



**Level 3 Communications:
Order, Rev.1**

Quote Id : Q1-816637493

Issue Date : April 28, 2014

Valid Through : May 28, 2014

Prepared For :

City of Leesburg

1-5JP78M

501 West Meadow Street

Leesburg, FL, 34749

999-999-9999

Srv ID /Srv Comp ID	Location	Component /Configuration	Net Price	MRC	NRC	YRC	IRU
BCNJ1039	380 S LAKE DESTINY RD ORLANDO, FL 32810-6226	North American Colocation Standard Cabinet		\$1854.00	\$2000.00	\$0.00	\$0.00
		Action Code	Modify				
		Power Draw	0				
		Term	3 Year Lease				
		Level 3 North American Colocation Standard Cabinet MRC Charge	\$1344.00				
		Level 3 North American Colocation Standard Cabinet NRC Charge	\$0.00				
BBMM66487		DC -48V 30A Power A & B Feed					
		Action Code	Add				
		Service Component Id					
		Space Code					
		Level 3 North American DC -48V 30A Power Installation Charge	\$2000.00				
		Level 3 North American DC -48V 30A Power Recurring Charge	\$510.00				
Infrastructure Subtotal				\$1854.00	\$2000.00	\$0.00	\$0.00
Total				\$1854.00	\$2000.00	\$0.00	\$0.00

1. ~~This confidential Customer Order may not be disclosed to third parties and~~ is non-binding until accepted by Level 3 as set forth in section 4.
2. Pricing is generally valid for 90 calendar days from the date indicated unless a different time period is otherwise specified herein. Prior to installation Level 3 may give written notice to Customer (which may be via e-mail) of price increases due to price changes by off-net suppliers. Customer has 2 business days following such notice to terminate this Customer Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. If any aspect of the Services set forth herein is to be provided internationally, a Local Country Agreement may be required.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on net services shall be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3) and off-net demarcation points shall be the off-net vendor's MPOE. If this Customer Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.
4. Customer places this Customer Order by signing (including electronic or digital signature) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this Customer Order shall be governed by and subject to the Master Service Agreement(s) and Service Schedule(s) (if any) between Level 3 and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement) applicable to such Service. If Customer has not executed a Master Services Agreement with Level 3 but has executed a services agreement with an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent such Affiliate Agreement shall apply to the Service herein (to the extent not inconsistent with this Customer Order) provided that in such cases, the current standard Level 3 Service Schedule applicable to the Services shall apply. In the event that Level 3 and Customer have not executed a Master Service Agreement and/or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, then Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Customer Order) shall govern, a copy of which are available upon request. Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3's acceptance of this Order will be evidenced by (and this Order will be binding on both parties upon) the earlier of Level 3's written delivery of a Customer Committed Delivery Date (i.e. the projected installation date) or Level 3's delivery of the requested Service.
5. Neither party shall be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Customer Order. Customer's sole remedies for any outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.
6. All transport services ordered from Level 3 will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Level 3, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order.
7. Charges for certain Services are subject to (a) a property tax surcharge of 4.25% and (b) a cost recovery fee of 3% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.level3.com/taxes.
8. Customer will pay Level 3's standard: (i) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3's standard interval duration (which will be provided by Level 3 upon request and is currently available at <https://MyLevel3.net>) and (ii) ancillary charges for additional activities, features or options as set forth in Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer for the Service and Customer shall pay such charges which will appear on Customer's first invoice following the Service Commencement Date.
9. For colocation, data center and/or hosting services, at certain locations pre-arranged escorted access may be required.
10. This order extinguishes and replaces the service ordered by Customer under Level 3 Quote Id Q1-746595911 containing Issue Date August 22, 2013.

Customer submits this Order as a Customer Order

Authorized Customer Signature _____ **Date of Customer Order** _____

Printed Name _____ **Title** _____