



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

Customer Name: AMEC
~~Amec~~ Earth & Environmental

State of Incorporation: NV

Physical Address: 11003 Bluegrass Parkway #690

City: Louisville State KY Zip 40299

Contact Name: _____ Title _____
 Phone: [Signature] Fax _____
 Email: _____

Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 11003 Bluegrass Parkway #690

City: Louisville State: KY Zip: 40299

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

Minimum Monthly Commitment:
\$ 500 Customer Initials: [Signature]

Minimum Term Commitment:
36months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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5/19/2006
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 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY



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

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

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US LEC[®]

voice | data | Internet[™]

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

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Attachment A

Ref #: 105805
 Term: 36 months
 Created By: Knauss, Jay
 Total MRC: \$555.00
 Total NRC: (\$1,000.00)

Amec Earth & Environmental
 11003 Bluegrass Parkway Suite
 690
 Louisville, KY 40299

AMEC Earth & Environmental
 11003 Bluegrass Parkway suite 690
 LOUISVILLE, KY 40299

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$548.50	
	Domestic LD Bundle - 5000		1		
	Voice Trunk		15		
	D-Channel		1		
	Automatic Number Identification		1		
Voice - Local & LD	DID Numbers Group of 20	\$3.25	2	\$6.50	
Account - Services	Conversion Credit	(\$2,000.00)	1		(\$2,000.00)
			Total	\$555.00	(\$1,000.00)

Customer Officer Initials [Signature] Date _____

USLEC Officer Initials PC Date R

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



03/24/2006 FRI 11:05 FAX

CSA 033106 DMB

US LEC

voice / data / Internet

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

Customer Name: Datamax - Blankenbaker Pkwy
 State of Incorporation: KY
 Physical Address: 406 Blankenbaker Pkwy Ste J
 City: Louisville State: KY Zip: 40243-1881
 Contact Name: _____ Title: _____
 Phone: _____ Fax: _____
 Email: _____
 Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): Attn: Accounts Payable
 City: Louisville State: KY Zip: 40243-1881

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: De

Minimum Term Commitment:

36 months Customer Initials: De

COMMITMENT LEVEL & TERM DISCOUNTS

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

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TARIFF BRANCH
RECEIVED
 4/4/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

03/24/2006 FRI 11:05 FAX

US LEC
voice / data / Internet**GENERAL TERMS AND CONDITIONS**

1. **Agreement Subject to Tariffs.** This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
2. **Payment for Services.** Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
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4. **Customer Satisfaction Guarantee.** If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 11 day written notice.
5. **Term: Automatic Renewal.** This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service Initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service Initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
6. **Termination.** (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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TARIFF BRANCH
RECEIVED

4/4/2006

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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

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

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

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Attachment A

Ref #: 96820
 Term: 36 months
 Commitment: \$500.00

Datamax - Blankenbaker Pkwy
 406 Blankenbaker Pkwy Ste J
 Louisville, KY 40243-1881

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		8		
	64K Internet		10		
Voice - Toll Free	Toll Free Number	\$3.00	1	\$3.00	
Internet - Dedicated Internet	Hosting Bronze	\$24.95	1	\$24.95	
Internet - Dedicated Internet	64K Internet	\$25.00	2	\$50.00	
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
Total				\$577.95	\$0.00

Customer Office Initials

Date 24-MAR-06

USLEC Office Initials

Date

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

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Appointment of Agent

Customer Name: Datamax - Blankenbaker Pkwy
Physical Address: 406 Blankenbaker Pkwy Ste J
City: Louisville State: KY Zip: 40243-1881

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

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

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

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

502-459-8560

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Datamax - Blankenbaker Pkwy
By: [Signature]
Name: THOMAS D. SHULAK
Title: PRESIDENT
Date: 24-MAR-06

US LEC of Tennessee Inc.
By: [Signature]
Name: Paul Caslowe
Title: Director
Date: 3/27/06

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

Customer Name: Sterling Services Llc
 State of Incorporation: _____
 Physical Address: 4104 East Moor Road East Moor
 City: Louisville State: KY Zip: 40218
 Contact Name: Frank Lanham Title: MANAGING PARTNER
 Phone: 502 459-7035 Fax: 502 473-0514
 Email: FRANK.L@STERLING.COM
 Tax Exempt Certificate Number: _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
 City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: [Signature]

Minimum Term Commitment:

36 months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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Attachment A

Ref #: 104585
Term: 36 months
Created By: Knauss, Jay
Total MRC: \$644.00
Total NRC: \$0.00

Sterling Services Llc
4104 ~~East Moor~~ Road *East Moor Rd.*
Louisville, KY 40218

STERLING SERVICES LLC
4104 ~~East Moor~~ Road *East Moor Rd.*
LOUISVILLE, KY 40218

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$50.00	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Maximum Power			1	\$585.00	
	Domestic LD Bundle - 5000		1		
	D-Channel		1		
	64K Internet		10		
	Automatic Number Identification		1		
	Voice Trunk		13		
Voice - Toll Free	Toll Free Number	\$3.00	<i>15</i>	45.00 <i>15.00</i>	
			Total	\$644.00	\$0.00

**650.00*

** Credit of \$1,000.00 to be applied to first two billings.*

Customer Officer Initials *WRR* Date *3-7-06*

US LEC Officer Initials *R* Date *R*

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

LANE BRANCH
RECEIVED
4/4/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CSA-033106 TNL



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

Customer Name: T-Netix Inc. Louisville Metropolitan Dept. Of Corrections
State of Incorporation: TX
Physical Address: 400 South Sixth Street
City: Louisville State KY Zip 40202
Contact Name: Melanie Phillips Title Accounting
Phone: (972) 277-0545 Fax
Email: mphilips@securusatech.net
Tax Exempt Certificate Number* FCC Form 499 ID#811751

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 14651 Dallas Parkway
City: Dallas State: TX Zip: 75254

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

Minimum Monthly Commitment:

\$ 2000 Customer Initials: ML

Minimum Term Commitment:

24months Customer Initials: ML

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

1. **Agreement Subject to Tariffs.** This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
2. **Payment for Services.** Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
3. **Minimum Monthly Commitment.** Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agree to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
4. **Customer Satisfaction Guarantee.** If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
5. **Term; Automatic Renewal.** This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
6. **Termination.** (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 6(A) above) or US LEC terminates this Agreement pursuant to Paragraph 6(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 80% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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

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

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

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PowerTOOLS - Presale Credit Check Form



Quick Find:

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

VIEW ACTIONS TOOLS REPORTS LINKS

- Dashboard
- Account Details
- Contacts
- Workflows
- Activities
- History
- Opportunities
- Quotes
- Documents
- Trouble Mgmt
- Orders

Presale Credit Check Request

Salesperson Name: Judy Bruk **Salesperson Phone#:**
USLEC Sales Office: Atlanta **Date of the Request:**
Name of the Company: T-NETIX INC. LOUISVILLE **Parent Company:**
 METROPOLITAN DEPT. OF CORRECTIONS
Address: 400 South Sixth Street **Parent Company Address:**
 LOUISVILLE, KY 40202
Main Phone: **Previous Address:**

Service	Current Provider	Current Amount	USLEC Revenue
Local MRCs		\$0.00	\$2,160.00
Outbound LD		\$0.00	\$100.00
	Total	\$0.00	\$2,260.00

Arbor #	Account Name	Address	City
	T-NETIX INC. LOUISVILLE METROPOLITAN DEPT. OF CORRECTIONS	400 SOUTH SIXTH STREET LOUISVILLE, KY 40202	LOUISVILLE

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

Date of Credit Check: 3/14/2006
Result: Approved
Deposit: \$0.00
Credit Check Done By: Mary Jones
Credit Check Note: approval for \$ 2260.00/ mmj (D&B# 61-904-0173)

TARIFF BRANCH
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 4/4/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY



Attachment A

Ref #: 105970

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

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

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Voice - Local & LD	Voice Trunk	\$21.50	98	\$2,064.00	
Voice - Conferencing	Conferencing	\$0.00	1	\$0.00	
Account - Services	Conversion Credit	(\$4,000.00)	1		(\$4,000.00)
Total				\$2,064.00	\$0.00

Customer Officer Initials WKC Date 3/13/06

USLEC Officer Initials [Signature] Date 3/14/06

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, TRS-291, and payphone surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees. If inside wiring or demarcation extension is required, charges will apply.

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4/4/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



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

Customer Name: Law Office Of John Plymire
State of Incorporation: KY
Physical Address: 539 West Market Street SUITE 400
City: Louisville State KY Zip 40202
Contact Name: John Plymire Title OWNER
Phone: (502) 950-4650 Fax (502) 499-0840
Email: john_plymire@hotmail.com
Tax Exempt Certificate Number _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: [Signature]

Minimum Term Commitment:

36months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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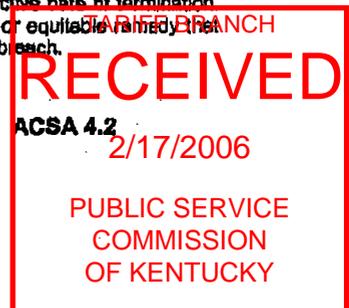
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GENERAL TERMS AND CONDITIONS

- 1. Agreement Subject to Tariffs.** This Agreement and all US LEC services and agreements are governed by the terms and conditions contained in US LEC's tariffs, price lists, and published terms and conditions (collectively, the "Published Rates, Terms and Conditions"). Published Rates, Terms and Conditions are available by contacting US LEC, or may be found at www.uslec.com. Tariffs or price lists, if applicable to a service of US LEC, are also available by contacting US LEC, or the appropriate regulatory agency. Published Rates, Terms and Conditions are subject to change by US LEC or the appropriate regulatory agency. Customer agrees to be bound by the provisions of US LEC's Published Rates, Terms and Conditions in effect from time to time. In the event of a conflict between the provisions of this Agreement and any applicable Published Rates, Terms and Conditions, the provisions of the Published Rates, Terms and Conditions shall govern.
- 2. Payment for Services.** Customer agrees to pay US LEC's charges for the Services as set forth in this Agreement or US LEC's applicable Published Rates, Terms and Conditions. Customer shall be responsible for paying for all calls originating from or terminating to either Customer's premises or the Services (whether or not authorized by Customer). Customer will be invoiced on a monthly basis. Invoices are payable upon receipt by Customer. If payments are not received by US LEC within twenty-eight (28) days of the date of the invoice, US LEC may at any time thereafter, subject to applicable laws or regulations, discontinue the Services, terminate this Agreement, request a security deposit and/or impose a late charge of one and one-half percent (1 1/2%) per month of the balance due (or such lesser amount as is permitted by applicable law). Except as otherwise provided by applicable law, Customer has the affirmative obligation of providing written notice and supporting documentation for any dispute of an invoice within forty-five (45) days of the date of such invoice. All undisputed invoice charges remain due and payable as described above and payment of such undisputed amounts shall not be withheld. US LEC may also apply any Customer deposit to the unpaid bill. Customer agrees to pay US LEC all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees and expenses.
- 3. Minimum Monthly Commitment.** Customer agrees to pay for the Minimum Monthly Commitment indicated above. In any given month (after the third full month following Service Initiation) where actual amounts billed to Customer fall below the Minimum Monthly Commitment, Customer will nonetheless be billed for and agrees to pay the Minimum Monthly Commitment. If actual amounts billed to Customer are less than Customer's Minimum Monthly Commitment for a period of four consecutive months, US LEC may, but shall not be required to, reduce Customer's Minimum Monthly Commitment, and alter its rates accordingly, to reflect actual amounts billed to Customer in such four month period. US LEC may only reduce Customer's Minimum Monthly Commitment once during each calendar year. Service types that contribute toward the Minimum Monthly Commitment include voice, data and Internet services. Charges that do not contribute to the Minimum Monthly Commitment include: all charges for all non-recurring charges, such as installation charges, expedite charges and late payment penalties, taxes and other government-imposed surcharges, and all charges by other carriers that are not invoiced by US LEC to Customer. Multiple Customer locations specifically referenced herein or in an addendum hereto are aggregated to satisfy the Minimum Monthly Commitment.
- 4. Customer Satisfaction Guarantee.** If, at any time, Customer is not satisfied that US LEC's network quality or the quality of the sales and service support Customer receives from US LEC is at least as good as the network quality and service that was provided to Customer by Customer's prior carrier(s), and US LEC fails to correct the problem to Customer's reasonable satisfaction within 15 days of receipt of written notice specifying in reasonable detail the nature of the problem, Customer may terminate this Agreement without penalty upon an additional 15 day written notice.
- 5. Term: Automatic Renewal.** This Agreement shall become effective on the date it is signed by both Customer and US LEC (the "Effective Date"), subject, however, to US LEC's approval of Customer's credit application and US LEC's approval of the suitability of Customer's premises for the Services. The Minimum Term Commitment commences on date of Service Initiation. This Agreement shall continue in force for the Minimum Term Commitment selected on the first page of this Agreement unless sooner terminated as provided herein, provided however, that if Customer adds additional T-1 facilities under this Agreement after the Effective Date, Customer's Minimum Term Commitment with respect to such facilities shall commence on the date of Service Initiation for such facility, and this Agreement shall continue in force until the Minimum Term Commitments applicable to all facilities ordered hereunder shall have expired. This Agreement shall be automatically renewed for successive one-year periods unless either party gives the other party written notice of non-renewal at least 30 days prior to the end of the then current term. The terms and conditions of this Agreement shall be applicable to any such renewal term.
- 6. Termination.** (A) If a party materially breaches any of the terms of this Agreement, the other party may terminate this Agreement without liability to the breaching party, but only if 1) the non-breaching party has given at least thirty (30) days notice of its intent to terminate and 2) prior to the effective date of such notice, the breaching party has not substantially remedied such breach. Notwithstanding the foregoing, US LEC may discontinue, suspend, or terminate the Services for non-payment of any amount owing hereunder when due, including non-payment of a required security deposit, on the date notice is given, or on the earliest date allowed by applicable law or regulation. (B) If, prior to the expiration of the term of this Agreement, Customer terminates this Agreement (other than as provided in Paragraphs 4 and 8(A) above) or US LEC terminates this Agreement pursuant to Paragraph 8(A) due to Customer's breach, Customer shall be liable to US LEC for: (i) a termination charge in an amount equal to 50% of the Minimum Monthly Commitment multiplied by the number of months remaining in the then current term; and (ii) a termination charge in an amount equal to any promotional credits, discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.

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

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

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

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Appointment of Agent

Customer Name: Law Office Of John Plymire
Physical Address: 539 West Market Street, Suite 400
City: Louisville State: KY Zip: 40202

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

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

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

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

(502) 499-2111
Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Law Office Of John Plymire
By: [Signature]
Name: John Plymire
Title: owner
Date: 8 Feb 06

US LEC of Tennessee Inc.
By: [Signature]
Name: COFFEY
Title: Director of Sales
Date: 2/9/06

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TARIFF BRANCH
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2/17/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

02/13/2006 14:01 FAX 5023269959
 02/09/06 12:12 FAX 615 324 1878
 02/09/2006 11:40 FAX 5023269959

US LEC
 US LEC OF TN INC
 US LEC

007/007
 007
 007/007

US LEC

voice / data / internet

Attachment A

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

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

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		6		
	64K Internet		10		
Internet - Dedicated Internet	Analog & Internet Gateway NRC	\$2,000.00	1		\$2,000.00
Internet - Shared Hosting	Hosting Bronze	\$24.95	1	\$24.95	
Account - Services	Conversion Credit	(\$4,000.00)	1		(\$4,000.00)
Usage Discount	Conferencing	50%			
Usage Discount	Toll Free Intrastate	28.57%			
Total				\$524.95	(\$1,000.00)

Customer Officer Initials [Signature] Date 8 Feb 06

USLEC Officer Initials [Signature] Date 2/9/06

The rates disclosed herein do not include federally- or state-regulated surcharges and fees (which include but are not limited to USF, TRS, E-911, and payphone surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, US LEC does not charge CALC, EUCL, FGC Charge, PIGD, Long Distance Access, LNP, or Single Bill Fees.

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 2/17/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

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

Customer Name: Archdiocese Of Louisville - Charities Chancery
 State of Incorporation: KY
 Physical Address: 212 E. College St.
 City: Louisville State KY Zip 40208
 Contact Name: _____ Title _____
 Phone: _____ Fax _____
 Email: _____
 Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
 City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:
\$ 500 Customer Initials: Boh

Minimum Term Commitment:
36months Customer Initials: Boh

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

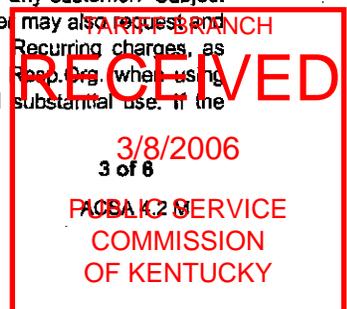
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- discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for all amounts incurred by Customer through the effective date of termination. Nothing contained herein or in paragraph 2 shall be construed as prohibiting US LEC from pursuing any other legal or equitable remedy that may be available to it, or limiting the damages to which US LEC may be entitled in law or in equity, due to Customer's breach.
7. **Equipment.** (A) US LEC will provide hardware and software owned, leased or developed by, or licensed to US LEC as outlined in Attachment A, which is necessary to perform the applicable Services (the "Equipment"). Customer agrees to use the Equipment solely in connection with the Services. US LEC and/or its suppliers have and will retain all rights, title and interest in and to the Equipment, including any intellectual property rights therein. Use of the Equipment may be subject to end-user licenses that are included with the Equipment. Customer will not remove any identification tags or other markings on the Equipment and will not cause, create or suffer any claims, liens, charges or encumbrances or security interests in, on or to the Equipment. With regard to any software components of the Equipment, Customer agrees it will not (i) use or make any copies of the software, (ii) reverse engineer, decompile, or disassemble the software, (iii) sell, resell, transfer, license, sublicense, or distribute the software, or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, that arise out of Customer's failure to comply with the foregoing. (B) Customer agrees to return the Equipment within thirty (30) days of termination or expiration of the Agreement. If Customer fails to return the Equipment within that period, US LEC shall have the right to (a) invoice Customer for the full replacement value for the Equipment and/or (b) pursue any other right it may have at law or in equity. The Equipment must be returned in the same condition as when it was originally delivered to Customer, except for customary wear and tear. (C) To the extent US LEC is performing the Services using hardware and/or software owned, leased or licensed by Customer (the "Customer Equipment"), Customer agrees to (a) provide US LEC or its suppliers with such reasonable and safe access to the Customer Equipment as is necessary to perform the Services, (b) secure any licenses, approvals or consents required for US LEC or its suppliers to access or use the Customer Equipment necessary to perform the Services, and (c) meet other physical and environmental requirements. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims (including intellectual property infringement claims), losses, liabilities and damages, including reasonable attorney's fees, that arise out of the Customer's failure to secure the licenses, approvals and/or consents set forth in this section. Customer also agrees Customer will not alter, modify or re-configure the Customer Equipment unless written notice of such is provided to US LEC in advance.
8. **Authorization to Perform Testing; Associated Risks.** Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants US LEC the authority to access Customer's networks and computer systems solely for the purpose of providing the Services. Customer acknowledges that the Services constitute permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to US LEC are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify US LEC of such Host arrangement prior to the commencement of any Services; (ii) obtain Host's written consent for US LEC to perform the Services on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide US LEC with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between US LEC and Host in connection with the Services. Customer agrees to indemnify, defend and hold US LEC and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this section. Customer will indemnify and hold US LEC and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Services entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Services; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.
9. **Intellectual Property.** US LEC or its suppliers are the exclusive owner of and will retain all rights, title, and interest in and to the Services and the Equipment, including copyrights, patent rights, trademarks, service marks, trade secrets, and other proprietary rights therein.
10. **Certain Damages.** Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or Equipment of US LEC, which may be caused by the negligence or willful misconduct of Customer, its agents, employees or representatives.
11. **Toll Free Service.** A Resp.Org. is an agent appointed by a customer to access the national toll free database, which stores characteristics of each toll free number, and to act on the Customer's behalf in defining and administering the toll free number(s) in the national database used by the Customer. US LEC provides Resp.Org. functions in accordance with Bell Operating Companies joint tariff for access to the toll free database, however, US LEC may, at its discretion, limit the quantity of numbers it manages as a Resp.Org. for any customer. Subject to the preceding sentence, Customer may request and agree to pay for US LEC to serve as its Resp.Org. Customer may also request and agree to pay for US LEC to subscribe to Toll Free Directory Listing for the number(s) assigned to Customer. Recurring charges, as specified in the applicable Published Rates, Terms and Conditions shall apply if Customer retains US LEC as Resp.Org. when using another Toll Free service provider. The Customer must place each Toll Free telephone number in actual and substantial use. If the Customer elects to retain a non-US LEC Resp.Org., the Customer must notify US LEC of any changes in

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

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

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

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Appointment of Agent

Customer Name: Archdiocese Of Louisville - Charities
Physical Address: 212 E. College St.
City: Louisville State: KY Zip: 40208

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

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

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

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

502-585-3291

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Archdiocese Of Louisville - Charities
By: [Signature]
Name: BRIAN B. REYNOLDS
Title: Chancellor
Date: 2/16/06

US LEC of Tennessee Inc.,
By: [Signature]
Name: Paul Cochran
Title: Director
Date: 2-22-06

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PUBLIC SERVICE COMMISSION OF KENTUCKY



Attachment A

Ref #: 98011
 Term: 36 months
 Commitment: \$500.00

Archdiocese Of Louisville - Charities
 212 E. College St.
 Louisville, KY 40208

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

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

Customer Officer Initials BR Date _____

USLEC Officer Initials fr Date 2/21/06

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

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RECEIVED
 3/8/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

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

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

Billing Address (if different): _____
 City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: BSA

Minimum Term Commitment:

36months Customer Initials: BSA

COMMITMENT LEVEL & TERM DISCOUNTS

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

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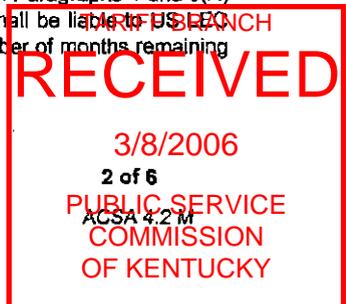
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GENERAL TERMS AND CONDITIONS

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

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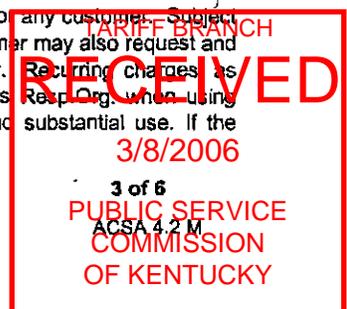
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discounts or fee waivers previously provided by US LEC to Customer. In the event of termination of this Agreement for any reason Customer acknowledges and agrees that US LEC may withhold customer service information until US LEC receives payment for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

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

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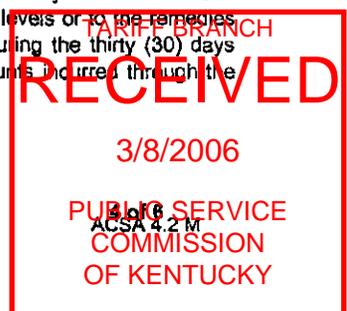
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the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers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

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

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

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Appointment of Agent

Customer Name: Archdiocese Of Louisville - ~~College~~ Charities
 Physical Address: 2911 South 4th St.
 City: Louisville State: KY Zip: 40208

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

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

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

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

502-637-9786
 Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Archdiocese Of Louisville - ~~College~~
 By: Brian B. Reynolds
 Name: BRIAN B. REYNOLDS
 Title: Chancellor
 Date: 2/16/06

US LEC of Tennessee Inc.,
 By: Paul Acker
 Name: Paul Acker
 Title: Director
 Date: 2/21/06

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Attachment A

Ref #: 98079
 Term: 36 months
 Commitment: \$500.00

Archdiocese Of Louisville - College
 2911 South 4th St.
 Louisville, KY 40208

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

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

Customer Officer Initials BOY Date _____

USLEC Officer Initials [Signature] Date 2/21/06

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

TARIFF BRANCH
RECEIVED
 3/8/2006
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

030106 AL-M



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

Customer Name: Archdiocese Of Lou. - Maloney
 State of Incorporation: KY
 Physical Address: 1200 South Shelby Street
 City: Louisville State KY Zip 40203
 Contact Name: _____ Title _____
 Phone: _____ Fax _____
 Email: _____
 Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
 City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment: \$ 500 Customer Initials: Boo

Minimum Term Commitment: 36months Customer Initials: Boo

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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3/8/2006
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PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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

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

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

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Attachment A

Ref #: 98010
 Term: 36 months
 Commitment: \$500.00

Archdiocese Of Lou. - Maloney
 1200 South Shelby Street
 Louisville, KY 40203

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

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

Customer Officer Initials BAR Date _____

USLEC Officer Initials [Signature] Date 2/21/06

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

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Appointment of Agent

Customer Name: Archdiocese Of Lou. - Maloney

Physical Address: 1200 South Shelby Street

City: Louisville State: KY Zip: 40203

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

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

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

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

502-636-0296

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Archdiocese Of Lou. - Maloney

By: B. B. Reynolds

Name: BRIAN B. REYNOLDS

Title: Chancellor

Date: 2/16/06

US LEC of Tennessee Inc.,

By: Paul Carter

Name: Paul Carter

Title: Director

Date: 2/21/06

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

Customer Name: Kleir Communications Inc. ASAP JACK LLC
State of Incorporation: KY
Physical Address: 9700 Ormsby Station Rd.
City: Louisville State KY Zip 40223
Contact Name: Chad Dehart IT IT Mgr
Phone: 502-992-6380 Fax 502-339-8891
Email: cdehart@asapjack.com
Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 9700 Ormsby Station Rd.
City: Louisville State: KY Zip: 40223

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: CSD

Minimum Term Commitment:

36months Customer Initials: CSD

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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Attachment A

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

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

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$60.01	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Maximum Power			1	\$585.00	
	Domestic LD Bundle - 5000		1		
	D-Channel		1		
	64K Internet		18		
	Automatic Number Identification		1		
	Voice Trunk		5		
Voice - Local & LD	DID Numbers Group of 20	\$3.25	3	\$9.75	
Voice - Toll Free	Toll Free Number	\$3.00	2	\$6.00	
Total				\$660.76	\$0.00

Customer Officer Initials

CSD Date 2/14/06

USLEC Officer Initials

JW Date 2/14/06

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

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3/8/2006
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COMMISSION
OF KENTUCKY

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

Customer Name: Danny'S Tobacco

State of Incorporation: KY

Physical Address: 409 E. Dixie Ave

City: Elizabethtown State KY Zip 42701

Contact Name: _____ Title _____

Phone: _____ Fax _____

Email: _____

Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____

City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: [Signature]

Minimum Term Commitment:

36 months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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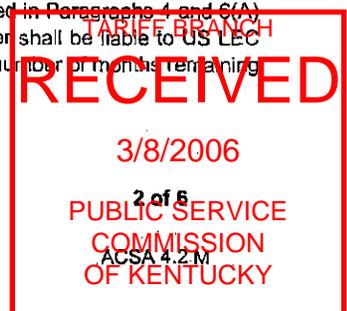
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 OF KENTUCKY



GENERAL TERMS AND CONDITIONS

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

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

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

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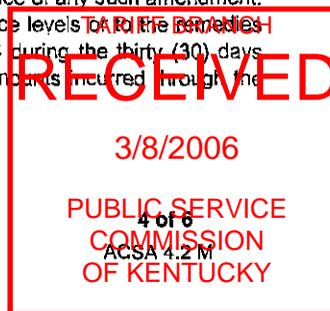
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the Customer's Resp.Org. in writing within 48 hours of the change and the Customer shall remain liable for all Resp.Org. functions provided to Customer by US LEC until such change in Customer's Resp.Org. is effective. In the event that a Customer transfers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

12. **Special Construction.** Customer shall be responsible for all costs associated with any special construction requested by Customer as part of US LEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.
13. **Customer Representation.** If Customer is a reseller or offers shared tenant services, Customer represents and warrants that it is in compliance with all applicable state and federal laws, including but not limited to any certification requirements.
14. **Liability of US LEC; Disclaimer of Warranties.** The liability of US LEC (or any other carrier furnishing any portion of the Services) for any interruption or failure of any Service furnished pursuant to this Agreement shall be limited to the amount of actual charges paid by Customer for the interrupted Service(s). US LEC shall not be liable for any interruption caused by any act or omission of any other carrier or other provider furnishing any portion of the Services, including directory listings. Customer may be entitled to receive a credit for errors and omissions in directory listings. Neither US LEC nor any other carrier furnishing any portion of the Services shall have liability for any fraudulent or unauthorized calls originating from or terminating to Customer's premises or the Services. NEITHER US LEC NOR ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES SHALL HAVE LIABILITY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUFFERED BY CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, NOTWITHSTANDING THAT US LEC OR THE OTHER CARRIER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. CUSTOMER HEREBY RELEASES US LEC AND ANY OTHER CARRIER FURNISHING ANY PORTION OF THE SERVICES (AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS) FROM ANY SUCH CLAIM. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, US LEC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO ANY SERVICES, FACILITIES OR EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. US LEC DOES NOT WARRANT, EXERCISE ANY CONTROL OVER OR MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE CONTENT, ACCURACY, NATURE, SUBJECT MATTER OR CORRECTNESS OF ANY DATA PASSED THROUGH OR COMMUNICATED THROUGH US LEC AND/OR THROUGH THE INTERNET AS A DIRECT OR INDIRECT RESULT OF US LEC'S SERVICES AND USE OF ANY SUCH INFORMATION IS AT THE CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES THAT IT HAS SOLE RESPONSIBILITY OF ENSURING THAT (A) ITS PBX'S ARE PROGRAMMED TO CORRECTLY ROUTE 911 CALLS AND (B) ITS PHONE EQUIPMENT IS CONFIGURED TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE. US LEC IS NOT LIABLE TO CUSTOMER FOR ANY DIRECT, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM ANY INCORRECT CUSTOMER PBX PROGRAMMING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT TO THE EXTENT OF US LEC'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, CUSTOMER RELEASES US LEC FROM ALL LIABILITY AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS US LEC AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ALL LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING FROM OR RELATING TO CUSTOMER'S FAILURE TO (A) PROGRAM A PBX TO CORRECTLY ROUTE 911 CALLS OR (B) CONFIGURE ITS PHONE EQUIPMENT TO PREVENT REMOTE ENTRY FOR THE PURPOSE OF GAINING ACCESS TO AN OUTSIDE LINE.
15. **Credit Information.** Upon request of US LEC, Customer will provide US LEC with a copy of Customer's most recent financial statement and/or the remittance portion of the Customer's most recent invoice from a current or previous telecommunications carrier. Customer's signature below constitutes authorization for US LEC to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial responsibility of Customer. Customer understands that, as a result of this credit review, it may be required to submit a deposit or a guaranty(ies) of related parties in order to receive the Services.
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17. **Acceptable Use Policy.** Customer is obligated to read and comply with any and all terms and conditions of the current US LEC Acceptable Use Policy (hereinafter "AUP"). US LEC'S AUP is incorporated herein by reference in full and as it may be amended from time to time in the future. The AUP is displayed at www.uslec.com and is effective upon public posting. Upon the violation of any of the terms and conditions of the AUP by Customer, US LEC shall have the right to suspend or terminate this Agreement and any service by US LEC to Customer, consistent with applicable law.
18. **Entire Agreement; Modification; Waiver.** This Agreement and any attachments, exhibits or addenda hereto, and any applicable Published Rates, Terms and Conditions constitute the entire agreement between the parties relating to the subject matter hereof. Except as set forth in the Published Rates, Terms and Conditions, there are no terms, conditions or obligations other than those contained herein and there are no verbal statements, representations, warranties or agreements with respect to this transaction, which have not been embodied herein. This Agreement may only be amended or modified by a written agreement executed by authorized signatories of the parties hereto. No waiver of any breach of this Agreement will be valid unless in writing and signed by the party against whom enforcement is sought, and no such waiver shall be deemed to be a waiver of any future breach.
19. **Notices.** All notices hereunder shall be in writing and mailed first class certified mail, return receipt requested, or delivered by hand to the address of the other party set forth on the first page of this Agreement or such other address as such party may designate from time to time by such notice and shall take effect: (a) if mailed, 3 business days after being deposited in the U.S. Mail or (b) when received, if delivered by hand.
20. **Governing.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of law rules.
21. **Assignment; Miscellaneous.** Customer may not assign this Agreement without the express written consent of US LEC. US LEC may assign this Agreement in whole or in part to (a) any subsidiary, parent company or other affiliate of US LEC; (b) pursuant to any sale or transfer of substantially all the business of US LEC; or (c) pursuant to any financing, merger or reorganization of US LEC, provided only that the assignee is licensed to provide the services assigned to it. Though US LEC may choose to assist Customer with the disconnection of services provided by Customer's previous carrier(s), Customer is solely responsible for such disconnection and for any continued billing by Customer's former carrier(s). If any provision of this Agreement shall be held to be illegal, invalid or unenforceable as a matter of law, the same shall not invalidate this Agreement, which shall be construed as if not containing such provision, and the rights and obligations of the parties shall be construed and enforced as if a commercially reasonable provision had been substituted in place thereof, consistent with the undertakings of the parties hereto. Notwithstanding anything contained herein to the contrary, neither party shall be responsible to the other for damages or losses caused by an "Act of God" or other "force majeure" event. This Agreement may be executed in one or more counterparts each one of which shall be deemed an original and all of which together shall constitute one and the same instrument. Neither party shall use the name of the other party for advertising or other such purposes without the prior written consent of the party, except that US LEC may include Customer's name in generic customer lists compiled from time to time. This offer expressly limits acceptance to the pre-printed terms and conditions as set forth herein, and those contained in US LEC's Acceptable Use Policy (incorporated herein by this reference and found at www.uslec.com). Any additional or different terms proposed by Customer (either by notation on this form or in another instrument previously or hereafter furnished to US LEC) are rejected in their entirety unless expressly agreed to in writing by a US LEC Director or Vice President of Sales.

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Appointment of Agent

Customer Name: Danny'S Tobacco

Physical Address: 409 E. Dixie Ave

City: Elizabethtown

State: KY

Zip: 42701

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

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

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

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

270-763-1599

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Danny'S Tobacco

By: [Signature]

Name: [Signature]

Title: [Signature]

Date: 2/9/06

US LEC of Tennessee Inc.,

By: Paul Carlisle

Name: Paul Carlisle

Title: Director

Date: 2/21/06

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Attachment A

Ref #: 85583
Term: 36 months
Commitment: \$500.00

Danny'S Tobacco
409 E. Dixie Ave
Elizabethtown, KY 42701

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$600.00	
	Domestic LD Bundle - 5000		1		
	Voice Trunk		15		
	D-Channel		1		
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
Voice - Toll Free	Toll Free Number	\$3.00	3	\$9.00	
Voice - Local & LD	DID Numbers Group of 20	\$3.25	1	\$3.25	
Total				\$612.25	\$0.00

Customer Officer Initials

[Signature] Date 2/9/06

USLEC Officer Initials

2/21 Date PC

The rates disclosed herein do not include federally or state-regulated surcharges and fees (which include but are not limited to USF, TEF, E9-1-1, and payphone surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on this attachment, US LEC does not charge CALC, EUCL, FCC Charge, PICC, Long Distance Access, LNP, or Single Bill Fees.

TARIFF BRANCH
RECEIVED
3/8/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



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

Customer Name: Dmia Diagnostic Medical Imaging
State of Incorporation:
Physical Address: 3900 South Dupont Square
City: Louisville State KY Zip 40220
Contact Name: Title
Phone: Fax
Email:
Tax Exempt Certificate Number*

(Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 3900 South Dupont Square
City: Louisville State: KY Zip: 40220

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: [Signature]

Minimum Term Commitment:

36months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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Appointment of Agent

Customer Name: Dmia Diagnostic Medical Imaging

Physical Address: 3900 South Dupont Square

City: Louisville State: KY Zip: 40220

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

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

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

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

502-584-0128 Dupont Square

502-597-039 - Dupont Circle

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Dmia Diagnostic Medical Imaging

US LEC of Tennessee Inc.

By: [Signature]

By: [Signature]

Name: Carol Peterson

Name: Coffey

Title: President

Title: Director of Sales

Date: 1/18/06

Date: 1/24/06

ADDENDUM TO THE ADVANTAGE CUSTOMER SERVICE AGREEMENT

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 OF KENTUCKY

This Addendum made as of the January 17, 2006, by and between US LEC COMMUNICATIONS INC ("US LEC"), having its principal place of business at 6801 Morrison Blvd, Charlotte, NC 28211 and Dmla Diagnostic Medical Imaging, having offices at 3900 South Dupont Square, Louisville, KY 40220, contains modifications and additions to the terms and conditions of the Advantage Customer Service Agreement of even date herewith between US LEC and Customer (the "Agreement").

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

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

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

US LEC COMMUNICATIONS INC

BY: [Signature]
NAME: Greg Peterson
TITLE: Resident DMIA
DATE: 1/17/06

Dmla Diagnostic Medical Imaging

BY: [Signature]
NAME: Coffey
TITLE: Director of Sales
DATE: 1/26/06



01/26/2006 17:21 FAX 5023269959
 01/26/2006 16:02 FAX 6153241878
 01/26/2006 10:00 FAX 5023269959

US LEC
 US LEC NASHVILLE
 US LEC

007
 001
 008



Attachment A

Ref #: 95355
 Term: 36 months
 Commitment: \$500.00

Dmia Diagnostic Medical Imaging
 3900 South Dupont Square
 Louisville, KY 40220
 Contact: Stacia Alford
 Phone: 502-584-0128

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		10		
	64K Internet		6		
Data - DPL	Inter Office Channel Intralata	\$75.00	1	\$75.00	
Data - DPL	Equipment NRC	\$250.00	1		\$250.00
Data - DPL	Data Gateway	\$25.00	1	\$25.00	
Data - DPL	DPL Port 64K	\$20.00	30	\$600.00	
Data - DPL	Cross Connect - DPL	\$100.00	1	\$100.00	
Internet - Dedicated Internet	64K Internet	\$25.00	2	\$50.00	
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,750.00)	1		(\$3,750.00)
Total				\$1,350.00	\$0.00

USLEC
 Customer Officer Initials [Signature] Date 1/26/06

Customer [Signature]
 USLEC Officer Initials [Signature] Date 01/17/06

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

TARIFF BRANCH
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 2/17/2006
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 COMMISSION
 OF KENTUCKY

US LEC

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

Customer Name: Dmia Diagnostic Medical Imaging
 State of Incorporation: _____
 Physical Address: 3900 South Dupont Square
 City: Louisville State KY Zip 40220
 Contact Name: _____ Title _____
 Phone: _____ Fax _____
 Email: _____
 Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 3900 South Dupont Square
 City: Louisville State: KY Zip: 40220

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: EP

Minimum Term Commitment:

36months Customer Initials: Q

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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Appointment of Agent

Customer Name: Dmia Diagnostic Medical Imaging

Physical Address: 3900 South Dupont Square

City: Louisville State: KY Zip: 40220

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

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

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

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

502-584-0128 Dupont Square
502-597-0139 - Dupont Circle
 Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Dmia Diagnostic Medical Imaging

By: [Signature]

Name: Carol Peterson

Title: President

Date: 1/18/06

US LEC of Tennessee Inc.

By: [Signature]

Name: COFFEE

Title: Director of Sales

Date: 1/24/06

ADDENDUM TO THE ADVANTAGE CUSTOMER SERVICE AGREEMENT

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01/26/2006 17:21 FAX 5023269959
 01/26/2006 16:02 FAX 6153241878
 01/26/2006 10:00 FAX 5023269959

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 US LEC NASHVILLE
 US LEC

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Attachment A

Ref #: 95355
 Term: 36 months
 Commitment: \$500.00

Dmia Diagnostic Medical Imaging
 3900 South Dupont Square
 Louisville, KY 40220
 Contact: Stacia Alford
 Phone: 502-584-0128

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Power 1.0			1	\$500.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		10		
	64K Internet		8		
Data - DPL	Inter Office Channel Intralata	\$75.00	1	\$75.00	
Data - DPL	Equipment NRC	\$250.00	1		\$250.00
Data - DPL	Data Gateway	\$25.00	1	\$25.00	
Data - DPL	DPL Port 64K	\$20.00	30	\$600.00	
Data - DPL	Cross Connect - DPL	\$100.00	1	\$100.00	
Internet - Dedicated Internet	64K Internet	\$25.00	2	\$50.00	
Voice - Local & LD	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$3,750.00)	1		(\$3,750.00)
Total				\$1,350.00	\$0.00

USLEC

Customer Officer Initials

[Handwritten Signature]
 Date *1/26/06*

Customer

Customer Officer Initials

[Handwritten Signature]
 Date *01/17/06*

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

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 COMMISSION
 OF KENTUCKY

This Addendum made as of the January 17, 2006, by and between US LEC COMMUNICATIONS INC ("US LEC"), having its principal place of business at 6901 Morrison Blvd, Charlotte, NC 28211 and Dmla Diagnostic Medical Imaging, having offices at 3900 South Dupont Square, Louisville, KY 40220, contains modifications and additions to the terms and conditions of the Advantage Customer Service Agreement of even date herewith between US LEC and Customer (the "Agreement").

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

1. US LEC acknowledges that all usage at the following Customer locations will be aggregated to satisfy the Minimum Monthly Commitment:
 - 1108 Dupont Circle, Louisville, KY 40220

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

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

US LEC COMMUNICATIONS INC

BY: [Signature]
NAME: Greg Peterson
TITLE: President DMIA
DATE: 1/17/06

Dmla Diagnostic Medical Imaging

BY: [Signature]
NAME: CAFFY
TITLE: Director of Sales
DATE: 1/26/06



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

Customer Name: insight Kentucky Partners
 State of Incorporation: _____
 Physical Address: 10200 Linn Station Road, Suite 125
 City: Louisville State KY Zip 40202
 Contact Name: Stephen Clark Title Telecommunications Manager
 Phone: 502-410-7181 Fax (502) 410-7101
 Email: Clark.Stephen@insightcom.com
 Tax Exempt Certificate Number* _____
 * (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
 City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 2000 Customer Initials: sc

Minimum Term Commitment:

months 36 Customer Initials: sc

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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US LEC

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Appointment of Agent

Customer Name: Insight Communications

Physical Address: 4701 Commerce Crossings Drive

City: Louisville State: KY Zip: 40229

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

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

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

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

502-357-4400

~~Main Account Billing Telephone Number~~

~~All Associated Customer Accounts~~

Customer: Insight Communications

By: Stephen Clark

Name: Stephen Clark

Title: Telecommunications Manager

Date: 1/30/2006

US LEC of Tennessee Inc.,

By: [Signature]

Name: Jeff King

Title: Mgr. Strategic Sales

Date: 1/31/06

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 2/17/2006
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 COMMISSION
 OF KENTUCKY

SO/PSR #	Acct #
Customer Name: INSIGHT KENTUCKY PARTNERS II DS3	
Service Address: 10200 Limn Station Road, Suite 125	
City, St, ZIP: LOUISVILLE, KY 40223	
County: JEFFERSON	BTN
Serving Switch: Louisville	
Selling Switch: Strategic	Commitment \$2,000
Rate Schedule: 1	Term: 36 Months

Billing Address (if different):
 10200 Limn Station Road, Suite 125
 LOUISVILLE, KY 40223

Attachment A/Exhibit 1	Date: 11/9/2005
Sales Person: Howerton, Jessica	Order Type: New
ADMI:	Bill Cycle:
PowerView Email:	NAICS (SIC) Code:
CDR Options: Paper	USACR PLANS
Electronic CDR Media:	
ECDR delivery Email:	
Postword:	
Multi-Acct Invoice: New	
IFMAl - Parent Acct #:	

Services Information		MARC or NRC	Comp ID	Unit Price	Qty	MARC	NRC
Description							
DS3 Access		MARC	1000	\$1,300.00	2	\$2,600.00	
Max for 28 DS		MARC	1000	\$150.00	1	\$150.00	
Min for 12 DS		MARC	1000	\$100.00	1	\$100.00	
Price per Pri		MARC	1000	\$73.50	40	\$3,000.00	
ANI Delivery		MARC	1000	\$40.00	12	\$480.00	
ANI Delivery for 28 DS3 service							
Total Monthly & Non-recurring Charges						\$6,330.00	

The rates disclosed herein do not include Federally - or state - regulated surcharges and fees (which are listed but are not limited to USF, TRS, E911, and payphone surcharges) or Federal, state, and local taxes, all of which the customer shall be responsible for.

Customer Signature: *[Signature]* Date: 1/31/06
 USLEC Representative Signature: *[Signature]* Date: 1/31/06

Special Instructions:
 2 DS3s --- One Full Mixed with Ani Delivery --- One Mixed with 12 PRI's with ANI Delivery --- additional T's on 2nd DS3 will be \$115 each --- These will be two way set up in one trunk group. The LD rates are Instate = \$0.02 and Instate = \$0.035



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

This Addendum made as of the 31 ^{January 2006} day of ~~September 2005~~, by and between US LEC of Tennessee Inc., d.b.a. US LEC Communications Inc. ("US LEC"), with an office at 9780 Ormsby Station Road, Louisville, KY 40223, and Insight Communications Company, L.P. ("Customer"), with an office at 4701 Commerce Crossings Drive, Louisville, KY 40229, contains modifications and additions to the terms and conditions of the Customer Service Agreement of even date herewith between US LEC and Customer ("the Agreement").

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

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

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

"If Customer's actual usage is less than Customer's Minimum Monthly Usage Commitment for a period of four consecutive months, either US LEC or Customer may amend this Agreement in writing to reduce Customer's Minimum Monthly Usage Commitment, and alter its rates accordingly, to reflect Customer's actual usage in such four month period."
- V. The fourth sentence of Section 3 of the Agreement is hereby deleted.
- VI. The second occurrence of the number, "15" in Section 4 of the Agreement is hereby deleted and is replaced by the number, "5"
- VII. The fourth sentence of Section 5 of the Agreement is hereby deleted and is replaced by the following:



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

VIII. The words, "on the date" in the second sentence in Section 6 (A) of the Agreement are hereby deleted and are replaced by the words, "(10) days from the date".

IX. The number, "50%" in the first sentence of Section 6 (B) is hereby deleted and is replaced by the number, "25%"

X. The second sentence of Section 6 (B) of the Agreement is hereby deleted.

XI. The following new sentence is hereby inserted at the end of Section 6 (B) of the Agreement:

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

XII. Section 10 of the Agreement is hereby deleted and is replaced by the following:

"Certain Damages. Customer hereby agrees to reimburse US LEC for loss of or damage to any Services or related facilities or equipment of US LEC, which may be directly caused by the gross negligence or willful misconduct of Customer, its agents, employees or representatives."

XIII. The words, "or it's partners" are hereby inserted after the first occurrence of the word, "Customer" in the first sentence of Section 15 of the Agreement.

XIV. The words, "or a guaranty(ies) of related parties" are hereby deleted from the third sentence of Section 15 of the Agreement.

XV. The words, "State of Tennessee" in Section 20 of the Agreement is hereby deleted and is replaced by the words, "Commonwealth of Kentucky".

XVI. The words, " which consent may not be unreasonably withheld" are hereby inserted at the end of the first sentence in Section 21 of the Agreement.

XVII. The following new sentence is hereby inserted after the first sentence in Section 21 of the Agreement:

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

XVIII. Subsections c through g in the Appointment of Agent Section of the Agreement are hereby deleted.

XIX. The following new paragraphs are hereby incorporated into the Agreement:



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

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

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

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

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

**US LEC OF TENNESSEE INC., D.B.A.
US LEC COMMUNICATIONS INC.**

**INSIGHT COMMUNICATIONS
COMPANY, L.P.**

BY: Stephen Clark
NAME: Stephen Clark
TITLE: Telecommunications Manager
DATE: 1/31/2006

BY: [Signature]
NAME: Jeff King
TITLE: Man Strategic Serv
DATE: 1/31/06

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Insight Communications - 4701 Commerce Crossing Drive, Louisville KY (IS Department) Fax 502.357.4604

Joshua Thompson (Thompson.Joshua@insight-com.com)

Date: 12-06-05

To:

Fax: 704-409-6053

From: Joshua Thompson (502-357-4630)

Pages: 5 (including cover sheet)

The information contained in this facsimile message is confidential information only for the use of the individual or entity named above. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any disclosure, dissemination, distribution or copying of this communication is strictly prohibited. If you did not receive all of the pages or have received this transmission in error, please immediately notify us by telephone at 917-286-2300.

ATTN: Jessica

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Twaves Network Services

Location Summary Current Charges - Dependent Locations Only

gnt Communications / Louisville
 1 Commerce Crossings Drive
 Louisville, KY 40229

Billing Period 10/1/2005 To 10/31/2005
 Customer # 40259500
 Invoice Number: NNS00492721
 Invoice Date 11/1/2005



STOMER #	LOCATION/ PRODUCT	TOTAL MINUTES	INTRASTATE USAGE	INTERSTATE USAGE	INTERNATL USAGE	DIR ASST USAGE	SUR-CHARGES	OTHER CHARGES	TAXES	TOTAL
----------	-------------------	---------------	------------------	------------------	-----------------	----------------	-------------	---------------	-------	-------

40259500 Louisville KY Insight Communications / Louisville

	Deactivated Outbound	63,656.7	\$1,007.07	\$1,936.16	\$0.35	\$32.50	\$0.00	\$0.00	\$0.00	\$2,976.08
	Switched 800	103,615.7	\$2,647.30	\$1,411.88	\$0.00	\$0.00	\$37.21	\$0.00	\$0.00	\$4,096.39
	Switched Outbound	13.2	\$1.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1.26
	Line Admin Fee	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$106.92	\$0.00	\$106.92
	V-DS1 Central Office Connection	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270.00	\$0.00	\$270.00
	V-DS1 Entrance Facility Fee	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$194.31	\$0.00	\$194.31
	Taxes	N/A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,131.99	\$1,131.99

SUBTOTALS FOR 40259500 167,285.6 \$3,649.62 \$3,348.05 \$0.35 \$32.50 \$37.21 \$571.23 \$1,131.99 \$8,770.95

AND TOTAL FOR COUNT # 40259500 167,285.6 \$3,649.62 \$3,348.05 \$0.35 \$32.50 \$37.21 \$571.23 \$1,131.99 \$8,770.95

NetWolves Network Services

Average Cost Per Minute Summary by Product

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

Page 1 Of 3
Billing Period 10/1/2005 To 10/31/2005
Customer # 40259500
Invoice Number: NNS00492724
Invoice Date 11/1/2005

RATE	# OF CALLS	# OF MINUTES	USAGE CHARGES	AVERAGE DURATION	COST PER MIN	SURCHARGES
BXX CALLS						
Switched 800						
Interstate						
Day	3,549	25,814.6	\$922.15	7.2	\$0.0350	\$9.15
Evening	1,202	12,121.8	\$436.38	10.1	\$0.0360	
Night	211	1,282.8	\$40.54	6.1	\$0.0360	
Intrastate						
Day	5,916	40,205.6	\$1,848.43	6.8	\$0.0410	\$20.13
Evening	2,400	22,446.1	\$920.29	9.4	\$0.0410	\$4.88
Night	339	1,916.5	\$78.58	5.7	\$0.0410	\$3.05
TOTALS	13,617	103,597.4	\$4,052.35	7.6	\$0.0381	\$37.21
CANADA CALLS						
Switched 800						
Interstate						
Day	4	18.3	\$6.83	4.6	\$0.3733	
Evening	0	0.0	\$0.00	0.0	\$0.0000	
Night	0	0.0	\$0.00	0.0	\$0.0000	
Dedicated Outbound						
Interstate						
Day	17	18.2	\$2.84	1.1	\$0.1560	
Evening	0	0.0	\$0.00	0.0	\$0.0000	
Night	0	0.0	\$0.00	0.0	\$0.0000	
TOTALS	21	36.5	\$9.67	1.7	\$0.2650	



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

FAX NO. 813 481 0212

NetWolves Network Services

Average Cost Per Minute Summary by Product

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

Page 2 Of 3
 Billing Period 10/1/2005 To 10/31/2005
 Customer # 40259500
 Invoice Number: NNS00492721
 Invoice Date 11/1/2005

RATE	# OF CALLS	# OF MINUTES	USAGE CHARGES	AVERAGE DURATION	COST PER MIN	SURCHARGES
DIRECTORY ASSISTANCE						
Dedicated Outbound						
Interstate						
Day	33	33.0	\$24.75	1.0	\$0.7500	
Evening	5	5.0	\$3.75	1.0	\$0.7500	
Night	2	2.0	\$1.50	1.0	\$0.7500	
Intrastate						
Day	2	2.0	\$2.50	1.0	\$1.2500	
Evening	0	0.0	\$0.00	0.0	\$0.0000	
Night	0	0.0	\$0.00	0.0	\$0.0000	
TOTALS	42	42.0	\$32.50	1.0	\$0.7738	
DOMESTIC CALLS						
Switched Outbound						
Intrastate						
Day	8	2.8	\$0.25	0.3	\$0.0953	
Evening	0	0.0	\$0.00	0.0	\$0.0000	
Night	43	10.5	\$1.01	0.2	\$0.0954	
Dedicated Outbound						
Interstate						
Day	8,627	28,923.4	\$1,200.57	3.4	\$0.0415	
Evening	3,349	18,827.5	\$698.44	5.0	\$0.0415	
Night	151	826.8	\$34.32	5.5	\$0.0415	
Intrastate						
Day	7,817	12,630.4	\$743.02	1.6	\$0.0588	
Evening	2,339	4,162.6	\$244.87	1.8	\$0.0588	
Night	149	223.9	\$13.17	1.5	\$0.0588	
TOTALS	22,483	63,607.9	\$2,936.65	2.8	\$0.0462	

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NetWolves Network Services**Average Cost Per Minute Summary by Product**

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

Page 3 Of 3

Billing Period 10/1/2005 To 10/31/2005

Customer # 40259500

Invoice Number: NNS00492721

Invoice Date 11/1/2006

RATE	# OF CALLS	# OF MINUTES	USAGE CHARGES	AVERAGE DURATION	COST PER MIN	SURCHARGES
INTERNATIONAL CALLS						
Dedicated Outbound						
International						
Day	1	0.5	\$0.10	0.5	\$0.1930	
Evening	2	1.3	\$0.25	0.7	\$0.1930	
Night	0	0.0	\$0.00	0.0	\$0.0000	
TOTALS	3	1.8	\$0.35	0.6	\$0.1930	
ALL CATEGORIES						
Day (D)	25,974	107,448.6	\$4,551.41	4.1	\$0.0421	\$29.28
Evening (E)	9,297	55,554.4	\$2,303.99	6.0	\$0.0415	\$4.88
Night/We (NW)	895	4,272.8	\$175.12	4.8	\$0.0410	\$3.05
TOTALS	36,168	167,285.8	\$7,030.52	4.6	\$0.0420	\$37.21



Insight Kentucky Partners

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

DS3 Circuit Route:

Vendor	Location	Location
TELCOVE	USL LSVNKYPIDSO	TELCOVE @ LSVLKYO A 1138 MINOR LANE LOUISVILLE KY 40219 (502-964)
BS	TELCOVE @ LSVLKYO A 1138 MINOR LANE LOUISVILLE KY 40219 (502-964)	CUSTOMER PREMISE

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

2 yrs	3 yrs	Term
\$ 3,100.00	\$ 3,000.00	DS3 Access
\$ 125.00	\$ 100.00	Price Per PRI
\$ 1,375.00	\$ 1,100.00	PRI MRC (11 T's)
\$ 70.00	\$ 60.00	ANI Delivery Per PRI
\$ 770.00	\$ 660.00	Total ANI Delivery
\$ 200.00	\$ 150.00	Mux
\$ 5,445.00	\$ 4,910.00	Total MRC

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Circuit Route:

Vendor	A Location	Z Location
Telcove	USL Louisville	10200 Linn Station Road

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

Term	2 yrs	3 yrs
DS3 Access	\$ 1,500.00	\$ 1,300.00
Price Per PRI	\$ 100.00	\$ 75.00
PRI MRC (18 T's)	\$ 2,800.00	\$ 2,100.00
ANI Delivery Per PRI	\$ 50.00	\$ 40.00
Total ANI Delivery	\$ 550.00	\$ 440.00
Mux	\$ 150.00	\$ 100.00
Total MRC	\$ 4,500.00	\$ 3,550.00

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

Circuit Route:

Vendor	A Location	Z Location
Telcove	USL Louisville	BS LSVLKYWE
Bellsouth	BS LSVLKYWE	10200 Linn Station Road

Term	2 yrs	3 yrs
DS3 Access	\$ 3,200.00	\$ 3,000.00
Price Per PRI	\$ 100.00	\$ 75.00
PRI MRC (11 T's)	\$ 1,100.00	\$ 825.00
ANI Delivery Per PRI	\$ 50.00	\$ 40.00
Total ANI Delivery	\$ 550.00	\$ 440.00
Mux	\$ 150.00	\$ 100.00
Total MRC	\$ 5,000.00	\$ 4,365.00

Term	2 yrs	3 yrs
DS3 Access	\$ 3,200.00	\$ 3,000.00
Price Per PRI	\$ 100.00	\$ 75.00
PRI MRC (18 T's)	\$ 2,800.00	\$ 2,100.00
ANI Delivery Per PRI	\$ 50.00	\$ 40.00
Total ANI Delivery	\$ 550.00	\$ 440.00
Mux	\$ 150.00	\$ 100.00
Total MRC	\$ 6,200.00	\$ 5,250.00

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

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

2 yrs	3 yrs
\$3,200.00	\$3,000.00
\$ 100.00	\$ 75.00
\$1,800.00	\$1,350.00
\$ 50.00	\$ 40.00
\$ 900.00	\$ 720.00
\$ 200.00	\$ 150.00
\$6,100.00	\$5,220.00

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

Customer Name: Landmark Community Newspapers, Inc.
State of Incorporation:
Physical Address: 601 Taylorsville Rd
City: Shelbyville State KY Zip 40065
Contact Name: Lesa Ferguson Title
Phone: (502) 633-4334 Fax
Email: lferguson@lcni.com
Tax Exempt Certificate Number*

(Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): P.O. Box 549
City: Louisville State: KY Zip: 40065

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

Minimum Monthly Commitment:

\$ 500.00 Customer Initials: lf

Minimum Term Commitment:

36 months Customer Initials: lf

COMMITMENT LEVEL & TERM DISCOUNTS

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

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ACSA 4.2





GENERAL TERMS AND CONDITIONS

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

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

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

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

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Appointment of Agent

Customer Name: Landmark Community Newspapers, Inc.
Physical Address: 601 Taylorsville Rd
City: Shelbyville State: KY Zip: 40065

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

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

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

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

Main Account Billing Telephone Number

(502) 633-4334

All Associated Customer Accounts

Customer: <u>Landmark Community Newspapers, Inc.</u>	US LEC of Tennessee Inc.,
By: <u><i>Les Ferguson</i></u>	By: <u><i>Paul Carlisle</i></u>
Name: <u>LESA FERGUSON</u>	Name: <u>Paul Carlisle</u>
Title: <u>Director of Accounting</u>	Title: <u>Director of Kentucky</u>
Date: <u>12/16/05</u>	Date: <u>12-16-05</u>

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To: Jeff Moe
From: Lesa Ferguson



Attachment A

Ref #: 92511

Term: 36 months
Commitment: \$500.00

Landmark Community Newspapers,
Inc.
601 Taylorsville Rd
Shelbyville, KY 40065
Contact: Lesa Ferguson
Phone: 502-633-4334

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Voice - Local & LD	Account Codes NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Alpha Translation NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Verified	\$10.00	1	\$10.00	
Voice - Local & LD	D-Channel	\$75.00	1	\$75.00	
Voice - Local & LD	Voice Trunk	\$25.00	23	\$575.00	
Voice - Local & LD	Automatic Number Identification	\$25.00	1	\$25.00	
Voice - Local & LD	DID Numbers Group of 20	\$3.25	4	\$13.00	
Voice - Toll Free	Toll Free Number	\$3.00	3	\$9.00	
Usage Discount	1+ Interstate		50%		
Usage Discount	1+ IntraLATA		64%		
Usage Discount	1+ Intrastate		64%		
Usage Discount	Toll Free Interstate		50%		
Usage Discount	Toll Free Intrastate		64%		
Total				\$707.00	\$60.00

Customer Officer Initials YJM Date 2/2/06

USLEC Officer Initials [Signature] Date [Signature]

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

TARIFF BRANCH
RECEIVED
2/17/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

US LEC
voice / data / Internet

Attachment A

Ref #: 98579

Term: 36 months
Commitment: \$500.00

Landmark Community Newspapers,
Inc.
601 Taylorsville Rd
Shelbyville, KY 40065
Contact: Lesa Ferguson
Phone: 502-633-4334

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Voice - Local & LD	Account Codes NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Alpha Translation NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Verified	\$10.00	1	\$10.00	
Voice - Local & LD	D-Channel	\$75.00	1	\$75.00	
Voice - Local & LD	Voice Trunk	\$25.00	23	\$575.00	
Voice - Local & LD	Automatic Number Identification	\$25.00	1	\$25.00	
Voice - Local & LD	DID Numbers Group of 20	\$3.25	4	\$13.00	
Voice - Toll Free	Toll Free Number	\$2.00	3	\$6.00	
Voice - FX	FX Install NRC	\$50.00	1		\$50.00
Voice - FX	FX Single Line	\$12.00	1	\$12.00	
Usage Discount	1+ Interstate	50%			
Usage Discount	1+ IntraLATA	64%			
Usage Discount	1+ Intrastate	64%			
Usage Discount	Toll Free Interstate	50%			
Usage Discount	Toll Free Intrastate	64%			
Total				\$716.00	\$110.00

Customer Officer Initials _____ Date _____

USLEC Officer Initials _____ Date _____

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





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

Customer Name: PBI BANK INC
State of Incorporation: KY
Physical Address: 2500 Eastpoint Pkwy
City: Louisville State KY Zip 40223
Contact Name: ERIC SATTERLY Title CHIEF TECHNOLOGY OFFICER
Phone: 502-499-4770 Fax 502-499-4810
Email: esatterly@pbi.bank.com
Tax Exempt Certificate Number _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 10,000 Customer Initials: ES

Minimum Term Commitment:

36 months Customer Initials: ES

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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COMMISSION
OF KENTUCKY



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

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

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

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

This Addendum made as of the 7th day of ~~January~~ ^{February} 2006, by and between US LEC Communications Inc. ("US LEC"), with an office at Six Corporate Center, 9780 Ormsby Station Road, Suite 1000, Louisville, KY 40223, and PBI Bank, Inc. ("Customer"), with an office at 2500 Eastpoint Parkway, Louisville, KY 40223, contains modifications and additions to the terms and conditions of the Customer Service Agreement of even date herewith between US LEC and Customer (the "Agreement").

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

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

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

US LEC COMMUNICATIONS INC.

BY: [Signature]
 NAME: Joe Brooks
 TITLE: BVP
 DATE: 2/19/06

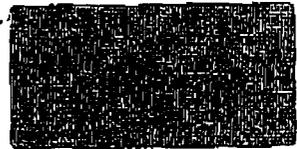
PBI BANK, INC.

BY: [Signature]
 NAME: ERIC SATTERLY
 TITLE: ETO
 DATE: 2/7/2006



**ADDENDUM TO THE
ADVANTAGE CUSTOMER SERVICE AGREEMENT**

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



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

1. US LEC acknowledges that all usage at the following Customer locations will be aggregated to satisfy the Minimum Monthly Commitment:

- 0101 2500 Eastpoint Parkway Louisville, Ky. 40223
- 0102 6960 Preston Highway North Louisville, Ky. 40229
- 0301 2708 North Jackson Highway Canmer, Ky. 42722
- 0202 340 South Buckman Shepherdsville, Ky. 40165
- 0401 5440 Castle Highway Pleasureville, Ky. 40057
- 0501 113 East Main Cross Street Brownsville, Ky. 42210
- 0402 645 Elm Street Eminence, Ky. 40019
- 0601 202 North Main St. Greensburg, Ky. 42743
- 0701 112 West G.L. Smith Street Morgantown, Ky. 42261
- 0302 849 South Dixie Highway Murrefordsville, Ky. 42765
- 0303 210 East Main St. Horse Cave, Ky. 42749
- 0801 1006 West Main Glasgow, Ky. 42141
- 0901 365 North Main St. Burkesville, Ky. 42717
- 1001 23 West Main St. Taylorsville, Ky. 40071
- 1002 6511 Taylorsville Road Fishersville, Ky. 40071
- 0103 315 Townepark Circle Louisville, Ky. 40243

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

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

US LEC COMMUNICATIONS INC	PBI BANK INC
BY: <u><i>Paul Carlisle</i></u>	BY: <u><i>Eric Satterly</i></u>
NAME: Paul Carlisle	NAME: Eric Satterly
TITLE: Director Of Sales	TITLE: Chief Information Officer
DATE: <u>2/9/06</u>	DATE: <u>2/7/2006</u>

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Appointment of Agent

Customer Name: PBI BANK INC

Physical Address: 2500 Eastpoint Pkwy Suite 200

City: Louisville State: KY Zip: 40223

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

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

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

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

502-499-4800

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: PBI BANK INC

By: [Signature]

Name: ERIC SATTSLEY

Title: CTO

Date: 2/7/2006

US LEC of Tennessee Inc.

By: [Signature]

Name: Joe Brooks

Title: RV

Date: 2/9/06

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US LEC of Tennessee Inc. d.b.a. US LEC Communications

SO/PKR # _____ Acct # 161521 Attachment A/Facility 1

Date: 1/27/2006



Customer Name: 0103 - 315 TOWN PARK CIRCLE, LOUISVILLE KY 40243
 Service Address: 315 Townsend Cir Suite 100
 City: LOUISVILLE
 State/Zip: KY 40243
 County: JEFFERSON
 RTN: LOUISVILLE
 Serving Office: LOUISVILLE
 Billing Office: LOUISVILLE
 Rate Schedule: 1
 Term: 96 Months
 Commitment: \$110,000

Order Type: Banded, Getdate
 Bill Cycle: NARS (Std) Cycle
 Billing Address (if different):
 0103 - 315 TOWN PARK CIRCLE
 2800 Eastpoint Parkway
 LOUISVILLE, KY 40228

MRC or NRC	Comp ID	Unit Price	Qty	MRC	NRC
NARC	5537	\$90.00	24	\$1,290.00	
					\$1,290.00

Volume Discount
 The gas form of the Agreement, Customer shall be eligible to receive a volume discount based on monthly billed amounts (see table below). For purposes of this volume discount, monthly "billed amount" shall equate to monthly recurring charges greater than those

Customer Selection (Indicate the total number of Power T facilities above)
 Power T Facilities
 W210 Billing Type
 ADVANTAGE Power T Power T Base

Power T Facilities	W210 Billing Type	3 Year NRC Volume Discount	50% Contributing Discount	NRC	5456	1	\$1,000.00	\$1,000.00
1								

ADVANTAGE Power T and Power T Components - Subtotal
 Estimated * usage
 Estimated * discount
 Reserved

Estimated * usage	Estimated * discount	Reserved	Construction credit	Cash	4650	-\$1,000.00	1	-\$1,000.00

ADVANTAGE Power T and Power T Components - Subtotal
 Estimated * usage
 Estimated * discount
 Reserved

Estimated * usage	Estimated * discount	Reserved	Construction credit	Cash	4650	-\$1,000.00	1	-\$1,000.00

Total Monthly & Non-recurring Charges: \$1,290.00
 Estimated * Power T NRC Discount: \$720.00
 Estimated * Net NRC Total: \$570.00

Discontinuation of service is authorized based on the terms of Standard Usage.
 The applicable Voltage Volume Discount and actual bill amount may vary.
 Customer Signature: _____ Date: 2/7/2006
 US LEC Representative Signature: _____ Date: 2/9/06

Special Instructions:
 Page 2 Substation - If applicable
 169-20-2-28-05



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

Customer Name: Reliable Resources
State of Incorporation: _____
Physical Address: 6412 Bardstown Rd
City: Louisville State KY Zip 40291
Contact Name: _____ Title _____
Phone: _____ Fax _____
Email: _____
Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): 6412 Bardstown Rd
City: Louisville State: KY Zip: 40291

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

Minimum Monthly Commitment:
\$ 500.00 Customer Initials: JP
Minimum Term Commitment:
36 months Customer Initials: JP

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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US LEC[®]

voice / data / Internet[™]

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

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

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

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Appointment of Agent

Customer Name: Reliable Resources
Physical Address: 6412 Bardstown Rd
City: Louisville State: KY Zip: 40291

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

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

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

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

Main Account Billing Telephone Number
(502) 657-6057

All Associated Customer Accounts

Customer: Reliable Resources
By: John Scroggins
Name: John Scroggins
Title: Finance Officer
Date: 2-2-06

US LEC of Tennessee Inc.
By: Paul Carlisle
Name: Paul Carlisle
Title: Director of Kentucky
Date: 2-2-06

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Attachment A

Ref #: 96428
Term: 36 months
Commitment: \$500.00

Reliable Resources
6412 Bardstown Rd
Louisville, KY 40291
Contact: John Scroggins
Phone: 502-657-6667

Reliable Resources
6412 Bardstown Rd
LOUISVILLE, KY 40291

Package/Service Type	Product	Unit Rate	Quantity	MRC	NIC
Power Pak Plus			1	\$20.01	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Power 1.0			1	\$533.00	
	Domestic LD Bundle - 5000		1		
	Voice Line		6		
	64K Internet		10		
	Automatic Number Identification		1		
Voice - Toll Free	Toll Free Number	\$2.00	3	\$6.00	
Voice - Toll Free	Toll Free Bundle - 2500	\$20.00	1	\$20.00	
Voice - Conferencing	Conferencing	\$0.00	1	\$0.00	
Usage Discount	Conferencing	50%			
Total				\$579.01	110.00

Customer Officer Initials JS Date 2/3/06 USLEC Officer Initials JW Date 2/6/06

The rates disclosed herein do not include federal, or state-regulated surcharges and fees (which include but are not limited to USF, TRS, etc.) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated in this Attachment, US LEC does not charge CALG, ISUL, FGO Charge, FYCC, Long Distance Access, LNP, or Single Bill Fees.

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

Customer Name: Wehr Constructors, Inc.
State of Incorporation: _____
Physical Address: 2517 Plantside Dr
City: Louisville State KY Zip 40299
Contact Name: Shawn Woodsley Title C.F.O.
Phone: (502) 491-9250 Fax (502) 491-3640
Email: _____
Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)
Billing Address (if different): _____
City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:
\$ 500.00 Customer Initials: SCW

Minimum Term Commitment:
36 months Customer Initials: SCW

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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MEMORANDUM

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

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

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

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5002/12/21



Appointment of Agent

Customer Name: Wehr Constructors, Inc.

Physical Address: 2517 Plantside Dr

City: Louisville State: KY Zip: 40299

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

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

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

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

Main Account Billing Telephone Number
 (502) 491-9250

All Associated Customer Accounts:

Customer: Wehr Constructors, Inc.

By: [Signature]

Name: Shawn Woosley

Title: C.F.O.

Date: 12-21-05

US LEC of Tennessee Inc.,

By: [Signature]

Name: Paul Carlisle

Title: Director of Kentucky

Date: 12/28/05

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ACN 12

NO. 761 007

WEHR CONSTRUCTORS - 4910245

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US LEC
voice / data / internet

Attachment A

Ref #: 92335
Term: 36 months
Commitment: \$600.00

Wehr Constructors, Inc.
2517 Plantside Dr
Louisville, KY 40299
Contact: Shawn Weasley
Phone: 502-491-8260

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

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$34.99	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Power Pak Basic			1		\$1,000.00
	T1 Access NRC		1		
Maximum Power			1	\$886.80	
	84K Internet		24		
Power 1.0			1	\$600.00	
	Domestic LO Bundle - 5000		1		
	Voice Line		18		
	Automatic Number Identification		1		
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
Voice - Toll Free	Toll Free Bundle - 1000	\$10.00	1	\$10.00	
Voice - Toll Free	Toll Free Number	\$3.00	1	\$3.00	
Total				\$1,134.76	(\$1,000.00)

Customer Office Initials SW Date 12-21-05 USLEC Order Initials 12/28 Date PC

The rates disclosed herein do not include federal, or state-regulated surcharges and fees (which include but are not limited to USF, TRS, 911 and pay phone surcharges) or federal, state and local taxes, all of which the customer shall be responsible for paying as applicable. Unless specifically stated on the Attachment, USLEC does not charge DIAL, BUREL, FCC Charge, P100, Long Distance Access, UNP, or Single Bit Fees.

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

Customer Name: Cambridge Insurance
State of Incorporation: _____
Physical Address: 2300 Regency Rd
City: Lexington State KY Zip 40503
Contact Name: Paul Ferrell Title _____
Phone: (859) 252-0381 Fax _____
Email: pferrell@cambridgeinsurance.net
Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 500.00 Customer Initials: [Signature]

Minimum Term Commitment:

36 months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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GENERAL TERMS AND CONDITIONS

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

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

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

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

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Appointment of Agent

Customer Name: Cambridge Insurance
Physical Address: 2300 Regency Rd
City: Lexington State: KY Zip: 40503

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

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

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

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

Main Account Billing Telephone Number
(859) 252-0381

All Associated Customer Accounts

Customer: Cambridge Insurance
By: [Signature]
Name: Paul Ferrell
Title: _____
Date: 1-19-06

US LEC of Tennessee Inc.
By: [Signature]
Name: COFFEY
Title: DIR. OF SALES
Date: 1/23/06

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TARIFF BRANCH
RECEIVED
ACSA 4.2
2/3/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

01/20/2006 17:23 TEL 8582522153

(704) 409-6679

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Attachment A

Ref #: 95581
Term: 36 months
Commitment: \$500.00

Cambridge Insurance
2300 Regency Rd
Lexington, KY 40503
Contact: Paul Ferrell
Phone: 859-252-0381

Cambridge Insurance
2300 Regency Rd
LEXINGTON, KY 40503

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$24.98	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Maximum Power			1	\$700.00	
	Domestic LD Bundle - 5000		1		
	64K Internet		12		
	Voice Line		12		
Account - Services	Conversion Credit	(\$750.00)	1		(\$750.00)
Voice - Toll Free	Toll Free Number	\$3.00	2	\$6.00	
Voice - Toll Free	Toll Free Bundle - 1000	\$10.00	1	\$10.00	
Account - Services	Add'l Directory Listing	\$3.50	2	\$7.00	
			Total	\$747.98	(\$750.00)

Customer Officer Initials RF Date 1/20/06

USLEC Officer Initials TWC Date 1/23/06

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

TARIFF BRANCH
RECEIVED
2/3/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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

Customer Name: Town Talk Cap Mfg Co
 State of Incorporation: _____
 Physical Address: 6310 Cane Run Rd
 City: Louisville State KY Zip 40258
 Contact Name: Ann Schottler Title _____
 Phone: (502) 933-7575 Fax _____
 Email: aschottler@ttcaps.com
 Tax Exempt Certificate Number* _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): PO Box 58157
 City: Louisville State: KY Zip: 40268-0157

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

Minimum Monthly Commitment:

\$ 500.00 Customer Initials: af

Minimum Term Commitment:

36 months Customer Initials: [Signature]

COMMITMENT LEVEL & TERM DISCOUNTS

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

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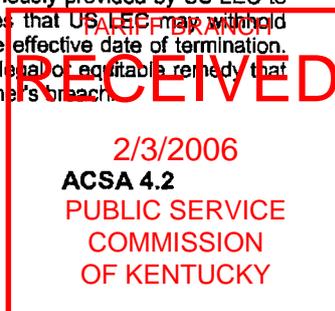
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GENERAL TERMS AND CONDITIONS

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

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

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

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

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01/25/2006 17:11 FAX 5023269959
01/25/06 12:24 FAX 615 324 1878
01/24/2006 17:48 FAX 5023269958

US LEC
US LEC OF TN INC
US LEC

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001
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Appointment of Agent

Customer Name: Town Talk Cap Mfg Co
Physical Address: 6310 Cane Run Rd
City: Louisville State: KY Zip: 40258

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

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

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

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

Main Account Billing Telephone Number
(502) 933-7575

All Associated Customer Accounts

Customer: Town Talk Cap Mfg Co
By: Ann Marie Schottler
Name: Ann Marie Schottler
Title: MIS
Date: 24 Jan 06

US LEC of Tennessee Inc.
By: Paul Carlisle Coffey
Name: PAUL CARLISLE COFFEY
Title: DIRECTOR OF KENTUCKY
Date: 1/25/06

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ACSA 4.2 2/3/2006
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

01/25/2006 17:12 FAX 5023269959
01/25/06 12:25 FAX 615 324 1878

US LEC
US LEC OF TN INC

007
002

01/24/2006 17:48 FAX 5023269959

US LEC

007

US LEC

voice / data / internet

Attachment A

Ref #: 96356
Term: 36 months
Commitment: \$500.00

Town Talk Cap Mfg Co
6310 Cane Run Rd
Louisville, KY 40258
Contact: Ann Schottler
Phone: 502-933-7575

Town Talk Cap Mfg Co
6310 Cane Run Rd
LOUISVILLE, KY 40258

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power Pak Plus			1	\$34.99	
	Hosting Bronze		1		
	Analog & Internet Gateway		1		
	Subscription Services		1		
Maximum Power			1	\$700.00	
	Domestic LD Bundle - 5000		1		
	Automatic Number Identification		1		
	D-Channel		1		
	Voice Trunk		16		
	64K Internet		7		
Voice - Toll Free	Toll Free Number	\$1.00	9	\$9.00	
Voice - Toll Free	Toll Free Bundle - 5000	\$50.00	1	\$50.00	
Voice - Local & LD	DID Numbers Group of 20	\$3.25	3	\$9.75	
Voice - Local & LD	Account Codes NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Alpha Translation NRC	\$30.00	1		\$30.00
Voice - Local & LD	Account Codes Verified	\$10.00	1	\$10.00	
Account - Services	Conversion Credit	(\$1,000.00)	1		(\$1,000.00)
Total				\$813.74	(\$940.00)

Customer Officer Initials PS Date 2/2/06

USLEC Officer Initials TW Date 1/25/06

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

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2/2/2006
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COMMISSION
OF KENTUCKY

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

Customer Name: Ursuline Society
 State of Incorporation: KY
 Physical Address: 3105 Lexington Road
 City: Louisville State KY Zip 40206
 Contact Name: Rick Raderer Title _____
 Phone: 502-896-3918 Fax _____
 Email: raderer@ursulineslou.org
 Tax Exempt Certificate Number _____

• (Please attach a copy of your tax exempt certificate. You will be charged tax if this documentation is not provided.)

Billing Address (if different): _____
 City: _____ State: _____ Zip: _____

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

Minimum Monthly Commitment:

\$ 500 Customer Initials: RAR

Minimum Term Commitment:

36months Customer Initials: RAR

COMMITMENT LEVEL & TERM DISCOUNTS

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

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 OF KENTUCKY



GENERAL TERMS AND CONDITIONS

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

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

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

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

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Appointment of Agent

Customer Name: Ursuline Society
Physical Address: 3105 Lexington Road
City: Louisville State: KY Zip: 40208

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

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

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

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

502-897-1811

Main Account Billing Telephone Number

All Associated Customer Accounts

Customer: Ursuline Society
By: RA Raderer
Name: RICHARD A. RADERER JR.
Title: DIRECTOR CAMPUS SERVICES
Date: 1-17-06

US LEC of Tennessee Inc.,
By: TW Coffey
Name: COFFEY
Title: DIR. OF SALES
Date: 1/23/06

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2/3/2006
01/20/2006 04:00
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



Attachment A

Ref #: 91901
 Term: 36 months
 Commitment: \$500.00

Ursuline Society
 3105 Lexington Road
 Louisville, KY 40206

URSULINE SOCIETY
 3105 Lexington Road
 LOUISVILLE, KY 40206

Package/Service Type	Product	Unit Rate	Quantity	MRC	NRC
Power 1.0			1	\$504.00	
	Domestic LD Bundle - 5000		1		
	Voice Trunk		8		
	D-Channel		1		
	64K Internet		7		
Voice - Local & LD	DID Numbers Group of 20	\$3.25	4	\$13.00	
Internet - Dedicated Internet	Analog & Internet Gateway NRC	\$1,500.00	1		\$1,500.00
Account - Services	Conversion Credit	(\$1,500.00)	1		(\$1,500.00)
Total				\$517.00	\$0.00

Addendum:

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

Jay Krauss
 US LEC
 Louisville, Kentucky

Customer Officer Initials RAE Date 1/23/06 USLEC Officer Initials JMK Date 1/23/06

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

