  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s), and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and costs.

represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12 **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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**Voice Service Agreement**

This Service Agreement ("Service Agreement") between Mulhall, Turner, Coombes, & Malone ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
4	Business Line FR	12 months	0.00	0.00	23.63	94.52
4	Call Forwarding Don't Ans	12 months	0.00	0.00	0.00	0.00
2	Hunting / Rollover	12 months	0.00	0.00	0.00	0.00
1	ISDN BRI	12 months	0.00	0.00	67.80	67.80
4	Federal Line Charge - POTS	12 months	0.00	0.00	7.84	31.36
1	Federal Line Charge -BRI	12 months	0.00	0.00	6.95	6.95
	Renewal Account Number					
	2004051716164429					
		Total*		\$0.00		\$200.63

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Mulhall, Turner, Coombes, & Malone  
State of Organization/Incorporation: Kentucky  
Customer Address: 2230 Greene Way, LSVL, KY 40220  
Customer Billing Telephone Numbers: 502-315-1521

Signature: [Signature]  
Name: Sean G. Malone  
Title: Manager  
Date: 4/24/06

**TelCove Approval:**

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature: [Signature]  
Date: 5-15-06

General Manager Approval of Business Terms  
Name: Math J. Phillips  
Signature: [Signature]  
Date: 4/24/06

AC Misty L Parsons

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel

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7/20/2006  
(PAGE 1 OF 3)  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY



Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, the termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not



represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s). Credit allowances will not apply to interruptions: a) caused by

Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

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Internet Services Agreement

This Internet Services Agreement ("ISA") between Mulhall, Turner, Coombes, & Malone ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Row 1: 1, DS1 Managed Service (256K), 12 months, 0.00, 0.00, 210.00, 210.00. Row 2: Renewal Account Number 2004051716164429. Row 3: Total\* \$0.00, \$210.00.

\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

Customer Information & Approval

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Mulhall, Turner, Coombes, & Malone Signature: [Signature]
State of Organization/Incorporation: Kentucky Name: Sean G. Malone
Customer Address: 8910 Greenway Commons Pl. LSVL, KY 40202 Title: Member
Customer Billing Telephone Numbers: Date: 4/24/06

TelCove Approval:

President & Chief Executive Officer
Name: Robert E. Guth
Signature: [Signature]
Date: 5-15-06

General Manager Approval of Business Terms
Name: [Signature]
Signature: [Signature]
Date: 4/26/06

AC Misty L Parsons

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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7/20/2006
(Page 1 of 6)
PUBLIC SERVICE COMMISSION OF KENTUCKY

## Additional Terms and Conditions

### 1. TERM

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

### 2. DEFINITIONS

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis.

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (i.e. dial-up) basis.

### 3. SCOPE OF INTERNET SERVICES

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

#### 3.3 Customer's Obligations and Covenants

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement: TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee: If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below; provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

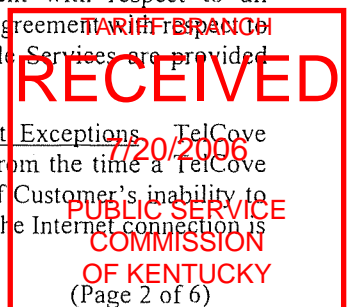
(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities,
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

4. PRICING, PAYMENT AND BILLING.

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer; or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

4.6 Disputes

(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

5. SUSPENSION.

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from TelCove to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reconnection charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's



suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services.

6. COLLECTIONS.

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION.

7.1 Termination for Non-Payment. In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach. In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival. All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder).

7.4 Termination Liability. If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, NEOR AGENTS, OR ANY THIRD PARTY, FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

10. DISCLAIMER OF WARRANTIES.

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY.

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION.

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all demands, actions, causes of actions, damages, liabilities



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of.

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users ;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

### 13. FORCE MAJEURE.

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

### 14. ASSIGNMENT.

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

### 15. MISCELLANEOUS.

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties.

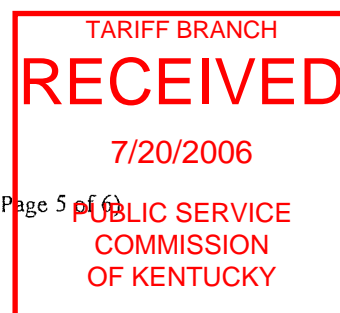
(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

\*\*\*\*



**Exhibit A**  
**Measurement of Service Level Agreement Credit (per billing period)**

**Network Availability**

Total amount of Internet Service "downtime" (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

\*\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.







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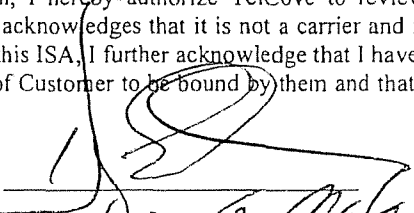
Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	DSL Managed Service (256K)	12 months	0.00	0.00	210.00	210.00
	Renewal Account Number					
	2004051716164429					
		Total*		\$0.00		\$210.00

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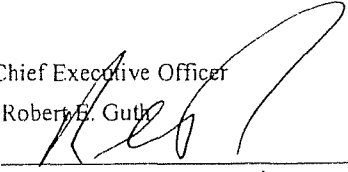
**Customer Information & Approval**

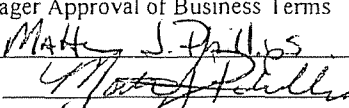
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Customer's Legal Name: Mulhall, Turner, Coombes, & Malone  
State of Organization/Incorporation: Kentucky  
Customer Address: 440 S 7<sup>th</sup> St, LSVL, KY 40203  
Customer Billing Telephone Numbers: \_\_\_\_\_

Signature:   
Name: Dean A. Malone  
Title: Member  
Date: 4/24/06

**TelCove Approval:**

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature:   
Date: 5-15-06

General Manager Approval of Business Terms  
Name: Matthew J. Phillips  
Signature:   
Date: 4/26/06

AC Misty L Parsons

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel

TARIFF BRANCH  
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PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY

## Additional Terms and Conditions

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2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

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#### 3.3 Customer's Obligations and Covenants.

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement. TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee. If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below; provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

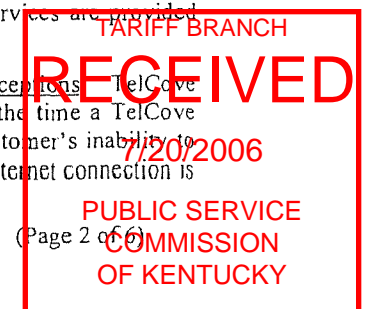
(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits. The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions. TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

#### 4. PRICING, PAYMENT AND BILLING

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer, or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

#### 4.6 Disputes.

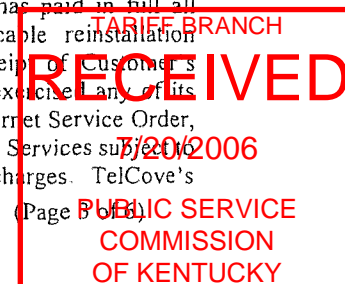
(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

#### 5. SUSPENSION.

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from TelCove to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's



suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services.

6. COLLECTIONS

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION

7.1 Termination for Non-Payment. In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach. In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival. All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder).

7.4 Termination Liability. If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove, which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISCLAIMER OF WARRANTIES

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities,



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of:

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users ;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users, and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE.

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT.

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS.

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties.

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

\*\*\*\*



**Exhibit A**  
**Measurement of Service Level Agreement Credit (per billing period)**

**Network Availability**

Total amount of Internet Service "downtime" (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation/Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



# TelCove

## Ethernet Service Agreement

This Ethernet Service Agreement ("Service Agreement") between Peak 10 ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Node	Site	Customer NPA/NXX	PAC/PORT/VLAN	Term	Non-Recurring Charge/Install	Monthly Recurring Charge
1	Peak 10 to Summit Energy 10350 Ormsby Park Place Louisville KY 40223	502-315	100MEG PAC	12 MO	\$1000**	\$1092
			100MEG PORT	12 MO	\$250**	\$180
			VLAN	12 MO	\$50**	\$12
	RENEWAL/UPGRADE ACCT#2004042106513969					
	CIRCUIT WILL RIDE EXISTING 500MEG SWITCHED CIRCUIT					
<b>Totals*</b>					<b>\$1300**</b>	<b>\$1284</b>

\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

*\$84000  
Net Increase.*

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: PEAK 10  
 State of Organization/Incorporation: DELAWARE  
 Customer Address: 733 Barret Ave. Louisville KY 40204  
 Customer Billing Telephone Numbers: 502-315-6015

Signature: [Signature]  
 Name: JEFFREY L. BEGGS  
 Title: VP OPS & EGR.  
 Date: 1/26/06

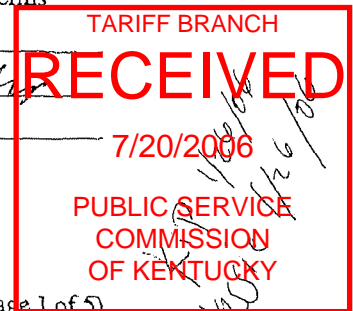
### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: [Signature]  
 Date: 6-12-06

General Manager Approval of Business Terms  
 Name: Matthew J. Phillips  
 Signature: [Signature]  
 Date: 1/26/06

AE Greg Davidson

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel



## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s), and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement, or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges, provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

TARIFF BRANCH  
**RECEIVED**  
7/20/2006  
PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY



10 **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11 **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s), plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities, b) claims against Customer by a third party, c) any act or omission of any other party, or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

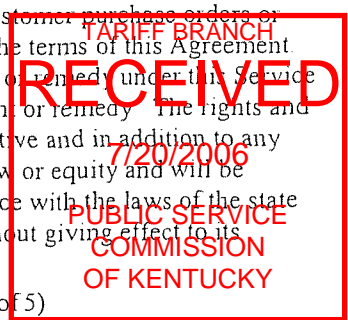
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove, or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. \*\*\*\*



**TELCOVE ETHERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission of Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
  - (i) *Example:* Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises





**Additional Terms and Conditions**

**1. TERM.**

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

**2. DEFINITIONS.**

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (i.e. dial-up) basis.

**3. SCOPE OF INTERNET SERVICES.**

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

**3.3 Customer's Obligations and Covenants.**

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

**3.4 TelCove Service Level Agreement:** TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) **TelCove Service Level Agreement Guarantee:** If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below; provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) **Maximum SLA Service Credits:** The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) **SLA Service Credit Exceptions:** 7/20/2006 Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to



transmit and receive data, to the time the Internet connection is able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events; or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

4. PRICING, PAYMENT AND BILLING.

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date") Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for

which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove; provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer; or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

4.6 Disputes.

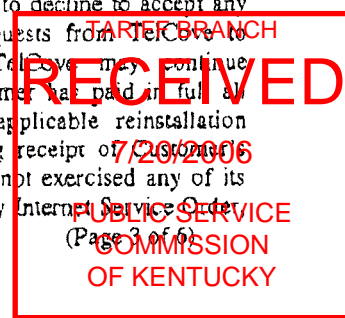
(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

5. SUSPENSION

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from TelCove to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order



TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services

6. COLLECTIONS

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION

7.1 Termination for Non-Payment. In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove

7.2 General Termination for Material Breach. In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival. All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder)

7.4 Termination Liability. If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND,

ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

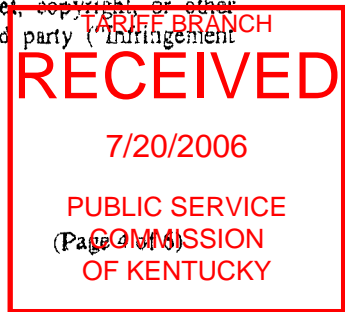
10. DISCLAIMER OF WARRANTIES

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").



12. INDEMNIFICATION

In addition to Section 11.

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of

(a) Claims for libel or slander arising out of or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all

Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties, failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties.

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

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**Exhibit A**  
Measurement of Service Level Agreement Credit (per billing period)

**Network Availability**

Total amount of Internet Service "downtime" (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
 Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Resolution/Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: (a) TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and (b) TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: (a) the time it takes for the customer to report to TelCove repair questions related directly to current open trouble ticket(s) or (b) the time a TelCove onsite repair technician waits to gain access to the customer premises.

**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY



**Ethernet Service Agreement**

This Ethernet Service Agreement ("Service Agreement") between Smoothstone IP Communications ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Node	Site	Customer NPA/NXX	PAC/PORT/VLAN	Term	Non-Recurring Charge / Install	Monthly Recurring Charge
1	Smoothstone 715 S 7 <sup>th</sup> St Louisville KY 40203	502-315	20MEG PAC	36 MO	\$1000**	\$902.50
2	First Residential Mortgage 9721 Ormsby Station Rd Louisville KY 40223	502-315	20MEG PAC	36 MO	\$1000**	\$902.50
<b>Totals*</b>					<b>\$2000**</b>	<b>\$1805.00</b>

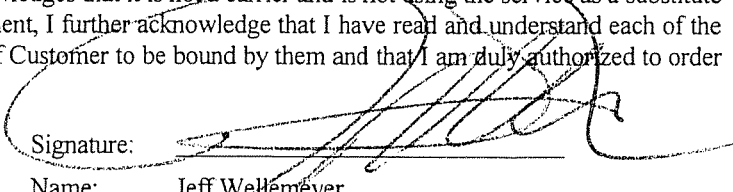
\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

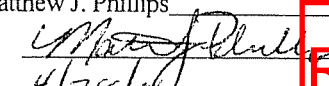
**Customer Information & Approval:**

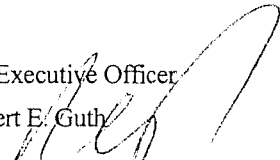
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Smoothstone IP Communications \_\_\_\_\_  
State of Organization/Incorporation: Delaware \_\_\_\_\_  
Customer Address: 707 W Main St Louisville KY 40202 \_\_\_\_\_  
Customer Billing Telephone Numbers: 502-315-5100 \_\_\_\_\_

Signature:   
Name: Jeff Wellemeyer \_\_\_\_\_  
Title: CTO \_\_\_\_\_  
Date: 04/26/06 \_\_\_\_\_

**TelCove Approval:**

General Manager Approval of Business Terms  
Name: Matthew J. Phillips  
Signature:   
Date: 4/28/06

President & Chief Executive Officer  
Name: Robert E. Guthy  
Signature:   
Date: 5-22-06

AE\_Greg Davidson \_\_\_\_\_

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel



## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

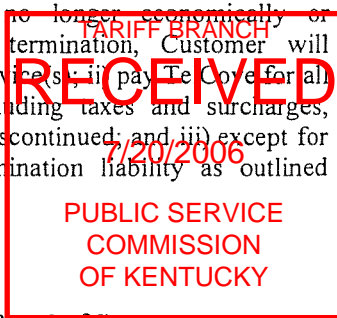
liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.



10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

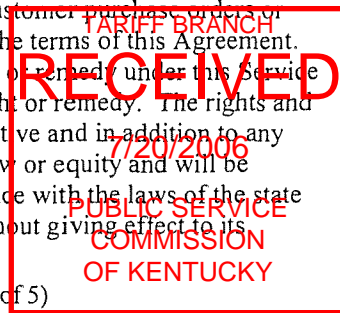
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. \*\*\*\*



## TELCOVE ETHERNET PRODUCT SERVICE LEVEL AGREEMENT

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission or Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
  - (i) *Example:* Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





**Service Agreement**

This Service Agreement ("Service Agreement") between Stored Value Systems, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of telecommunications service(s) ("Service(s)") This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

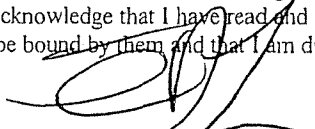
Quantity if Applicable	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
25	Business Line FR - 300 Executive Park Drive	36 months	0.00	0.00	23.63	590.75
70	ISDN BRI - 300 Executive Park Drive	36 months	0.00	0.00	67.80	4746.00
2	ISDN PRI - 300 Executive Park Drive	36 months	0.00	0.00	550.00	1100.00
35	Federal Line Charge - POTS & PRI - 300 Executive Park Drive	36 months	0.00	0.00	7.84	274.40
70	Federal Line Charge - BRI - 300 Executive Park Drive	36 months	0.00	0.00	6.95	486.50
1	Business Line Fr - 101 Bullitt Lane	36 months	0.00	0.00	23.63	23.63
1	Federal Line Charge - POTS - 101 Bullitt Lane	36 months	0.00	0.00	4.35	4.35
	Renewal Account Number -					
	2003070114046519					
		Total*		\$0.00		\$7225.63

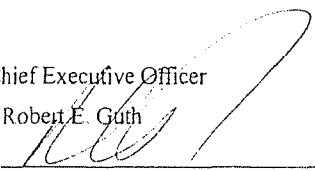
\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

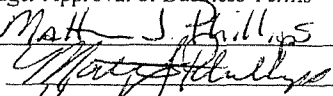
In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Stored Value Systems, Inc.  
 State of Organization/Incorporation: Delaware  
 Customer Address: 300 Executive Park Drive, LSVL, KY 40207  
 Customer Billing Telephone Numbers: 502-515-4120

Signature:   
 Name: Timothy D Lewis  
 Title: SVP-IT  
 Date: 4/28/06

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature:   
 Date: 6-12-06

**TelCove Approval:**

General Manager Approval of Business Terms  
 Name: Math J Phillips  
 Signature:   
 Date: 7/28/06

AE Ken Martin

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel



**Additional Terms and Conditions**

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service, f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination





liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the terms of the applicable TelCove tariff(s)

Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others, c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer, e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove within thirty (30) days of the date that Service was affected.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. This Service Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions.

\*\*\*\*





**Local Private Line Service Agreement**

This Local Private Line Service Agreement ("Service Agreement") between Stored Value Systems, Inc. ("Customer") and TelCove of Kentucky, Inc. ("TelCove") is for the provision of Local Private Line Service ("Service") This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the parties agree that Customer will purchase, from TelCove, Service(s) at the costs(s) and for the term(s) set forth in the following table.

Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	Point to Point Private Line - from 101 Bullitt Lane to 300 Executive Park Drive	36 months	0.00	0.00	177.43	177.43
1	Hub Private Line - from 300 Executive Park Drive to 430 W Muhammad Ali Blvd	36 months	0.00	0.00	363.40	363.40
	Renewal Account Number - 535-000-0055					
		Total*		0.00		\$540.83

\* Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

**Customer Information & Approval:**

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Stored Value Systems, Inc.  
State of Organization/Incorporation: Delaware  
Customer Address: 300 Executive Park Drive, LSVL, KY 40207  
Customer Billing Telephone Numbers: 502-515-4120

Signature:   
Name: Timothy D. Lewis  
Title: SUPV  
Date: 4/28/06

**TelCove Approval:**

President & Chief Executive Officer  
Name: Robert E. Guth  
Signature:   
Date: 6-12-06

General Manager Approval of Business Terms  
Name: Matthew S. Phillips  
Signature:   
Date: 6/28/06

AE Ken Martin

TelCove  
121 Champion Way  
Canonsburg, PA 15317  
ATTN: Vice President & General Counsel

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OF KENTUCKY

## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software relating to Customer's use of, or TelCove's placement of, such equipment or software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement and TelCove's applicable tariff. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned

equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Tariffs.** Additional terms and conditions of this Service Agreement are set forth in TelCove's tariff(s) which are on file with the applicable state and/or federal regulatory authorities. In the event of any express conflict between this Service Agreement and the language in the applicable TelCove tariff(s), this Service Agreement will control.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governmental authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer at the time of

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economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of

supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

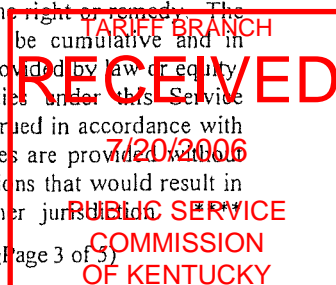
14. **Service Level Agreement.** If, during any given calendar month, TelCove Service fails to meet the performance standards provided in this Agreement, TelCove will credit Customer as provided on the attached Service Level Agreement.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party to whom this Agreement is being assigned by Customer expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity. The rights and obligations of the Parties under this Service Agreement will be governed by and construed in accordance with the laws of the state in which the Services are provided, without giving effect to its conflict of laws provisions that would result in the application of the laws of any other jurisdiction.



**SERVICE LEVEL AGREEMENT (“SLA”) FOR  
LOCAL PRIVATE LINE SERVICE**

- a. TelCove Service Level Agreement Guarantee: Based upon the eligibility requirements set forth in Section (b) and up to the Maximum SLA Service Credit as set forth in Section (c), if, during any given calendar month, TelCove Services fail to meet the performance standards provided in this Agreement, Customer will receive a credit for outages experienced during normal service periods.
- b. Customer eligibility for credit: Customer must, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contact the TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contact the TelCove National Repair Center (NRC) directly at 877-321-5465 to open an appropriate trouble ticket related to the alleged violation in question. TelCove will verify all or any SLA violations prior to issuing a service credit. If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.
- c. Maximum SLA Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:
  - i. Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual circuit) relative to Network Availability and Latency guarantees.
  - ii. Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this Agreement with respect to any SLA violation if multiple Services are provided under this Agreement.
- d. SLA Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Your inability to transmit and receive data, to the time the connection is able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:
  - i. Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer’s applications, equipment or facilities;
  - ii. Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop);
  - iii. Network downtime during TelCove scheduled maintenance window. TelCove shall undertake maintenance on TelCove’s Network only on Tuesday and Thursday between the hours of 2:00 AM and 6:00 AM (EST);
  - iv. Force Majeure events as described in the Agreement; or
  - v. Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
- e. TelCove reserves the right to review and deny any credits under this section claimed by Customer, if, in TelCove’s reasonable judgment, the claim does not meet the criteria established for such claim. The TelCove Service Level Commitment is limited to only those on-net (Type 1, i.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually. Measurement of available credit will be calculated in accordance with the following:

**Measurement of Service Level Agreement Credit (per billing period)**

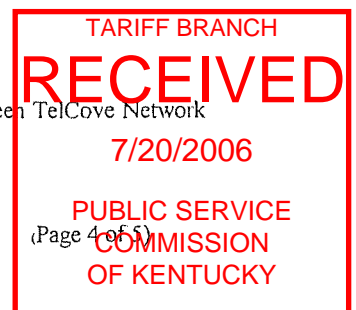
**Network Availability**

Total amount of Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour

*Example: Total Network Outage time of 20 minutes = 1 hour*

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove Network backbone routers.



**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency is relative to the TelCove Network only and does not include local access or customer specific performance. Latency is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



# TelCove

## Ethernet Service Agreement

This Ethernet Service Agreement ("Service Agreement") between Trover Solutions ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Node	Site	Customer NPA/NXX	PAC/PORT/VLAN	Term	Non-Recurring Charge / Install	Monthly Recurring Charge
1	1930 Bishop Lane, Louisville KY 40218	502-473	20MB PAC	2 Yr.	\$1000.00**	\$903.00
<b>Totals*</b>					<b>\$1000.00**</b>	<b>\$903.00</b>

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- \*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

*Mark A. Phillips*

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Trover Solutions \_\_\_\_\_  
 State of Organization/Incorporation: KY \_\_\_\_\_  
 Customer Address: 1930 Bishop Lane \_\_\_\_\_  
 Customer Billing Telephone Numbers: \_\_\_\_\_  
 502-473-4935

Signature: *Mark A. Phillips*  
 Name: Mark A. Phillips  
 Title: *Dev. Tech & Support Svc*  
 Date: 4-21-06

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guth  
 Signature: *Robert E. Guth*  
 Date: 5-15-06

General Manager Approval of Business Terms  
 Name: *Mark A. Phillips*  
 Signature: *Mark A. Phillips*  
 Date: 4/25/06

AE Bob Kessinger

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.





10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows.

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term, or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

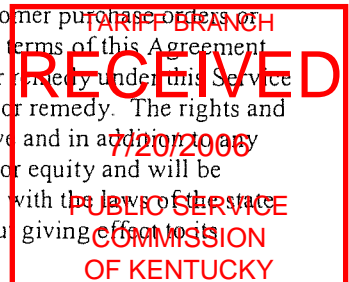
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** **EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the law of the state in which the Services are provided without giving effect to its conflict of laws provisions. \*\*\*\*



**TELCOVE ETHERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission or Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



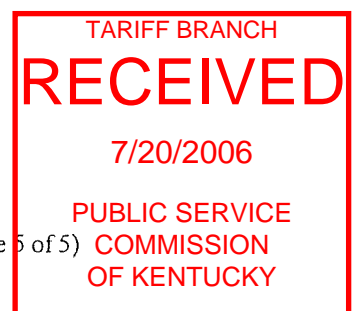
- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
  - (i) *Example:* Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
 Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises



# TelCove

## Internet Services Agreement

This Internet Services Agreement ("ISA") between Trover Solutions ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Quantity	Description of Services	Term	Installation Cost	Total Installation Cost	Monthly Recurring Cost	Total Monthly Recurring Cost
1	20MB Ethernet Internet Port	2 yr.	\$5000.00	\$5000.00**	\$1600.00	\$1600.00
		Total*		\$5000.00**		\$1600.00

\*Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.

\*\*Installation costs are waived, subject to the attached and incorporated additional terms and conditions.

*MS-2  
4-21*

### Customer Information & Approval

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: Trover Solutions  
 State of Organization/Incorporation: KY  
 Customer Address: 1930 Bishop Lane  
 Customer Billing Telephone Numbers: 502-473-4935

Signature: *Mark A. Costello*  
 Name: Don. Tech & Infrastructure Serv.  
 Title: Mark A. Costello  
 Date: 4-21-2006

### TelCove Approval:

President & Chief Executive Officer  
 Name: Robert E. Guthy  
 Signature: *[Signature]*  
 Date: 5-15-06

General Manager Approval of Business Terms  
 Name: *Matthew S. Phillips*  
 Signature: *[Signature]*  
 Date: 4/25/06

AE\_Bob Kessinger

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

TARIFF BRANCH  
**RECEIVED**  
 7/20/2006  
 PUBLIC SERVICE  
 COMMISSION  
 OF KENTUCKY

## Additional Terms and Conditions

### 1. TERM

The term of this ISA will commence on the date that the applicable Service is provisioned and installed at the Customer's premises (the "Service Start Date") and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

### 2. DEFINITIONS

2.1 "Dedicated Internet Service" shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis.

2.2 "Managed Internet Service" shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises.

2.3 "Switched Internet Service" shall mean Internet Service that is provided on a switched (i.e. dial-up) basis.

### 3. SCOPE OF INTERNET SERVICES

3.1 TelCove agrees to provide Dedicated, Managed or Switched Services, as applicable and available, in accordance with this ISA.

3.2 Certain services may be provided by one or more TelCove affiliates authorized by regulatory authorities to provide same. Each TelCove affiliate will be responsible for the services provided in its authorized service area.

#### 3.3 Customer's Obligations and Covenants

(a) Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities. Use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer agrees to comply with all applicable laws with regard to the transmission and use of information and content and the solicitation of any activity that is prohibited by applicable law over Internet. Customer further agrees not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment.

(b) Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer's right to use the Internet Services and products provided hereunder are limited to Customer and are nontransferable.

(c) Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.telcove.com](http://www.telcove.com).

(d) Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the

Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section will survive termination of this Agreement.

3.4 TelCove Service Level Agreement: TelCove offers a service level agreement ("SLA") on all on-net, Dedicated Internet Services. The SLA applies to each service individually. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim. Measurement of available credit will be calculated in accordance with Exhibit A.

(a) TelCove Service Level Agreement Guarantee: If, during any given calendar month, TelCove Services fails to meet the performance standards provided in this Agreement, TelCove will credit Customer's account as set forth in Exhibit A based on customer eligibility as provided in this Section and up to the Maximum SLA Service Credit set forth in Section 3.4(c) below; provided that Customer, within five (5) business days of the last day of the month in which the relevant performance standard was not met, either (i) contacted its TelCove Account Manager/Executive in writing, describing the specific trouble and why it fails to meet a measurable performance standard, or (ii) contacted the TelCove National Repair Center (NRC) directly at 877-321-5465 to open a trouble ticket specifically stating the alleged violation. TelCove will verify all or any SLA violations prior to issuing Customer a service credit.

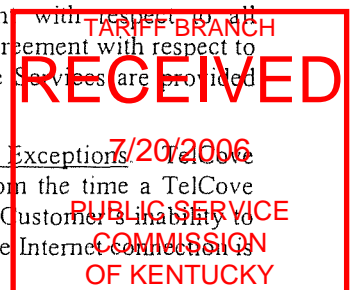
(b) If Customer is entitled to multiple credits under the SLA arising from the same event(s), then credits shall not be cumulative. Customer shall be entitled to receive only the maximum single credit available for such an event.

(c) Maximum SLA Service Credits: The Maximum SLA Service Credits issued in any one calendar month shall not exceed:

(i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.

(ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all Services covered under this agreement with respect to any SLA violation if multiple Services are provided under this Agreement.

(d) SLA Service Credit Exceptions: TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of Customer's inability to transmit and receive data, to the time the Internet connection is



able to transmit and receive data. SLA Service Credits shall not be issued where the service is unavailable as a result of:

- (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided equipment, including, but not limited to Customer's applications, equipment or facilities;
- (ii) Network outages caused by non-TelCove provided facilities (e.g. ILEC provided local loop);
- (iii) Network downtime during TelCove scheduled maintenance window;
- (iv) Force Majeure events, or
- (v) Acts or omissions of Customer or any other user of the Service authorized by Customer, and/or any willful misconduct or abuse of the Services.

3.5 Managed Internet Service Guarantee. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

#### 4. PRICING, PAYMENT AND BILLING.

4.1 The prices for Internet Service that Customer may order pursuant to this ISA do not include federal, state and local taxes and surcharges and other charges imposed by or levied by any governmental entity on Internet Services ("Taxes").

4.2 TelCove will invoice Customer for Internet Services on a monthly basis for recurring charges, and will begin invoicing Customer as the date of the installation and acceptance of Service pursuant to the applicable Internet Service Order ("Service Date") regardless whether any related Customer-provided local access or other third party services are ready for Customer's use. Customer will pay each TelCove invoice for Internet Services, excluding any portion of the charges that Customer is disputing in good faith, within thirty (30) days of the date of the invoice ("Due Date"). Customer may not use offsets to satisfy an invoice.

4.3 Additional Charges. Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s). Nonrecurring charges, if any, will be due and payable in advance or as specified in the applicable Internet Service Order.

4.4 Taxes. Customer shall be solely liable for and will promptly reimburse TelCove for payments of any and all applicable Federal taxes and state and local sales and use taxes, or other applicable taxes with respect to transactions under this ISA including any charges or surcharges mandated or imposed on TelCove by regulatory agencies, but Customer will not be liable for taxes on TelCove's income or property. Taxes payable by Customer shall be separately stated in TelCove's invoices and are not included in the prices set forth herein. Customer will not be liable for any tax for which a valid exemption certificate acceptable to the applicable state or local taxing authorities is furnished by Customer to TelCove;

provided, however, that Customer must provide such exemption certificate evidencing such claimed exemption within thirty (30) days of the Service Date. Customer will reimburse TelCove against: (i) any penalty, fine or other payment arising out of any improper exemption claimed by Customer; or (ii) payments made by TelCove as a result of Customer's failure to timely provide appropriate tax exempt documentation to TelCove.

4.5 Late Payments. Commencing forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month compounded monthly, or the highest rate allowed by law, on the unpaid balance, whichever is lower.

#### 4.6 Disputes

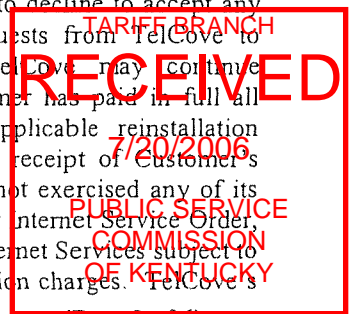
(a) Customer may withhold payment of amounts disputed in good faith by Customer, provided that Customer (i) pays all undisputed charges on or before the Due Date, (ii) presents within ninety (90) days of the Due Date a written statement and appropriate documentation of any billing discrepancies to TelCove in reasonable detail along with the payment of the undisputed charges, and (iii) cooperates to resolve the dispute within thirty (30) days from the date of TelCove's receipt of Customer's dispute. Failure by Customer to provide the ninety (90) days notice described herein shall result in a complete waiver of Customer's right to dispute said invoice.

(b) To the extent such dispute is resolved in the favor of TelCove, Customer shall pay TelCove the disputed charges within five (5) business days of the resolution of the dispute plus interest at the lower of 1.5% or the highest rate allowed by law. To the extent such dispute is resolved in favor of Customer, Customer will receive a credit for the disputed charges concurrent with the next invoice following the resolution as well as credit for any interest charges accrued on the disputed charges.

(c) If TelCove has responded to Customer's dispute in writing and the Parties fail to mutually resolve or settle the dispute within ninety (90) days of the submission of the dispute by Customer (unless TelCove has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall not be construed to prevent Customer from pursuing any legal remedies as provided in this ISA.

#### 5. SUSPENSION

Except for amounts disputed by Customer, in the event payment in full is not received from Customer on or before the Due Date, TelCove shall have the right upon prior written notice to suspend all or any portion of the Internet Service(s). In addition, TelCove shall have the right to place any pending Internet Service Orders on hold, and to decline to accept any Internet Service Order or other requests from TelCove to provide any Internet Service. TelCove may continue suspension until such time as Customer has paid in full all charges then due, including any applicable reinstallation charges and/or late fees. Following receipt of Customer's payment, and provided TelCove has not exercised any of its rights to terminate this ISA and/or any Internet Service Order, TelCove shall reinstate Customer's Internet Services subject to Customer's payment of any reconnection charges. TelCove's



suspension of Customer's Internet Services shall not affect Customer's obligation to pay for the Internet Services

6. COLLECTIONS

In the event TelCove employs the services of a collection agency or attorneys for collection of charges due under this ISA, Customer shall be liable for all such costs, including, but not limited to, reasonable attorney's fees and costs incurred by TelCove in prosecuting any related proceedings and any appeals therefrom.

7. TERMINATION

7.1 Termination for Non-Payment In addition to TelCove's right to suspend Internet Service pursuant to Section 5, TelCove shall have the right to terminate this ISA and/or any Internet Service Order for Customer's failure to pay any delinquent invoice within ten (10) business days following Customer's receipt of written notice from TelCove.

7.2 General Termination for Material Breach In the event of breach of any material term or condition of this ISA by Customer (other than a material breach for failure to pay governed by Section 7.1), TelCove may terminate this ISA upon twenty (20) days written notice.

7.3 Survival All of Customer's obligations and liability incurred prior to any termination of this ISA shall survive termination as described in this Section 7, including without limitation, the payment of any early termination charges (which such charges shall be construed as liquidated damages and not a penalty hereunder).

7.4 Termination Liability If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

- (i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or
- (ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

8. REPRESENTATIONS AND WARRANTIES OF CUSTOMER

Customer represents and warrants to TelCove that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this ISA in accordance with its terms.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ISA OR THE PERFORMANCE OR BREACH THEREOF WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR

OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

10. DISCLAIMER OF WARRANTIES

TELCOVE'S INTERNET SERVICE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS UNLESS STATED OTHERWISE IN TELCOVE'S SERVICE LEVEL AGREEMENT (SLA). NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICES(S) OR ANY INFORMATION OR SOFTWARE THEREIN. CUSTOMER RELEASES TELCOVE FROM ALL LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES DUE TO LOSS OF REVENUES OR LOSS OF BUSINESS, SUFFERED BY CUSTOMER IN CONNECTION WITH THEIR USE OF OR INABILITY TO USE THE TELCOVE INTERNET SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELCOVE DISCLAIMS TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW ANY RESPONSIBILITY FOR (AND UNDER NO CIRCUMSTANCES SHALL BE LIABLE FOR) ANY CONDUCT, CONTENT, GOODS AND SERVICES AVAILABLE ON OR THROUGH THE INTERNET OR TELCOVE INTERNET SERVICES. IN NO EVENT SHALL TELCOVE'S AGGREGATE LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER TO TELCOVE FOR TELCOVE'S INTERNET SERVICE. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

11. INTELLECTUAL PROPERTY

11.1 If Customer, its affiliates, customers, resellers, or end users uses the Internet Services in a manner that violates or infringes upon the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of TelCove or any third party, TelCove at its sole option may immediately terminate this ISA and/or any Internet Service Order relating to such infringement or violation.

11.2 Customer shall defend, indemnify, and hold harmless TelCove and its affiliates, customers, resellers, and end users from any third-party claim alleging that use of the Internet Service provided hereunder by Customer, its affiliates, customers, resellers, or end users violates the patent, trade name, service mark, trade secret, copyright, or other intellectual property right of any third party ("Infringement Claim").

12. INDEMNIFICATION

In addition to Section 11:

12.1 Customer shall indemnify, defend and hold harmless TelCove, its shareholders, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities



losses, and expenses (including reasonable attorney's fees) ("Losses") incurred as a result of:

(a) Claims for libel or slander arising out of, or relating to the Internet Service and caused by Customer, its affiliates, customers, resellers, or end users ;

(b) Claims arising out of the tortious act(s) or omission(s) of Customer, its affiliates, customers, resellers, or end users; and

(c) Customer's breach of any warranties or failure to perform any obligations hereunder.

13. FORCE MAJEURE.

Neither Party shall be liable for any loss or damage resulting from any cause beyond its reasonable control ("Force Majeure"), including without limitation fire, explosion, lightning, flood, earthquake, strikes or labor disputes not caused by TelCove, floods, storms, acts of God, war, civil disturbances, acts of civil or military authorities, acts of domestic or international terrorism, Change of Law or changes of regulation, or the public enemy. Upon the occurrence of any Force Majeure event and to the extent such Force Majeure event substantially interferes with such Party's performance with respect to this ISA, such Party shall be excused from its applicable obligations under this ISA during the period of the Force Majeure event.

14. ASSIGNMENT.

TelCove may assign any of its rights or obligations under this ISA or Internet Service Order (by contract or operation of law) without the prior written consent of Customer. Customer may not assign the rights or obligations under this ISA or Internet Service Order without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Customer may assign this ISA to any Customer Affiliate upon written notice to TelCove if the Customer also remains liable under the ISA. For purposes of this ISA, a "Customer Affiliate" shall mean any entity that controls, is controlled by, or is under common control with Customer.

15. MISCELLANEOUS.

(a) The failure of a Party to insist upon strict performance of any provision of this ISA (including without limitation an Internet Service Order issued hereunder) in one or more instances shall not be construed as a waiver or relinquishment for the future performance of any such provision, but the same shall be and remain in full force and effect.

(b) If any term of this ISA, including without limitation an Internet Service Order issued hereunder, is determined by a final order of a federal or state court to be unenforceable, then such term shall be enforced to the maximum extent permitted by law, and the remaining terms of this ISA shall remain in full force and effect.

(c) This ISA and any Exhibits and Schedules attached hereto, and the terms and conditions of any applicable tariffs, including all Internet Service Orders issued hereunder, shall constitute the complete, final, and exclusive statement of the terms of the ISA between TelCove and Customer regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this ISA shall not be amended, varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the Parties,

failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both Parties

(d) This ISA may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

(e) This ISA does not and is not intended to confer any rights or remedies upon any person other than the Parties and their successors and assigns.

(f) This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

(g) Any enumeration of a Party rights and remedies set forth in this ISA is not intended to be exhaustive. A Party's exercise of any right or remedy under this ISA does not preclude the exercise of any other right or remedy. All of a Party's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this ISA, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.

\*\*\*\*





**Exhibit A**  
**Measurement of Service Level Agreement Credit (per billing period)**

**Network Availability**

Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example.* Total Network Outage time of 20 minutes = 1 hour

**Network Latency**

Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.

**Packet Loss**

Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.

**Mean Time To Repair (MTTR)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
 Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms.
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.





Internet Services Agreement

This Internet Services Agreement ("ISA") between Viamedia ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Internet service(s) ("Service(s)"). This ISA shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Table with 7 columns: Quantity, Description of Services, Term, Installation Cost, Total Installation Cost, Monthly Recurring Cost, Total Monthly Recurring Cost. Row 1: 1, 20M Ethernet ISP, 3 Year, \$5000.00, \$5000.00, \$1200.00, \$1200.00. Total row: Total\*, \*\*\$5000.00, \$1200.00.

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
\*\* Installation costs are waived, subject to the attached and incorporated additional terms and conditions

Customer Information & Approval:

In executing this ISA, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this ISA, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this ISA, I further acknowledge that I have read and understand each of the Terms and Conditions of this ISA, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: VIAMEDIA Signature: [Signature]
State of Organization/Incorporation: 1999 KY Name: CRAIG LAKES
Customer Address: 220 LEXINGTON GREEN Title: IT
Customer Billing Telephone Numbers: CIRCLE Date: 5/10/06
SUITE 300 LEX, KY 40503
859-977-9000

TelCove Approval:

President & Chief Executive Officer Name: Robert E. Guth Signature: [Signature] Date: 6-12-06
General Manager Approval of Business Terms Name: Matthew Phillips Signature: [Signature] Date: 5/24/06

AE : John Collier

TelCove
121 Champion Way
Canonsburg, PA 15317
ATTN: Vice President & General Counsel

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Additional Terms and Conditions

1. **General.** The following Additional Terms and Conditions apply to and are a part of the ISA between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "ISA").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s); and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

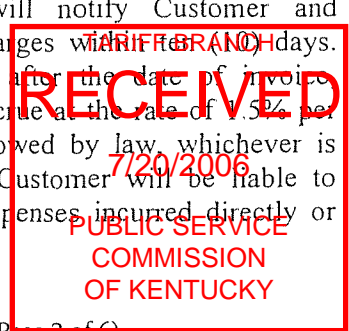
3. **Term.** The term of the ISA will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the ISA (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this ISA shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer is solely responsible for the content of any transmissions of Customer and any third party utilizing customer's facilities or TelCove's facilities, use of other organization's network or computing resources are subject to their respective permission and usage policies. Customer shall limit access to and use of the Internet Services to its employees solely for Customer's business purposes and shall not resell or otherwise generate income by providing access to the Internet service to third parties; Total Sale Resale (TSR) or resale of entire service per Internet port is prohibited under this Agreement. Customer agrees to abide by TelCove's Acceptable Use Policy and Privacy Policy, each

as amended from time to time, and to require any and all employees, contractors, end-user customers or other representatives using the Customer's Internet Services to abide by same, each can be found at [www.TelCove.com](http://www.TelCove.com). Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this ISA. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this ISA; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this ISA. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this ISA. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or



indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this ISA. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Internet Product Service Level Agreement, attached hereto and incorporated herein by reference. TelCove will respond to any Managed Internet Service outage related to any TelCove Managed Internet Service Equipment that is leased, monitored, maintained and serviced and is currently enrolled in the TelCove Managed Internet Service plan as follows: TelCove will notify the Customer within thirty (30) minutes of any Managed Internet Service outage and provide four (4) hours on-site response time once an on-site failure has been detected and the need for on-site service of the equipment has been determined.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this ISA, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this ISA; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued; and iii) except for (g) above, pay any applicable termination liability as outlined below.

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this ISA prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from

Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Service(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this ISA. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ISA WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS ISA DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations, hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to, local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims

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against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as stated below.

15 **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this ISA. Customer may not assign the rights, privileges, or obligations conveyed under this ISA without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO TELCOVE'S INTERNET SERVICE(S) OR ANY INFORMATION OR SOFTWARE THEREIN. TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. USE OF ANY INFORMATION OBTAINED VIA TELCOVE'S INTERNET SERVICE IS AT THE CUSTOMER'S OWN RISK. TELCOVE SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS INTERNET SERVICES.

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

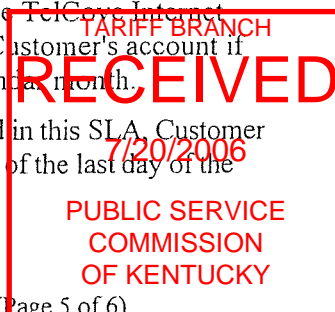
18. **Miscellaneous.** This ISA, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This ISA can be modified only in writing by the Parties. If any provision of this ISA is held to be illegal or unenforceable, this ISA's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this ISA, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and will be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to its conflict of laws provisions. For the purposes of this ISA, the following terms shall have the corresponding meaning, (a) Dedicated Internet Service shall mean Internet Service that is provided on a dedicated, as opposed to switched (i.e. dial-up) basis; (b) Managed Internet Service shall mean Internet Service consisting of a TelCove-provided Internet Router at Customer's premises; and (c) Switched Internet Service shall mean Internet Service that is provided on a switched (i.e. dial-up) basis. TelCove agrees to provide Dedicated, Managed, or Switched Service(s), as applicable and available, in accordance with this ISA.

\*\*\*\*



## TELCOVE INTERNET PRODUCT SERVICE LEVEL AGREEMENT

1. **Service Description:** TelCove offers a service level agreement (“SLA”) on all on-net, Dedicated Internet Services. The SLA applies to each service individually.
2. **TelCove’s Service Level Commitment.** TelCove offers a service level agreement on all Internet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service (i.e. individual Internet port) relative to Network Availability, Latency and Packet Delivery guarantees.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer’s inability to transmit and receive data, to the time the Internet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission or Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.
3. **Service Level Agreement** TelCove Internet Service availability guarantee is to have the TelCove Internet Service Network performance as defined below. TelCove Internet Service will credit Customer's account if TelCove Internet Service fails to meet this availability guarantee during any given calendar month.
  - (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the



month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.

- (b) **Network Availability** Total amount of Internet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.

*Example:* Total Network Outage time of 20 minutes = 1 hour

- (c) **Network Latency** Latency measured by averaging sample measurements (in 5 minute intervals) taken during a calendar month between TelCove IP Network backbone routers.
- (d) **Packet Loss** Packet Loss is measured by averaging sample measurements taken during a calendar month between TelCove IP Network backbone routers.
- (e) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

TelCove Service Level Agreements		
Applicable Components	Goal	Violation Remedy
*Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
**Latency	Less than or equal to 65ms maximum monthly average	1 day credit = 1/30 of the monthly fees for the applicable location(s) if average monthly latency exceeds 65ms
**Packet Loss	Less than 1% average per month	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each percentage above the monthly average packet loss of 1%.
***Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

**\*NOTE:** TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Inter-exchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

**\*\*NOTE:** TelCove Network Latency and Packet Loss are relative to the TelCove IP Backbone only and do not include local access or customer specific performance. Latency and Packet Loss is measured on an ongoing basis, therefore if a customer believes TelCove has failed to meet the backbone performance guarantees set forth above (Latency and Packet Loss), then customer must contact TelCove as defined above. Upon TelCove verification that the actual average TelCove IP Network Latency for the preceding 30 days has exceeded 65ms, the customer will be eligible for SLA credit.

**\*\*\*NOTE:** MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.



## Ethernet Service Agreement

This Ethernet Service Agreement ("Service Agreement") between Viamedia ("Customer") and TelCove of Kentucky, Inc. ("TelCove") (collectively the "Parties") is for the provision of Ethernet service(s) ("Service(s)"). This Service Agreement shall not be effective and binding on TelCove until it has been executed by both authorized TelCove representatives. In consideration of the mutual promises and covenants contained herein, the Parties agree that Customer will purchase from TelCove Service(s) at the cost(s) and for the term(s) as set forth in the following table.

Node	Site	Customer NPA/NXX	PAC/PORT/VLAN	Term	Non-Recurring Charge / Install	Monthly Recurring Charge
1	Lexington Green Viamedia	859-514	20M PAC	3 Year	\$1000.00	\$855.00
<b>Totals*</b>					<b>**\$1000.00</b>	<b>\$855.00</b>

- Local, State, Federal and/or international taxes, fees, assessments and/or surcharges are not included, and will be charged in accordance with TelCove's tariffs and/or international, federal, state or local laws.
- \*\* Installation costs are waived, subject to the attached and incorporated additional terms and conditions

### Customer Information & Approval:

In executing this Service Agreement, I acknowledge my understanding and acceptance that the Service(s) selected above will be provided in accordance with, and governed by, the terms, conditions and rates in this Service Agreement, including the "Additional Terms and Conditions," which are attached hereto and incorporated herein. In addition, I hereby authorize TelCove to review the customer service record for the Customer listed below. Customer certifies and acknowledges that it is not a carrier and is not using the service as a substitute for carrier switched access service. By signing this Service Agreement, I further acknowledge that I have read and understand each of the Terms and Conditions of this Service Agreement, agree on behalf of Customer to be bound by them and that I am duly authorized to order and/or modify Service(s) on behalf of Customer.

Customer's Legal Name: VIAMEDIA Signature: [Signature]  
 State of Organization/Incorporation: 1999 KY Name: CRAIG LAKES  
 Customer Address: 220 LEXINGTON GREEN Title: IT  
 Customer Billing Telephone Numbers: CIRCLE Date: 5/10/06  
SUITE 300 LEX, KY 40503  
859-977-9000

#### TelCove Approval:

President & Chief Executive Officer General Manager Approval of Business Terms  
 Name: Robert E. Guth Name: Matthew Phillips  
 Signature: [Signature] Signature: [Signature]  
 Date: 6-12-06 Date: 5/24/06

AE: John Collier

TelCove  
 121 Champion Way  
 Canonsburg, PA 15317  
 ATTN: Vice President & General Counsel

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 OF KENTUCKY



Additional Terms and Conditions

i. **General.** The following Additional Terms and Conditions apply to and are a part of the Service Agreement between TelCove and the Customer to which these Additional Terms and Conditions are attached or referenced (collectively "Service Agreement").

2. **Installation.** TelCove will use reasonable efforts to provide Service(s) by the applicable Customer installation date. Scheduled installation dates are estimates only. TelCove will not be liable for any damages whatsoever related to delays in meeting any installation or service dates due to delays resulting from normal construction procedures or reasons beyond TelCove's control. TelCove will notify Customer when Service(s) is operational ("Service Start Date"). Unless Customer notifies TelCove within ten (10) business days that the Service(s) is not operational, Service(s) will be deemed accepted by Customer as of the Service Start Date and Customer will pay for such Service(s) as of such date. To facilitate the installation and maintenance of the Service(s), Customer will: a) prepare its premises (including the disconnection and removal of existing service) as necessary; b) provide any inside wiring, equipment and/or software necessary to connect Service(s), and c) provide TelCove all required access and security as necessary. Title to all equipment and software provided by TelCove will remain exclusively with TelCove. Customer further agrees not to create or permit to be created any lien or other encumbrances on TelCove's equipment and software.

3. **Term.** The term of the Service Agreement will commence on the Service Start Date and expire upon fulfillment of the term commitment set forth in the Service Agreement (the "Initial Term") unless earlier terminated as provided for in this Agreement. Upon expiration of the Initial Term, this Service Agreement shall automatically renew on a month-to-month basis (the "Renewal Term") unless either party gives the other written notice of its intent to terminate at least thirty (30) days before expiration of the Initial Term or Renewal Term as applicable.

4. **Use of Service.** Customer may use the Service(s) for any lawful purpose provided that such use does not: a) interfere with or impair service over any of the facilities and associated equipment constituting TelCove's network; or b) impair the privacy of any communications over the facilities and equipment of TelCove. Customer will use the Service(s) in accordance with all laws and regulations, and the terms and conditions contained in this Service Agreement. TelCove may make changes to the Service(s) provided that any such change will not materially adversely affect the performance of the Service(s).

5. **Maintenance/Return of Equipment.** Maintenance of TelCove owned equipment and software, if any, provided as part of the Service(s) will be at no additional charge unless such charges are: a) specifically set forth in this Service Agreement; or b) for maintenance that is necessitated by unauthorized modifications or other acts or omissions of Customer or others. Customer will surrender any TelCove owned equipment or software promptly upon the discontinuance of the Service(s) for which same is being used, in the same condition as delivered subject only to reasonable wear and tear. If TelCove owned equipment or software is surrendered in damaged condition, Customer will pay TelCove any additional charges necessary to repair or replace the damaged equipment. Should Customer fail to surrender TelCove equipment or software within thirty (30) days after TelCove's request, Customer will be

liable for TelCove's reasonable attorneys fees and expenses, as liquidated damages and not a penalty, in the amount of ten thousand dollars (\$10,000), representing the reasonable value of the TelCove equipment or software. Customer's obligations pursuant to this Section 5 will survive termination of this Agreement.

6. **Charges and Payment.** The installation and monthly recurring charges for Service(s) stated herein will be as specified in this Service Agreement. The charges stated do not include any international, federal, state or local taxes, assessments, fees or surcharges. Unless Customer provides a valid exemption certificate, Customer will pay such applicable taxes, fees or surcharges upon receipt of the invoice. Customer will notify TelCove if Customer's tax-exempt status changes during the term of this Service Agreement. Payment for Service(s), including applicable international, federal, state, and local taxes, assessments, fees or surcharges, will be due upon receipt of invoice. Customer may in good faith withhold payment of any disputed charges; provided, however, that a charge is not disputed unless Customer provides TelCove with a written explanation of the disputed charge within sixty (60) days from the date of the invoice. If TelCove determines the disputed charges are valid, TelCove will notify Customer and Customer must pay all such charges within ten (10) days. Beginning forty five (45) days after the date of invoice, interest on late payments will accrue at the rate of 1.5% per month or the maximum rate allowed by law, whichever is more, on the unpaid balance. Customer will be liable to TelCove for any costs and/or expenses incurred directly or indirectly, including reasonable attorney's fees and expenses, in collection of any amounts due and owing to TelCove.

7. **Additional Charges.** Customer is subject to the applicable charges for moves, adds, changes, and upgrades for those items covered by this Service Agreement. All Service(s) other than those stated herein will be provided at the prevailing charges set forth in the applicable TelCove tariff. Service records will constitute full proof of the content and nature of Customer's Service(s).

8. **Service Level Agreement.** TelCove shall provide Customer with the Service Level Guarantee set forth in the TelCove Ethernet Product Service Level Agreement, attached hereto and incorporated herein by reference.

9. **Termination of Service(s).** In addition to any other remedy available, TelCove may immediately terminate this Service Agreement, in whole or in part, in the event of a breach by Customer which includes, but is not limited to the following: a) non-payment of amounts due and owing to TelCove; b) Customer's unlawful or fraudulent use of Service(s); c) Customer provides false or misleading information; d) any material default of this Service Agreement; e) a violation of any law, rule or regulation of any governing authority having jurisdiction over the service; f) a violation giving rise to a right of termination as set forth in TelCove's applicable federal or state tariffs; or g) the Service(s) being provided to Customer are no longer economically or technically feasible. Upon such termination, Customer will immediately: i) cease utilizing the Service(s); ii) pay TelCove for all charges incurred by Customer, including taxes and surcharges, through the date such Service(s) is discontinued, and iii) except for (g) above, pay any applicable termination liability as outlined below.

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COMMISSION  
OF KENTUCKY

10. **Notice of Termination of Service Agreement.** In the event Customer intends to terminate a particular Service or all Service(s) governed by this Service Agreement prior to expiration of the term set forth herein, if longer than a month to month term, Customer will provide TelCove three (3) months written notice. In the event that Customer does not so notify TelCove, Customer will owe TelCove an additional three (3) months of charges in addition to the termination liability outlined below.

11. **Termination Liability.** If Customer terminates Service for its own convenience, or TelCove terminates for cause as set forth above, prior to the fulfillment of the term set forth herein, then a termination liability will be due from Customer to TelCove; which Customer acknowledges is a reasonable approximation of damages and does not represent a penalty. The termination liability will include: (a) any previously waived charges for the Services(s); plus (b) a one-time charge calculated as follows:

(i) for Service(s) disconnected in the first year of service of the Initial Term or any Renewal Term, all remaining recurring charges for such first year, plus 50% of all recurring charges for the remainder of the Initial Term or Renewal Term; or

(ii) for Service(s) disconnected after the first year of service, 50% of all recurring charges for the remainder of the Initial Term or Renewal Term.

12. **Indemnification and Limitations on Liability.** Customer will defend, indemnify and hold TelCove, its affiliates and each of their respective owners, directors, officers, employees and agents, harmless from and against all claims, suits, expenses, losses, demands, actions, causes of action, judgments, costs and reasonable attorney's fees and expenses of any kind or nature for any and all damages of any kind arising from or related to any use of the Service(s) or otherwise arising under this Service Agreement. **IN NO EVENT WILL TELCOVE BE LIABLE FOR ANY LOSS OF PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING OUT OF ITS PROVISION OF SERVICES OR FAILURE TO PROVIDE SERVICES UNDER THIS AGREEMENT, WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT. TELCOVE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SERVICE AGREEMENT WILL NOT EXCEED THE TOTAL CHARGES FOR THE SERVICE(S) PROVIDED UNDER THIS SERVICE AGREEMENT DURING THE MONTH IN WHICH SUCH LIABILITY ARISES.**

13. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including but not limited to acts of God or government, war, national emergencies, riot, insurrection, acts of terrorism, vandalism, criminal action taken against a Party or its affiliates, disturbance, strike, lockout, work stoppage or other labor dispute, failure of usual sources of supply, unavailability, failure or malfunction of equipment or facilities provided by third parties, pole hits, storm, fire, flood, earthquake, accident, or any other cause not within TelCove's reasonable control, including, but not limited to local or foreign telephone company action and any law, order, regulation or other action of any governmental entity. In addition, TelCove will not be liable for

claims or damages resulting from or caused by: a) Customer's fault, negligence or failure to perform Customer's responsibilities; b) claims against Customer by a third party; c) any act or omission of any other party; or d) equipment or services furnished by a third party. This section will survive termination or expiration of the Agreement and will continue to apply after the Agreement ends.

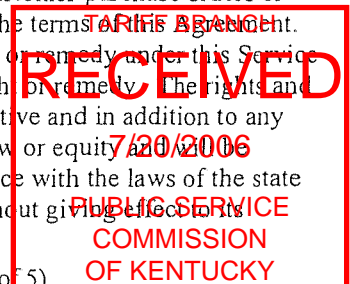
14. **Credit Allowances.** Service interruption credit allowances will be granted pursuant to the attached Service Level Agreement. Credit allowances will not apply to interruptions: a) caused by Customer and/or its employees, contractors, subcontractors, vendors or agents; b) due to failure of power or equipment provided by others; c) during any period in which TelCove is not allowed access to the premises; d) due to maintenance and repair operations scheduled in advance with Customer; e) caused by fiber or wire cuts or other equipment damage on Customer premises; f) caused by an outage in Customer's internal network, inside wiring, Private Branch Exchange or multiplexers; g) due to circumstances or causes beyond the control of TelCove; or h) that was not reported to TelCove as state below.

15. **Assignment.** TelCove may assign the rights, privileges or obligations conveyed under this Service Agreement. Customer may not assign the rights, privileges, or obligations conveyed under this Service Agreement without first obtaining the written consent of TelCove, which consent will not be unreasonably withheld, provided, however, that the party receiving assignment expressly assumes, in writing, the obligations of the Customer.

16. **Warranties. EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, IN FACT OR BY OPERATION OF LAW, STATUTORILY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICE(S). TELCOVE ALSO MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

17. **No Agency.** This Service Agreement does not create any agency, joint venture, or partnership between TelCove and Customer, each of which are independent business entities. Neither party will have the right, power or authority to act for the other in any manner, except as expressly provided herein.

18. **Miscellaneous.** This Service Agreement, is binding upon the Parties' respective successors and assigns, and together with any applicable tariff(s), constitutes, the entire agreement between TelCove and Customer. No prior agreements, understandings, statements, proposals or representations, either oral or written apply. This Service Agreement can be modified only in writing by the Parties. If any provision of this Service Agreement is held to be illegal or unenforceable, this Service Agreement's unaffected provisions will remain in effect. No customer purchase orders or similar documents will vary or add to the terms of this Agreement. If either party fails to enforce any right or remedy under this Service Agreement, that does not waive the right or remedy. The rights and remedies of the Parties shall be cumulative and in addition to any other rights or remedies provided by law or equity and shall be governed by and construed in accordance with the laws of the state in which the Services are provided without giving effect to the conflict of laws provisions. \*\*\*\*



**TELCOVE ETHERNET PRODUCT  
SERVICE LEVEL AGREEMENT**

1. **Service Description:** TelCove's Ethernet product which provides connectivity between locations, utilizing the existing SONET rings and either dedicated or shared IP bandwidth.
2. **TelCove's Service Level Commitment.** TelCove offers a service level agreement on all Ethernet Services. TelCove reserves the right to review and deny any credits under this section claimed by Customer, should Customer's claim, in TelCove's reasonable judgment, not meet the criteria established for such claim.
  - (a) The TelCove Service Level Commitment is limited to only those on-net (Type 1, I.e. those circuits and facilities owned by TelCove) services being provided under this agreement and applies to each service individually.
  - (b) **Customer eligibility** The customer must open a trouble ticket with the TelCove National Repair Center directly at 877-321-5465 in connection with the Service Level Agreement (SLA) violation in order to be eligible for credit. The trouble ticket must be relative to the violation in question. If a customer is entitled to multiple credits under the SLA arising from the same events, then credits shall not be cumulative. The customer shall be entitled to receive only the maximum single credit available for such an event.
  - (c) **Maximum SLA Credits** The maximum SLA credits issued in any one calendar month shall not exceed:
    - (i) Charges equaling 50% of the monthly charges for each individually affected service with respect to Network Availability.
    - (ii) Charges equaling 50% of the total monthly charges under this agreement with respect to all services covered under this agreement with respect to any SLA violation (if multiple services provided under this agreement).
  - (d) **Service Credit Exceptions** TelCove Network Outage Time is measured from the time a TelCove trouble ticket is opened, as a result of the customer's inability to transmit and receive data, to the time the Ethernet connection is able to transmit and receive data. Service Credits shall not be issued where the service is unavailable as a result of:
    - (i) Failure of any components beyond the customer side of either the access provider demarcation or the TelCove provided router, including, but not limited to Customer's applications, equipment or facilities.
    - (ii) Network outages caused by non-TelCove provided local loop (e.g. ILEC provided local loop).
    - (iii) Network downtime during TelCove scheduled maintenance window.
    - (iv) Force majeure events.
    - (v) Acts or omission or Customer or any other user of the service authorized by Customer, and/or any willful misconduct or abuse of TelCove Services.

3. **Service Level Agreement** TelCove Ethernet Service availability guarantee is to have the TelCove Ethernet Service Network performance as defined below. TelCove Ethernet Service will credit Customer's account if TelCove Ethernet Service fails to meet this availability guarantee during any given calendar month.



- (a) If Customer believes that TelCove has failed to meet the commitment levels defined in this SLA, Customer must contact its TelCove Account Manager/Executive within five [5] business days of the last day of the month in which the relevant SLA was not met. TelCove will verify all or any SLA violation prior to issuing Customer a service credit.
- (b) **Network Availability Measurement (per billing period)** Total amount of Ethernet Service “downtime” (in minutes) from all trouble tickets relative to Network Outage Time (per individual service) rounded up to the nearest hour.
  - (i) *Example:* Total Network Outage time of 20 minutes = 1 hour
- (c) **Mean Time To Repair (MTTR – per billing period)**

Sum of all trouble ticket service restoration intervals relative to Network Outage  
Total Number of trouble tickets relative to Network Outages

<b>TelCove Service Level Agreements</b>		
<b>Applicable Components</b>	<b>Goal</b>	<b>Violation Remedy</b>
* Network Availability	100% Availability	1 day credit = 1/30 of the monthly fees for the applicable location(s) per each hour of downtime (e.g. downtime between 1 to 60 minutes = 1 day credit eligible) in a given billing period.
** Mean Time To Repair (MTTR)	4 hours (monthly average)	1 day credit = 1/30 of the monthly fees for the applicable location(s) for each hour that exceeds the initial 4 hour MTTR in a given billing period.

\*NOTE: TelCove Components Included in Network Availability: [a] TelCove Type 1 dedicated facilities used to provide private line connectivity between two (2) or more customer locations, dedicated access to customer selected Interexchange Carrier Points of Presence (POP), or access to TelCove provided data services and [b] TelCove provided CPE (Channel Bank, Router, CSU/DSU).

\*\*NOTE: MTTR is calculated less access time. Access time is defined as: [a] the time it takes for the customer to respond to TelCove repair questions related directly to current open trouble ticket(s) or [b] the time a TelCove onsite repair technician waits to gain access to the customer premises.

