

**ADDENDUM TO  
MASTER SERVICE AGREEMENT**

This Addendum ("Addendum") is entered into by and between **LEVEL 3 COMMUNICATIONS, LLC** ("Level 3") and **CITY OF LEESBURG** ("Customer") and will become effective upon full execution by the parties (the "**Addendum Effective Date**"). This Addendum modifies the Master Service Agreement between the parties dated July 26, 2010 as amended or modified to date, (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

**WHEREAS** the parties entered into the Agreement for the provision of various Services provided by Level 3 to Customer;

**WHEREAS**, parties now wish for Level 3 to provide Level 3 Data Center Facility Services pursuant to the terms of the Agreement;

**NOW, THEREFORE**, the parties hereby agree to amend the Agreement in the following limited respects:

**Revised / Modified Terms and Conditions:**

1. **Level 3® Data Center Facility Services:**

The Level 3 Data Center Facility Services Terms and Conditions set forth on **Attachment I** as attached hereto shall apply to any Level 3 Data Center Facility Services Ordered by Customer and accepted by Level 3 pursuant to the terms of the Agreement.

2. **Additional Terms Unaffected.**

All other terms and conditions set forth in the Agreement shall remain in full force and effect, except as modified by the terms of this Addendum.

**LEVEL 3 COMMUNICATIONS, LLC**  
("Level 3")

**CITY OF LEESBURG**  
("Customer")

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **ATTACHMENT I**

### **SERVICE SCHEDULE LEVEL 3® DATA CENTER FACILITY SERVICES (Version Issue Date: October 30, 2012)**

1. **Applicability.** This Service Schedule is applicable only where Customer orders Data Center Services and associated services. Data Center Facility Services may also be designated as Level 3® Colocation in customer orders, order acceptance, service delivery, billing (and related) documents. This Service Schedule is also applicable where Customer orders Level 3® Cross Connect Service and may be designated as Cross Connect Service (or Stand Alone Cross Connect Service) in Customer Orders, order acceptance, service delivery, billing (and related) documents.

2. **Definitions and Service Description.** Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement. Level 3 offers 3 types of "Facilities" for data center colocation (which shall be identified in the Customer Order): Level 3 Premier Elite, Level 3 Premier Select, and Level 3 Premier. In all three types of Facilities, Customer may collocate and install telecommunications equipment and or equipment that manages customer information and applications such as IT computer equipment and servers.

"Colocation Area" shall mean the location within a Level 3 owned or leased Facility in which Space ordered by Customer is located.

"Space" shall mean the location(s) within the Colocation Area where Customer is permitted to collocate communications and networking equipment, as set forth in a Customer Order accepted by Level 3. The types of Space generally offered by Level 3 are (i) Cabinets - a single rack enclosure with locking front and rear doors generally located in a common area of the Colocation Area; and (ii) Private Suites - an area of floor space enclosed by mesh fence or steel partition walls containing cabinets and which is dedicated to a single customer.

"Cross Connect Service" or "Cross Connect" shall mean a copper or fiber optic cabling cross-connected between Level 3 provided Colocation (cabinets, racks, and/or suites), other Level 3 provided Service or Facilities and/or third party provided services or facilities that terminate within the Level 3 Colocation Facility.

"Hot Aisle Cold Aisle" shall mean the arrangement of Customer equipment where the equipment air intake is facing a common aisle ("Cold Aisle"), and the air exhaust of the equipment faces the alternate common aisle ("Hot Aisle"), as designated by Level 3.

"Colocation Environment" shall mean the allowable relative humidity range and maximum allowable temperature in the Colocation Area, specifically as differentiated between Data Center and Network Facilities as set forth in Exhibit A.

"Contracted Square Feet" or "Contracted Square Meter" shall mean, with respect to a Private Suite, the total floor space enclosed within and up to the caged walls of the Private Suite.

3. **Grant of License.** Customer shall be granted the right to occupy the Space identified in an accepted Customer Order during the Service Term (unless earlier terminated as set forth herein or in the Agreement), subject to the applicable rates set forth in such Customer Order and in accordance with the Agreement and this Service Schedule. At the end of the Service Term, the Space will be provided to Customer on a month-to-month basis at and Customer shall pay Level 3's then-current prices. Level 3 retains the right to access Space for any legitimate business purpose at any time. Nothing herein creates or vests in Customer (or in any other person) any leasehold estate, easement, ownership interest, or other property right or interest of any nature in any part of the Facilities, including the Space. Customer expressly disclaims any right, title or interest in, or any perpetual right to use, the Facilities, the Space, and any equipment or other property of Level 3 in the Facilities.

Customer equipment and third party equipment shall each comply with the Equipment Criteria, a copy of which will be provided to Customer upon request, and if required Customer shall on request demonstrate compliance to the satisfaction of Level 3. Customer shall ensure that Customer equipment and third party equipment are physically segregated, in a manner satisfactory to Level 3, from equipment of Level 3 and equipment of other equipment housing parties.

4. **Use of and Access to Space.** Customer may only use the Service and the Space for its corporate business purposes. Placement of Customer equipment in the Space or use of the Service for any other purpose is strictly prohibited. Customer may access the Space 24 hours per day, 7 days per week, subject to any and all rules, regulations and access requirements imposed by Level 3 governing such access at each Facility. At certain locations pre-arranged escorted access may be required.

Access policies and procedures (including procedures for emergency access) vary between Facilities, and will be set out in a Service Manual / Welcome Package which will be provided by Level 3 in respect of each Space in which Level 3 provides the Services to Customer.

If Customer contracts for installation or maintenance by a third party, Customer shall notify Level 3 in writing of the identity of and authorization for its third party. Approval of a nominated third party is within the absolute discretion of Level 3. If approved, the provision of access to such third party maintenance providers shall be subject to these terms and conditions and the applicable Service Manual / Welcome Package / Facility User Guide and safety, security and access rules of Level 3.

5. **Level 3 Maintenance.** Level 3 shall perform janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain the Colocation Area in a condition that is suitable for the placement of communications and networking equipment. Level 3 shall maintain the Colocation Environment applicable to the Colocation Facility at all times. Customer shall install equipment in a Hot Aisle Cold Aisle configuration. Customer shall maintain the Space in an orderly and safe condition, and shall return the Space to Level 3 at the conclusion of the Service Term in the same condition (reasonable wear and tear excepted) as when such Space was delivered to Customer. EXCEPT AS EXPRESSLY STATED HEREIN OR IN ANY CUSTOMER ORDER, THE SPACE SHALL BE DELIVERED AND ACCEPTED "AS IS" BY CUSTOMER, AND NO REPRESENTATION HAS BEEN MADE BY LEVEL 3 AS TO THE FITNESS OF THE SPACE FOR CUSTOMER'S INTENDED PURPOSE.

6. **Release of Landlord.** If and to the extent that Level 3's underlying leases so require (but only if they so require) Customer hereby agrees to release Level 3's landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to the Colocation Area (and the Facility in which it is located) and Customer's use and/or occupancy of the Colocation Space.

7. **Security.** Level 3 will provide and maintain in working condition card readers, scanners and/or other access devices as selected by Level 3 for access to the Colocation Area. Customer shall under no circumstances bypass the Level 3 security measures for the Facility, Colocation Area or Space. Level 3 will provide a locking mechanism for the Facility, Colocation Area or Space, and Customer shall be solely responsible for locking and/or activating such mechanism. In the event that unauthorized parties gain access to any Level 3 facility through access cards, keys or other access devices provided to Customer, Customer shall be responsible for any damages caused by such parties. Customer shall be responsible for the cost of replacing any security devices lost or stolen after delivery thereof to Customer.

8. **Rules and Procedures.** Customer shall abide by any posted or otherwise communicated rules including, but not limited to those policies, procedures, and guidelines made available to, posted, or described in the Level 3 Facilities User Guide, Service Manual / Welcome Package / Facility User Guide relating to the use of, access to, or security measures respecting each Level 3 facility.

9. **Termination of Use.** Level 3 shall have the right to terminate Customer's use of the Space and associate license and/or the Service delivered therein in the event that: (a) Level 3's rights to use the facility in which the Space is located terminates (b) Customer is in default hereof; (c) Customer makes any material alterations to the Space without first obtaining the written consent of Level 3; (d) Customer allows personnel or contractors access to the Level 3 facilities who have not been approved by Level 3 in advance; or (e) Customer or any of its agents or employees possess any firearms, illegal drugs or alcohol in a facility or engage in any criminal activity in any facility. With respect to items (b), (c) and (d), unless (in Level 3's opinion) Customer's actions interfere or have the potential to interfere with other Level 3 customers (in which case termination may be immediate), Level 3 shall take reasonable and commercially prudent steps to provide Customer a written notice and a 10 day opportunity to cure before terminating Customer's rights Space, notwithstanding any longer cure period set forth in the Agreement.

10. **Removal of Equipment.** Within 10 days following the expiration or termination of the Service Term for any Space, Customer shall remove all Customer equipment or third party equipment from the Space. In the event Customer fails to remove the equipment within such 10 day period, Level 3 may disconnect, remove and dispose of such equipment without prior notice. Level 3 may charge Customer and Customer shall pay Level 3's reasonable expenses related to the retention, removal, abandonment or disposal of the Customer equipment and any third party equipment. Customer shall be responsible for any costs and expenses incurred by Level 3, or its agent, representative or contractor, resulting from disconnection, removal, disposal and storage of Customer's or third party's equipment. Level 3 shall not be obligated to release equipment to Customer unless Customer has paid all such costs and expenses and all other charges due and owing by Customer to Level 3 under the Agreement. Level 3 shall not be liable for any loss or damage incurred by Customer arising out of Level 3's disconnection, removal, storage or disposal of Customer's or third party's equipment.

11. **Sublicenses.** Customer may sublicense the use of Space under the following conditions: (a) all proposed sublicenses must be approved in advance and in writing by Level 3 in Level 3's sole discretion, except Customer may sublicense the use of Space to an Affiliate of Customer upon prior written notice to Level 3; (b) all proposed

sublicensees shall abide by the terms of the Agreement, this Service Schedule and the applicable Customer Order; (c) Customer shall indemnify, defend and hold Level 3 harmless from all loss or damage suffered by Level 3, including claims brought against Level 3 arising from any negligence, act or omission of any sublicensee or its agents; and (d) the acts and omissions of any sublicensee of Customer shall be attributable to Customer for the purposes of the Agreement and this Service Schedule. In the event Customer sublicenses use of Space without Level 3's prior written approval, Level 3 may upon 10 days' prior written notice, reclaim the sublicensed portion of the Space. Customer shall surrender such reclaimed Space and shall be subject to termination charges associated with the reclaimed Space as provided in the Agreement. No refunds shall be made to Customer regarding reclaimed Space.

12. **Changes.** Level 3 reserves the right (at Level 3's cost) to change the location or configuration of the Space licensed to Customer, provided that Level 3 shall not arbitrarily require such changes. Level 3 and Customer shall work in good faith to minimize any disruption in Customer's services that may be caused by such changes in location or configuration of the Space. In the event that Level 3 makes a change to the Space itself that materially and directly impacts Customer's current Colocation Services Customer may terminate the affected Colocation Services without liability. In the event any Customer Order is altered (including, without limitation, any changes in the configuration or build-out of the Space) at Customer's request after Customer's submission and Level 3's acceptance of such Customer Order that results in a delay of Level 3's delivery of such Space, billing for such Space shall commence no later than the original Customer Commit Date.

13. **Insurance.** Prior to occupancy by Customer of any Space and during the Service Term, Customer shall procure and maintain the following minimum insurance coverage: (a) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of \$500,000 each accident); (b) Commercial General Liability with combined single limits of \$1,000,000 each occurrence; and (c) "All Risk" Property insurance covering all personal property located by the Customer in the Colocation Area. Customer acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to, equipment and other personal property located by or on behalf of the Customer in a Level 3 facility. Customer further acknowledges that Level 3's insurance policies do not provide coverage for personal property located by or on behalf of the Customer in a Level 3 facility. Customer shall, at its option, maintain a program of property insurance or self-insurance covering loss of or damage to its equipment and other personal property. Customer's Commercial General Liability policy shall be endorsed to show Level 3 (and any underlying property owner, as requested by Level 3) as an additional insured. Customer shall waive and/or cause its insurance carriers to waive all rights of subrogation against Level 3, which will include, without limitation, an express waiver in all insurance policies. Customer shall furnish Level 3 (or Level 3's written designee) with certificates of insurance demonstrating that Customer has obtained the required insurance coverage prior to use of any Level 3 facility. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least 30 days' prior written notice to Level 3. Customer shall require any contractor, customer or other third party entering the Colocation Area on Customer's behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above.

14. **Storage of Customer Equipment.** Level 3 may, at its option, agree to store equipment that Customer intends to colocate in Customer's Space for not more than 45 days prior to the applicable Customer Commit Date. Storage of such equipment is purely incidental to the Service ordered by Customer and Level 3 will not charge Customer a fee for such storage. No document delivered as part of such storage shall be deemed a warehouse receipt. Absent Level 3's gross negligence or intentional misconduct, Level 3 shall have no liability to Customer or any third party arising from such storage and Customer shall indemnify Level 3 for any claims relating to the same. In the event Customer stores equipment for longer than 45 days, Level 3 may, but shall not be obligated to, return Customer's equipment to Customer without liability, at Customer's sole cost and expense.

15. **Promotional Signage.** Customer may display a single promotional sign with Customer's name and/or logo on the outside of any Space; provided such signage does not exceed 20 centimeters by 28 centimeters. All other promotional signage is prohibited.

16. **Cross Connect Services**

(A) Customer shall be solely responsible for arranging the provision of any services required from any third party with whom it wishes to interconnect. Customer Commit Dates may not be provided for Level 3 Cross Connect Service, in which case service delivery shall constitute Level 3's acceptance.

(B) Interconnection. Unless otherwise agreed between the parties, any Level 3 Cross Connect Service will be interconnected to a Level 3 provided panel within the Level 3 Facility (and not directly to Customer provided equipment or facilities). Upon request of Customer at the time of submission of the applicable Customer Order, Level 3 will interconnect such Level 3 Cross Connect Service directly to Customer provided equipment or facilities within the Level 3 Facility; provided, however, Level 3 shall not be liable to Customer or any third party for any loss or damage to such Customer provided equipment or facilities arising out of such direct interconnection.

(C) If for any reason any underlying Service associated with a Level 3 Cross Connect Service is terminated (including by expiry of its applicable Service Term without any renewal), Customer shall, within fifteen (15) days of termination or expiry of the underlying Service, take all reasonable steps to effect an orderly disconnection of the

Level 3 Cross Connect Service, including but not limited to withdrawing, terminating and/or revoking any applicable Circuit Facility Assignment (“CFA”) obtained through a local access provider. If Customer fails to do so within the specified time limit, Customer hereby (i) authorizes Level 3 to disconnect the applicable third party local access circuit(s) from its Network and to instruct the local access provider on Customer’s behalf to remove the CFA from Level 3’s shared or dedicated facilities and (ii) agrees to reimburse Level 3 for any ongoing charges levied by the local access provider until the local access circuit and any CFA is removed.

17. **Power.**

(A) Power is charged on a breaker amp load basis, a metered usage basis, or a kilowatt basis. In the event the power utility increases the price paid by Level 3 for power provided to any Space, Level 3 may pass-through to Customer such price increase upon written notice to Customer.

(B) The maximum supportable power density in each Data Center facility is identified in Exhibit A. Any additional power is subject to prior written approval by Level 3, in Level 3’s sole discretion, and may be conditioned on additional terms and conditions. If Customer exceeds the applicable maximum supportable power density level for 1 consecutive hour or more and Customer does not reduce (and thereafter continually maintain) its power consumption at a level below the maximum supportable power density within 5 days of written notice by Level 3, then Level 3 may, at its option, increase the monthly recurring charges payable by Customer for the affected Space (to a rate determined by Level 3) or immediately terminate Customer’s use of the Space. The above notwithstanding, if Customer’s power consumption in excess of the applicable maximum supportable power density creates, in Level 3’s reasonable opinion, an unsafe or hazardous environment (including threatening the safe, continued operation of any part of the Colocation Area) then Level 3 may immediately suspend providing power to Customer until Customer has cured the issue and provided Level 3 adequate assurances that such issues will not recur.

(C) Subject to the prior written approval of Level 3, including approval of the subject equipment, design and manner of installation, Customer may provide a rack mounted UPS unit to provide conditioned AC power. Level 3 assumes no responsibility for the operation or performance of this equipment, Customer has sole liability therefor, and any Service Levels or SLAs are not applicable.

18. **Service Levels.**

(A) **Colocation Installation Service Level.** Level 3 will exercise commercially reasonable efforts to install any Space on or before the Customer Commit Date specified for such Space. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer, Customer Orders that are altered at Customer’s request after submission and acceptance by Level 3, or Customer Orders that require Level 3 to configure Space to specifications other than Level 3’s standard specifications for Space (such standard specifications shall be made available to Customer upon request). In the event Level 3 does not meet this Installation Service Level for a particular Space for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to the charges for one (1) day of the MRC for the affected Space for each day of delay, up to a monthly maximum credit of four (4) days.

(B) **Cross Connect Installation Service Level.** Level 3 will exercise commercially reasonable efforts to install any Level 3 Cross Connect Service on or before the Customer Commit Date specified if any for the particular Level 3 Cross Connect Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer or Customer Orders that are altered at Customer’s request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 Cross Connect Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the non-recurring charges (“NRC”) and/or monthly recurring charges (“MRC”) for the affected Level 3 Cross Connect Service as set forth in the following table:

For Level 3 Cross Connect Service:

<b>Installation Delay Beyond Customer Commit Date</b>	<b>Service Level Credit</b>
1 - 5 business days	Amount of NRC
6 - 20 business days	Amount of NRC plus charges for one (1) day of the MRC for each day of delay
21 + business days	Amount of NRC plus one (1) month’s MRC

(C) **Power Service Level.** In the event of any outage of Level 3 provided conditioned power (power provided with UPS or DC battery backup systems) to the Space for reasons other than an Excused Outage, Customer will be entitled to a service credit equal to a percent of the MRC for the affected Space based on the cumulative unavailability for the affected Space in a given calendar month as set forth in the following table):

Cumulative Unavailability (in hrs:mins:secs)	Level 3 Provided Conditioned AC or DC Power Service Level Credit stated as a credit equal to a % of MRC
00:00:01 - 00:05:00	2.5%
00:05:01 - 00:45:00	5%
00:45:01 - 04:00:00	10%
04:00:01 - 08:00:00	20%
08:00:01 -12:00:00	30%
12:00:01 -16:00:00	40%
16:00:01 - 24:00:00	50%
24:00:01 or greater	100%

Any Level 3 provided unconditioned power (i.e. power provided without Level 3 operated UPS or DC battery backup systems and/or power solely conditioned by customer provided UPS systems known as "House Power") is not covered under this or any Service Level Agreement.

**19. Applicable Law and Local Country Agreements.**

Notwithstanding anything to the contrary in the Agreement, the construction, interpretation and operation of these terms and conditions shall be governed (i) in the case of Facilities in the United States, by the laws of the State of New York and (ii) in the case of Facilities located outside the United States, by the laws of the country in which the applicable Facility is located. With respect to Service provided in certain jurisdictions outside the United States (if any), if requested by Level 3, Customer agrees that it (or its local affiliate) will enter into a separate local country addendum/agreement (as provided by local authorities) ("LCA") with the respective Level 3 affiliate that provides the local Service(s) and such Level 3 affiliate will invoice the Customer (or its local affiliate) party to the LCA for the respective local Service(s).

EXHIBIT A

**ENVIRONMENT LEVELS**

Facility	Maximum and Minimum Humidity Levels	Maximum Temperature Levels*
Premier Elite	30% to 70%	78 °F (26 °C)
Premier Select/Premier	20% to 80%	85 °F (29.5°C)

\* Measured 6'6" (78 inches or 1.98 meters) above the finished floor, and 8" (0.203 meter) in front of Customer equipment on the Cold Aisle.

**MAXIMUM SUPPORTABLE POWER DENSITY**

**Maximum Power Density for Private Suites**

Facility	Maximum Watts per Square Meter <sup>(1)</sup>	Maximum Watts per Rack inside a Suite <sup>(2)</sup>	Maximum Watts per Square Foot <sup>(1)</sup>	Maximum Watts per Rack inside a Suite <sup>(2)</sup>
	[EMEA / LatAm]	[EMEA / LatAm]	[NA]	[NA]
Premier Elite	750	5,000	200	10,000
Premier Select/Premier	500	2,000	75	5,000

1. Maximum Watts per Square Meter or Maximum Watts per Square Foot is measured as the total watts of power within a Private Suite that Customer can safely use (draw) at a static point in time, divided by the total number of Contracted Square Meters or Contracted Square Foot in the Private Suite.
2. Maximum Watts per Rack is measured as the total watts of power to a specific Rack within a Private Suite that Customer can use (draw) at a static point in time in that specific Rack as long as the overall power use of the Private Suite does not exceed the stated maximum watts per square foot or maximum watts per square meter, as applicable.

**Maximum Power Density for Stand Alone Cabinets**

Facility	Maximum Watts per Cabinet <sup>(1)</sup>
	[NA / EMEA / LatAm]
Premier Elite	10,000 / 3,000 / 5,000
Premier Select/Premier	5,000 / 3,000 / 3,000

<sup>1</sup> Maximum Watts per Stand Alone Cabinet is measured as the total watts of power to a specific Cabinet that Customer can use (draw) at a static point in time in that specific Cabinet.