

Proposal prepared for North Hunterdon Voorhees Reg HS - Quote# 10029665 - S



Quote # 10029665

Proposal									
Pricing Prepared For			Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc		
North Hunterdon Voorhees Reg HS			02/05/2018	05/02/2018	USD	1,978.00	0.00		
Dedicated Internet Access									
Term		Total Mrc		Total Nrc			# Sites		
3 Years		1,978.00		.00			1		
Location				Universal Service Fund	Summary		Dedicated Internet Access	Coordinated Services	
Site Name	Country	Site Address		USF	Mrc	Nrc	# Mb	Coordinated Service Type	Asset/Circuit ID
ANNANDALE, NJ - TELCOVE METRO POP	USA	1445 STATE ROUTE 31 S ANNANDALE, NJ 08801-3117		Interstate	1978.00	.00	1000.000		
Product Details									
Description				Qty	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 1445 STATE ROUTE 31 S ANNANDALE, NJ 08801-3117 On Net Access - Gig-Ethernet (1000 Mb) - [Quantity = 1, Bandwidth = Gig-Ethernet (1000 Mb), Sub Bandwidth = 1000]				1					
A - 1445 STATE ROUTE 31 S ANNANDALE, NJ 08801-3117 IP Port - Gig-Ethernet (1000 Mb) - [Quantity = 1, Bandwidth = Gig-Ethernet (1000 Mb)]				1					
A - 1445 STATE ROUTE 31 S ANNANDALE, NJ 08801-3117 IP Logical - [Billing Method = Fixed, Committed Data Rate (CDR) = 1000.000]				1					

Order Terms and Conditions	
<p>1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Level 3 as set forth in section 4.</p> <p>2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following such notice to terminate this Order (without liability) otherwise Customer is deemed to accept the increase. Services may be provided by Level 3 or its affiliates. Services to be provided internationally may require a Local Country Agreement.</p> <p>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 Order identifies aspects of services which are procured by Customer directly from third parties, Level 3 is not liable for such services.</p> <p>4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3. The Service identified in this 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 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, (i) Level 3's standard Master Service Agreement/Service Schedule(s) (as of the date of this Order) shall govern, a copy of which are available upon request and (ii) the Level 3 contracting party shall be the Level 3 entity invoicing such Services. 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, and, 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. "Affiliate Agreement" for CenturyLink Communications, LLC ("CenturyLink") or any companies that were affiliates of CenturyLink before the merger between CenturyLink and Level 3 means only an applicable Interexchange Carrier network agreement (e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, CenturyLink Wholesale Services Agreement or CenturyLink Master Service Agreement) for non-government customers. In the event of a CenturyLink Affiliate Agreement, (a) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (b) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer shall pay Level 3's standard early termination liability charges as identified in Level 3's ancillary charge summary, a copy of which is available upon request.</p> <p>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 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.</p> <p>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 Order.</p> <p>7. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% 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.</p> <p>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 (available upon request or 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 and Customer shall pay such charges.</p> <p>9. Equipment provided by Level 3 to be located in the Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. 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.</p> <p>10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where Level 3 does not currently hold a license to provide such Services (Level 3 is so licensed in Hong Kong, Japan, Singapore and Australia), Customer consents that Level 3 may provide such Service by procuring services of third party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service.</p>	
Declarations and Signatures	
Customer submits this document as a Customer Order.	
Authorized Signature:	
Name:	
Title:	
Date:	