

**ADDENDUM TO  
MASTER SERVICE AGREEMENT**

This Addendum ("Addendum") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, ("Addendum Effective Date") by and between **LEVEL 3 COMMUNICATIONS, LLC** ("Level 3") and **CITY OF LEESBURG** ("Customer"). 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 Fiber Termination Service (North America) 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<sup>®</sup> Fiber Termination Service (North America):**

The Level 3 Fiber Termination Service (North America) Terms and Conditions set forth on **Attachment I** as attached hereto shall apply to any Level 3 Fiber Termination Service (North America) 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: **Samantha T. Leapley**  
**Vice President, Legal**

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

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

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

## ATTACHMENT I

### SERVICE SCHEDULE **LEVEL 3<sup>®</sup> FIBER TERMINATION SERVICE (NORTH AMERICA)** (Version Issue Date: March 23, 2012)

1. **Applicability.** This Service Schedule is applicable only where Customer orders Level 3<sup>®</sup> Fiber Termination Service in North America only. Level 3 Fiber Termination Service (North America) may be designated as (3)Link<sup>SM</sup> Fiber Termination Service in customer orders, order acceptance, service delivery, billing (and related) documents.

2. **Definitions.** Any capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Agreement.

(A) "Customer Owned Fibers" shall mean the fiber optic cable owned by Customer that Customer desires to terminate at a Level 3 Facility pursuant to this Service Schedule. For clarity, the parties recognize that the term "Customer Owned Fibers" does not include any fiber that Customer has obtained from Level 3 or any third party through an infeasible right or use, lease, license, or similar grant, but only includes fee-owned fibers (unless otherwise agreed to by the parties in writing). Title to Customer Owned Fiber shall, at all times, remain with Customer.

(B) "Interconnection" shall mean the connection of the Customer Owned Fiber to a fiber distribution panel ("FDP") owned or controlled by Level 3 in a Level 3 Facility.

(C) "Level 3 Facility" shall mean a Gateway or any other facility owned or leased by Level 3 or any of its Affiliates for the purpose of, among other things, locating and colocating communications equipment (e.g. regeneration or opamp facilities), but excluding On-Net POPs.

3. **Grant.**

(A) Level 3 hereby grants to Customer, and Customer hereby purchases from Level 3 (subject to the terms of this Service Schedule) a non-exclusive limited license (the "License") for the installation, operation and maintenance of Customer Fiber at or within those Level 3 Facilities identified in a validly accepted Customer Order for the purpose of cross connecting such Customer Owned Fiber with telecommunications equipment owned or controlled by Customer, Level 3 and/or Customers. Notwithstanding the foregoing, any such desired cross connections shall not be performed pursuant to this Service Schedule but instead shall be performed pursuant to the Level 3<sup>®</sup> Cross Connect Service.

(B) The License shall apply only to Interconnections within a particular Level 3 Facility as identified in a validly accepted Customer Order.

(C) Customer shall be permitted access to the relevant Level 3 Facilities 7 days per week and 24 hours per day, subject to any and all rules, regulations and access requirements reasonably imposed by Level 3 governing such access. Unless approved in advance and in writing by Level 3, Customer's access rights contained herein shall not include the right to access the Level 3 point-of-entry manhole or the risers and/or the horizontal/vertical shafts within which the Customer Owned Fiber is located.

(D) Level 3 reserves the right, on no less than 15 days' prior written notice (except in emergency situations), to change the location, configuration or method of each Interconnection at Level 3's sole cost and expense. Level 3 and Customer agree to work together in good faith to minimize any disruption of service in connection with such relocation, reconfiguration or changed Interconnection method.

4. **Interconnections.**

(A) Unless otherwise stated in a Customer Order, the delivery of Customer Owned Fiber to the fiber distribution panel shall be accomplished by either (i) pulling the Customer Owned Fiber from the Level 3 point-of-entry manhole through existing conduit owned or controlled by Level 3, (ii) splicing the Customer Owned Fiber into a Level 3 house cable at the Level 3 point-of-entry manhole, or (iii) using an intra-building riser that terminates in Level 3's leased transport area of the Level 3 Facility. Following Level 3's receipt of all applicable non-recurring charges then due and owing as specified in the Customer Order, Level 3 shall, at its sole cost, promptly perform each Interconnection utilizing that Interconnection method set forth in the relevant Customer Order. Each Interconnection shall be performed in a good and workmanlike manner and in accordance with the reasonable standards and requirements of Level 3 and of the landlord of the building in which the Level 3 Facility is located. Customer shall, at its sole cost and expense, be required to (i) deliver the Customer Owned Fiber either to the manhole(s) designated by Level 3, in its sole discretion, or to Level 3's leased transport area in the Level 3 Facility, in accordance with the applicable Customer Order and (ii) provide excess or slack Customer Owned Fiber at the designated manhole location(s) or the applicable leased transport area in an amount necessary, as determined by Level 3, to complete each

Interconnection. Unless otherwise agreed in a Customer Order, each Interconnection shall be diverse with entry points as designated by Level 3.

(B) For each requested Interconnection, Customer shall be subject to those certain minimum, maximum and incremental fiber count requirements as may be promulgated by Level 3 from time to time on a location by location basis.

5. **Acceptance Testing.** Level 3 shall promptly notify Customer following completion of each Interconnection. Customer shall be responsible, at its sole cost, for conducting all necessary or desirable activation testing. All such testing shall be performed in compliance with the highest industry standards. In the event such testing demonstrates that the Interconnection is deficient for whatever reason, the Parties shall cooperate to promptly remedy or otherwise cure the deficiency.

6. **Maintenance.**

(A) Level 3 agrees to perform such janitorial services, environmental systems maintenance, power plant maintenance and other actions as are reasonably required to maintain each Level 3 Facility which is subject to a Customer Order in a condition which is suitable for the placement of telecommunications equipment. EXCEPT AS EXPRESSLY STATED HEREIN, LEVEL 3 HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER AS TO THE SUITABILITY OR FITNESS OF ANY PARTICULAR LEVEL 3 FACILITY OR INTERCONNECTION FOR THE PURPOSES INTENDED BY CUSTOMER.

(B) The demarcation point for each Interconnection shall be the Assigned Ports on the front of the FDP. Such demarcation points establish the division of the responsibility of the Parties hereto for the design, engineering, testing, operation, maintenance, management and repair of each Party's respective telecommunications equipment and fiber optics. Customer understands and agrees that Level 3 has no obligation under this Service Schedule to conduct or maintain periodic or on-going monitoring of any transmissions across the Customer Owned Fiber or across any equipment owned or controlled by Level 3 which is connected to such Customer Owned Fiber. Such monitoring shall be conducted, if at all, by Customer and/or its customer. Customer understands and agrees that Level 3 has no obligation whatsoever to repair or maintain any Customer Owned Fiber.

7. **Term.**

(A) Each Customer Order shall specify the Service Term for Level 3 Fiber Termination Service at the Level 3 Facility(s) specified in that Customer Order. After expiration of the Service Term, the Service shall continue on a month-to-month basis until terminated by either Party upon 30 days' prior written notice to the other.

(B) This Service Schedule shall become effective on the Service Schedule Effective Date and shall terminate on the date when all the Service Terms shall have expired or terminated (subject to earlier termination rights as set forth in the Agreement), except that those provided herein to survive such termination shall remain binding on the parties hereto.

(C) Level 3 shall have the right to terminate, upon 30 days' prior written notice or such shorter period of time as specified below (the "Termination Notice"), a specific Customer Order (but not this entire Service Schedule) in the event that: (1) Level 3's right to use the facility within which the applicable Level 3 Facility is located terminates or expires for any reason; (2) Customer ceases transmitting data or voice traffic across the applicable Customer Owned Fiber; (3) Customer has violated any material term of this Service Schedule as it applies to a specific Customer Order; (4) Customer uses the relevant Level 3 Facility for a purpose not permitted under this Service Schedule; or (5) Customer allows unescorted personnel to enter the specific Level 3 Facility, other than Customer's personnel, contractors or technicians who have been approved by Level 3 in accordance with Section 8(B). With respect to items (3), (4) and (5) immediately above, Level 3 shall have the right to immediately send a Termination Notice without any cure period if the same materially interferes or has the potential to materially interfere imminently with Level 3 or other customers.

(D) If Level 3 terminates a Customer Order pursuant to clause (1) of the first sentence of Section 7(C) prior to the expiration of the Service Term for the Service ordered pursuant to that Customer Order, then Level 3 shall use commercially reasonable efforts to procure space in a new facility, and Customer shall have the right to locate Customer Owned Fiber within such new facility upon the same terms and conditions set forth herein; provided, Level 3 may increase the charges in order to reflect any additional costs and expenses resulting from such new facility. Level 3 shall use reasonable efforts to notify Customer of any events that may result in termination of the use of the Level 3 Facility.

(E) Following the expiration or termination of a Customer Order or this Service Schedule, Level 3 shall, at its sole expense, disconnect all the effected Customer Owned Fibers and deliver the same to a location designated by Level 3; provided that Level 3 shall notify Customer a reasonable amount of time in advance of the location for such

fiber delivery. Level 3 shall exercise commercially reasonable efforts to effect the disconnection and delivery described in the previous sentence within 60 days of the expiration or termination of an individual Customer Order or within 120 days of the expiration or termination of this Service Schedule. Notwithstanding the foregoing, Level 3 shall have no liability to Customer for damage or injury to the Customer Owned Fiber resulting from such disconnection, removal or delivery unless such damage was caused by the gross negligence or willful misconduct of Level 3, its employees or agents.

**8. Use of Level 3 Facility.**

(A) Customer shall not use any Level 3 Facility for marketing, storage of any kind (including storage of excess or slack fiber) or other general office purposes. Customer shall place no signs or marking of any kind in the Level 3 Facility except with written permission of Level 3.

(B) Customer shall abide by any posted or communicated rules relating to use of, access to, or security measures respecting each Level 3 Facility. Customer may request access to a Level 3 Facility which is subject to a Customer Order for any of its personnel, contractors or technicians by contacting Level 3's Customer Care Department (877-4-LEVEL 3) which is responsible for authorizing such individuals in the Customer profile ("Representative(s)"). In the event any of its authorized Representatives are found in a Level 3 Facility with any firearms, drugs or alcohol or is found engaging in any criminal activity, eavesdropping, foreign intelligence or card selling or slamming, Level 3 shall have the right to require that such Representatives immediately vacate the facilities and such Representatives shall not be allowed to return. In the event that unauthorized parties gain access to a Level 3 Facility through access cards, keys or other access devices (if any) provided to Customer or its Representatives, Customer shall be responsible for any damages incurred as a result thereof. Should Customer or its Representatives, for any reason, lose control of any security or access devices delivered by Level 3, Customer shall be solely responsible for the replacement of any such devices.

(C) Notwithstanding any other provisions of the Agreement or this Service Schedule, neither Customer, its Representatives nor the Customer Owned Fiber (including the data or other communications being transmitted thereon) shall (a) impair or interfere with service provided or otherwise utilized by Level 3 or by any third party collocated within or having access to the relevant Level 3 Facility; (b) endanger or damage the facilities owned or controlled by Level 3 or any third party collocated or otherwise present in the Level 3 Facility; (c) compromise the privacy of any communications or any other transmissions carried in, from, or through the Level 3 Facility; or (d) create an unreasonable risk of injury or death to any individual or to the public. If Level 3 determines, in its reasonable discretion, that Customer, its Representatives or the Customer Owned Fiber violates any provision of this paragraph, Level 3 shall give written notice to Customer specifying such violations in detail, which notice shall direct Customer to cure the violation within 24 hours or, if acceptable to Level 3, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If Customer fails to cure the violation or, if applicable, commence curative measures within such 24 hour period or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by Level 3, its affiliates or other third parties collocated within or having access to the Level 3 Facility, then Level 3 may take such action as it deems appropriate to correct the violation, including without limitation, immediate termination or reconfiguration of the applicable Interconnection. Level 3 will, whenever reasonably possible, provide notice to Customer prior to taking such corrective action. Notwithstanding the foregoing, Level 3 shall not be liable to Customer or any third parties for damages, losses or expenses of any kind which arise from such termination, reconfiguration or other corrective action taken by Level 3.

**9. Insurance.**

Customer shall, at its own expense, obtain and keep in full force and effect for the duration of this Service Schedule, with a carrier or carriers reasonably satisfactory to Level 3, insurance policies of the following kinds and in the following amounts: (a) Workers' Compensation Insurance in accordance with all applicable laws (including Employer's liability insurance with limits of \$500,000 each accident); (b) Commercial General Liability with combined single limits of \$5,000,000 each occurrence; and (c) "All Risk" Property insurance covering all of Customer's personal property located in the Level 3 Facilities. Customer acknowledges that it retains the risk of loss for, loss of (including, without limitation, loss of use), or damage to, Customer equipment and other personal property located in the Level 3 Facilities. Customer further acknowledges that Level 3's insurance policies do not provide coverage for Customer's personal property located in the Level 3 Facilities. 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 located in the Level 3 Facilities. 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 insurers to waive all rights of subrogation against Level 3 which will include, without limitation, an express waiver in all insurance policies. Customer shall, within thirty (30) days of the Service Schedule Effective Date and from time to time upon request, furnish Level 3 with certificates of insurance demonstrating that Customer has obtained the required insurance coverage. Such certificates shall contain a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty (30) days prior written notice to Level 3. Customer shall require

any contractor entering a Level 3 Facility on its behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer above.

10. **Mechanic's Liens.**

No mechanic's lien or other liens shall be filed against property of Level 3, or any improvement therein, by reason of or arising out of any labor or materials furnished, alleged to have been furnished, or to be furnished to or for Customer or by reason of any change or addition to property made at the request or under the direction of Customer. If such a lien shall be filed, Customer shall, within 30 days after receipt of written notice from Level 3, shall either pay such lien or cause the same to be bonded off Level 3's property in the manner provided by law. Customer shall indemnify, defend and hold Level 3 harmless from and against all damages, expenses (including reasonable attorneys' fees), losses, actions, suits or proceedings which may arise or be brought for the enforcement of such liens and Customer shall pay any damage and discharge any judgment entered thereon.

11. **Subordination; Release of Landlord.**

(A) In the event a Level 3 Facility is leased by or otherwise provided to Level 3 pursuant to a written agreement, the terms and conditions of this Service Schedule and the Agreement shall be subordinate to the terms and conditions of said written agreement regarding the use and access of such Level 3 Facility. In no event shall Level 3 be required to provide Customer with any rights to the Level 3 Facility greater than those rights and obligations Level 3 holds.

(B) If and to the extent that Level 3's underlying leases so require (but only if they so require) Customer hereby agrees to release the landlord (and its agents, subcontractors and employees) from all liability relating to Customer's access to a Level 3 Facility and Customer's use and/or occupancy of a Level 3 Facility.

12. **Destruction of Level 3 Facility.** In the event a Level 3 Facility is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for the permitted use hereunder, then either Party may elect within 10 days after such damage, to terminate the Customer Order for such Level 3 Facility by giving the other written notice of termination. If either Party shall so elect, both Parties shall be released from further liability for such Level 3 Facility under the terms hereof. However, if the Level 3 Facility shall suffer only minor damage and shall not be rendered wholly unsuitable for the permitted use, or is damaged and the option to terminate is not exercised by either Party, Level 3 covenants and agrees to proceed promptly, at Level 3's sole expense, to repair such damage except for damage to improvements or property not belonging to Level 3. Level 3 shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by Force Majeure Events. Level 3 may, in its sole discretion, create a temporary Interconnection while Level 3 rebuilds or makes necessary repairs.

13. **Eminent Domain.** Level 3 shall provide Customer with as much written notice as is reasonably possible after Level 3 has been informed that its rights to use the facility within which a particular Level 3 Facility is located will be taken by any public authority under the power of eminent domain. If the whole of a Level 3 Facility shall be taken by any public authority under the power of eminent domain, then Customer's right to interconnect at or within such Level 3 Facility shall terminate as of the day possession shall be taken by such public authority and recurring fees, if any, and other charges for the Level 3 Facility shall be paid up to that day with a proportionate refund by Level 3 of any recurring fees and charges (other than non-recurring fees) as may have been paid in advance for a period subsequent to the date of the taking. If any part of a Level 3 Facility shall be taken under eminent domain and such taking shall render the Level 3 Facility wholly unsuitable for the permitted use hereunder, Level 3 and Customer shall each have the right to terminate the Customer Order with respect to such Level 3 Facility and declare the same null and void, by written notice of such intention to the other Party within 10 days after such taking. With respect to any Level 3 Facility the use of which has been terminated in accordance with this section, both Parties shall be released from further liability for such Level 3 Facility under the terms hereof; provided however, that this Agreement shall continue in full force and effect until its expiration or earlier termination as set forth elsewhere herein.

14. **Latin American Services.** With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).