

**Customer Information and Contract Specifications**

Customer Name: City of Milpitas

Currency:USD

**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1275 N MILPITAS BLVD, MILPITAS, CA 95035 USA	IP Trunks - (4 Mbps) - ISDN	Renewal	36	1	\$760.00	\$0.00	\$760.00	\$0.00
	- Flat rated.							
	- Includes 13000 LD Minutes FlexCall.							
	Domestic LD							
	- Interstate 8xx				\$0.0276			
	- Intrastate 1+				\$0.0324			
	- Intrastate 8xx				\$0.0424			
	- Interstate 1+				\$0.0251			
	Individual Telephone Numbers			100	N/A	N/A	\$15.00	\$0.00
	- First 100 ITNs: Priced as 100 @ \$0.15 mrc / \$0.35 nrc							
IP Trunks Transport				1	\$0.00	\$0.00	\$0.00	\$0.00
Business Continuity - Automatic Reroute				1	\$20.00	\$0.00	\$20.00	\$0.00
- Type = Basic								
- Configuration = Trunk Group Overflow								
- # of Call Paths = 12								
	<b>Subtotal</b>						<b>\$795.00</b>	<b>\$0.00</b>
455 E CALAVERAS BLVD, MILPITAS, CA 95035 USA	Voice T1 Measured ISDN	Renewal	36	1	\$250.00	\$0.00	\$250.00	\$0.00
	- Includes 6500 LD Minutes - Flexcall (total).							
	Domestic LD							
	- Interstate 8xx				\$0.0276			
	- Intrastate 1+				\$0.0324			
	- Intrastate 8xx				\$0.0424			
	- Interstate 1+				\$0.0251			
	Individual Telephone Numbers			500	N/A	N/A	\$32.00	\$0.00
	- First 100 ITNs: Priced as 100 @ \$0.00 mrc / \$0.00 nrc							
	- ITNs over 100: Priced as 400 @ \$0.15 mrc / \$0.35 nrc							
Local Loop				1	\$128.77	\$0.00	\$128.77	\$0.00
Business Continuity - Automatic Reroute				1	\$20.00	\$0.00	\$20.00	\$0.00
- Type = Basic								

	- Configuration = Trunk Group Overflow							
	- # of Call Paths = 12							
	<b>Subtotal</b>						<b>\$430.77</b>	<b>\$0.00</b>
	<b>Totals</b>						<b>\$1,225.77</b>	<b>\$0.00</b>

**Terms and Conditions Governing This Order**

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 (including but not limited to Standard Terms and Conditions) 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 Commit Date ("CCD") (i.e. the projected installation date) or Level 3's delivery of the requested Service. Additionally, notwithstanding anything in Customer's Affiliate Agreement to the contrary, at the end of the Service Term, the Services set forth herein shall renew on a month to month basis, terminable by either party with 30 days' advanced written notice and the rates are subject to change upon 30 days' notice from Level 3.

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](http://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, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. Notwithstanding anything to the contrary herein, and IP VPN Services ordered hereunder are governed by the Service Schedule for Converged Services.

**Additional Order Terms**

As used herein, "Level 3" includes Level 3's affiliates, including but not limited to tw telecom holdings, llc ("TWTC"), where such affiliates are providing the Services identified in the Order.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge (see the then prevailing Time and Materials rates posted at [www.twtelecom.com](http://www.twtelecom.com)), assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

**Signature Block**

<b>Customer: City of Milpitas</b>
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

**Document Generation Date: 03-07-2016**

**Long Distance Letter of Authorization**

**Customer Name:** City of Milpitas

I hereby authorize Level 3 Communications, LLC or its affiliates including **tw telecom holdings, llc ("Level 3")** to change my InterLATA and IntraLata Primary Exchange Carrier (PIC) for all of the services on the service order form Document No. DID-0000445565 to **Level 3**.

**Signature Block**

Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.

**Document Generation Date: 03-07-2016**

**Customer Information and Contract Specifications**

**Customer Name:** City of Milpitas

**Currency:**USD

**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
1275 N MILPITAS BLVD, MILPITAS, CA 95035 USA	Internet Access - 100 Mbps	Renewal	36	1	\$800.00	\$0.00	\$800.00	\$0.00
	- Service Level = 24x7x4							
	- Primary DNS (up to 10)							
	- Secondary DNS (up to 50)							
	Internet Transport - Ethernet 100Mbps			1	\$194.00	\$0.00	\$194.00	\$0.00
Site Readiness	1	\$0.00	\$0.00	\$0.00	\$0.00			
	- Transport = Ethernet 100Mbps							
	- Standard Delivery - To the MPoE (Customer Provided)							
	<b>Subtotal</b>						<b>\$994.00</b>	<b>\$0.00</b>
	<b>Totals</b>						<b>\$994.00</b>	<b>\$0.00</b>

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#### **Equipment Recovery**

Upon termination of a Service for any reason, Level 3 or its representative will contact Customer to schedule a mutually acceptable time and date for retrieval of Level 3 Equipment located on Customer's premises. Alternatively, Level 3 may request that Customer package Level 3 Equipment and return it, at Level 3's cost, to a location identified by Level 3. If Customer does not provide Level 3 with access to its premises to allow Level 3 to recover the Level 3 Equipment within thirty (30) days following Level 3's contact, or if Customer does not ship the Level 3 Equipment to Level 3 within the thirty (30) days, then Level 3 may charge Customer and Customer shall pay for the replacement cost of such Equipment.

**Signature Block**

<b>Customer: City of Milpitas</b>
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

**Document Generation Date: 03-08-2016**