



**Customer Information**

Customer Name	CITY OF NAPLES	EAN	4049837
Install Street Address	295 RIVERSIDE CIR,	City, State, Zip	NAPLES, Florida , 34102-1401
Main Telephone Number	(239)213-5100	Market	FT MYERS
Contact Name	Steve Weeks	Proposal ID	1270187
Account Representative	Andrew Santos	Proposal Type	New
Dealer Name		Term	3 Years

FLEXlinx Services	Total Qty	Price/Unit	Total Price	Adjusted Price
ISDN PRI (B+D Channels)	48	--	--	--
<b>Total FLEXlinx Services</b>			<b>\$1,704.43</b>	<b>\$1,149.55</b>

FLEXlinx Features	Included	Total Qty	Price/Unit	Total Price	Adjusted Price
<b>VoxVoice Local Features</b>					
DID Numbers	20	910		\$178.00	\$178.00
<b>VoxVoice Long Distance Features</b>					
Long Distance Packages	1000	7000		\$156.00	\$156.00
Long Distance -	--			\$0.053	\$0.053
Long Distance (International) - Standard Rates apply					
<b>VoxVoice NetPlus Features</b>					
NetPlus Line	--	50		\$1,705.50	\$1,705.50
<b>VoxInternet Data Features</b>					
Data Equipment Maintenance	--	1		\$0.00	\$0.00
Static IP Address	--	1		\$0.00	\$0.00
<b>Total FLEXlinx Features</b>					<b>\$2,039.50</b>

Other Charges	Total Price	Adjusted Price
<b>Total Other Charges</b>		<b>\$0.00</b>

Total FLEXlinx Solution	Total Price	Adjusted Price
<b>Total Monthly Recurring Charges</b>		<b>\$3,189.05</b>
<b>Total Non-Recurring Charges</b>		<b>\$0.00</b>

In the event Customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a Minimum Monthly Commitment of 85% of the Total Monthly Recurring Charges.

**Minimum Monthly Commitment**                      **\$2,710.69**

**Service Information**

This proposal and all NuVox Services shall be governed by the terms and conditions of the Customer Service Agreement ("CSA") entered between the parties. Please ask your sales representative for a copy of NuVox's standard CSA to review the additional terms applicable to NuVox's Services.

Customer must subscribe to a minimum of one voice service (channel or call path) to qualify for LD Bucket Minutes.

Authorized Customer Initial \_\_\_\_\_

**Service Information**

LD Buckets are not available on Net PLUS lines. LD Bucket minute rates vary based on term commitment. Interstate, Intrastate and 800 inbound usage will apply to LD Bucket Minutes. Any domestic usage above LD Bucket subscription amount and any Connect U and International will be billed at the rate per minute published in NuVox's currently-posted Terms and Condition/Price List(s). Unused Bucket minutes are subject to expiration at the end of the period specified in NuVox's currently-posted Terms and Condition/Price List(s).

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Authorized NuVox Representative Name ANDREW SANDS  
Authorized NuVox Representative Signature *Andrew Sands* Date 9/3/09  
Authorized Customer Name \_\_\_\_\_  
Authorized Customer Signature \_\_\_\_\_ Date \_\_\_\_\_



**5. Charges Rate Changes; Billing.** Customer shall pay to NuVox charges for the Services and applicable equipment on a monthly basis, payable on receipt of the invoice notice, as set forth in the Proposal(s) ("Monthly Recurring Charges" or "MRC") or the applicable Tariff or, where a Tariff is not applicable, then as such charges may appear in NuVox's Terms and Conditions. In any given month during which Customer's actual usage at a location falls below the MMC for such location, Customer nonetheless shall pay the MMC. NUVOX RESERVES THE RIGHT TO INCREASE OR DECREASE RATES ON AT LEAST THIRTY (30) DAYS NOTICE. Billing at a location will begin upon the earlier of (i) the Installation Date; or (ii) thirty (30) days after delivery of the applicable facility to the Customer premises by the facility provider (if the delay in connection of the facility is due to Customer). Customer shall pay all costs and expenses of collection of any amounts due from Customer hereunder, including reasonable attorney's fees. Upon request, Customer can choose a paper bill containing detailed usage and charges delivered via regular mail for a monthly charge (if applicable).

**6. Disconnection of Current Services; Special Construction; Third Party Charges for Equipment and Services; NuVox-Provided Equipment.** Customer is solely responsible for disconnecting services with its current service provider. NuVox is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if NuVox or a third party provider is required to extend the Demarcation Point or undertake special construction for Customer. Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services. NuVox shall have no responsibility for maintenance or repair of same. Internet Services require properly configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT. Any equipment installed by NuVox on Customer's premises (such as the CSU/DSU, Channel Bank and router, if applicable) shall remain at all times the property of NuVox and shall remain in good condition, less normal wear and tear. NuVox shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse NuVox for the cost of any necessary repairs. Customer shall provide NuVox reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If NuVox does not have access to Customer's premises within thirty (30) days after Customer terminates Services with NuVox, Customer shall reimburse NuVox for the full purchase price of the equipment as well as any attorney's fees and costs.

**7. Disclaimer of Warranties; Limitation of Liability.** FOR PURPOSES OF THIS SECTION, "NUVOX" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS AND/OR ANY ENTITY ON WHICH BEHALF NUVOX RESELLS SERVICES. NUVOX MAKES NO EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INGRIMENT, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS AND ALL WARRANTIES ARE HEREBY DISCLAIMED. THE LIABILITY OF NUVOX FOR SERVICE ISSUES AND/OR INTERRUPTIONS OR IN JURISDICTIONS THAT PROHIBIT DISCLAIMERS SHALL BE LIMITED TO CREDITS FOR INTERRUPTED SERVICES, IF ANY, IN ACCORDANCE WITH NUVOX'S THEN-CURRENT CREDIT POLICY. IN NO EVENT SHALL NUVOX BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), WHETHER IN A CLAIM OR AN ACTION BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY (COLLECTIVELY "CAUSES OF ACTION"), EVEN IF NUVOX HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**8. Critical Lines.** Because many lines can cease operating during a power outage, Customer should have a NetPlus or copper line for elevator, alarm, E911 and other critical functions.

**9. Entire CSA; Modification.** This CSA, incorporated documents and any other documents required by NuVox to provide the Services constitute the entire agreement between the parties and there are no other verbal statements, representations, or warranties not embodied herein. This CSA and all modifications must be in writing and signed by a Manager or Director on behalf of NuVox. Hand-written or typed changes to this CSA are strictly prohibited and will not be binding on NuVox. This CSA shall in all respects be governed by and construed in accordance with the laws of Delaware, without regard to its choice of law rules. Customer may not assign this CSA without the written consent of NuVox. If any part of this CSA is unenforceable, the rights and obligations of the parties shall be construed as if a commercially reasonable provision had been substituted, consistent with law and the parties' undertakings.

**10. International Unblocking.** If Customer has access to NuVox international calling, Customer is subject to NuVox's web-posted Terms and Conditions for International Telecommunications Services. Customer and not NuVox is responsible for securing its customer premises equipment and Customer shall be liable for all charges associated with the customer premises, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management, or (ii) involves fraudulent activity. CUSTOMER AUTHORIZES NUVOX TO MONITOR AND RECORD ORAL COMMUNICATIONS WITH NUVOX PERSONNEL REGARDING CUSTOMER'S ACCOUNT OR THE SERVICES FOR THE PURPOSE OF SERVICE QUALITY ASSURANCE. CUSTOMER AGREES THAT NUVOX MAY SEND EMAIL MESSAGES CONCERNING PRODUCTS AND SERVICES.

<b>CUSTOMER</b>	<b>NUVOX</b>
Signature:	Signature: <i>Andrew Santos</i>
Printed Name:	Printed Name: <i>Andrew Santos</i>
Title:	Title: <i>SAR</i>
Date:	Date: <i>9/3/09</i>



CUSTOMER SERVICE AGREEMENT

<input checked="" type="checkbox"/>	New Customer	Customer Name: CITY OF NAPLES		
		Address for service: 295 RIVERSIDE CIR,		
<input type="checkbox"/>	Existing Customer	City: NAPLES	State: FL	Zip: 341021401
		Services to be provided at above location unless different address indicated on Proposal(s) attached hereto. If CSA covers services at multiple locations, Proposal for each location must be attached.		

This Customer Service Agreement ("CSA") is made by and between NuVox Communications, Inc., a Delaware corporation, and its affiliates having its principal place of business at 2 North Main St., Greenville, South Carolina 29601 and the customer ("Customer"):

1. **Services to be Provided; Proposal(s).** NuVox agrees to provide and Customer agrees to purchase the Services and equipment ("Services") described on the Proposal(s) or set forth in NuVox's Terms and Conditions or Tariffs, each incorporated by reference. The Proposal(s) expire thirty (30) days from their creation date except that such Proposal(s) shall be extended if signed by NuVox after their expiration date(s). The Proposal(s) may not include certain taxes, surcharges, assessments, and/or fees that are based on NuVox's Tariffs, price lists and/or other federal, state and local taxes, fees, assessments, and surcharges imposed by NuVox or any governmental authority (collectively, "Fees"). Customer shall pay all such Fees unless Customer signs a tax exemption certificate proving that it is exempt from same within thirty (30) days of execution of this CSA. NuVox's commitment to provide Services is subject to approval of Customer's credit, approval of the suitability of Customer's premises, and receipt of all paperwork. Customer acknowledges and agrees that it will not use the Services for its own end users and/or customers as a provider of any sort, telecommunications or otherwise.

2. **Term of CSA; Renewal; Termination; Termination Fees.** This CSA shall become effective on the date it is signed by NuVox and shall continue for the Term Commitment set forth in the Proposal(s) until replaced with a new CSA or terminated pursuant to the terms of this CSA. If this is Customer's first installation of NuVox Services at the applicable location(s), the Term Commitment for such location(s) shall begin on the date Services commence (the "Installation Date"). Supplemental requests for changes are subject to applicable fees and charges, and may affect the actual Installation Date. If Customer currently receives Services from NuVox, any rate or Service changes ("Changes") will become effective at the start of next bill cycle after Changes have been made, which could be at least two billing cycles from the effective date of this CSA. The Term Commitment for Changes shall commence on the date of the bill cycle on which the billing or Service changes appear. Upon expiration of the Term Commitment for a location, this CSA shall renew automatically for successive one (1) year renewal terms (each, a "renewal term") until terminated or cancelled pursuant to the terms hereof.

Either party may terminate this CSA by providing at least thirty (30) days written notice to the other party prior to the end of the initial Term Commitment or a renewal term or if the other party is in default of any material provision hereof and such default is not cured within thirty (30) days after the non-defaulting party gives the defaulting party written notice. Customer's right to terminate for cause shall be limited to termination of the Services at the affected location(s) only. Any Customer notice must be sent via first class certified mail, return receipt requested, to: NuVox., P.O. Box 6068, Greenville, SC 29606, ATTN: Customer Care. If Customer terminates this CSA following its execution but prior to the installation of Services, Customer shall pay NuVox a Cancellation Charge of \$1000 per T1 or T1 equivalent or \$250 per DSL line (BizPac).

*CUSTOMER'S RATES AND OTHER APPLICABLE DISCOUNTS ARE BASED UPON CUSTOMER'S COMMITMENT TO PURCHASE SERVICES FOR THE TERM COMMITMENT OR RENEWAL TERM. IF CUSTOMER TERMINATES THIS CSA AND/OR ANY SERVICES AT A LOCATION PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM FOR SUCH LOCATION (OTHER THAN AS PROVIDED ABOVE), OR IF NUVOX TERMINATES THIS CSA PRIOR TO THE EXPIRATION OF THE THEN-CURRENT TERM DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER AGREES TO PAY TO NUVOX, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AN AMOUNT EQUAL TO THE MONTHLY RECURRING CHARGES ("MRC") MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM. CUSTOMER AGREES THAT THE ACTUAL DAMAGE TO NUVOX IS DIFFICULT TO ASCERTAIN AND THAT THE AMOUNTS FIXED FOR LIQUIDATED DAMAGES ARE A REASONABLE ESTIMATE OF THE ACTUAL REDUCTION IN THE VALUE OF THIS CSA THAT NUVOX WILL SUSTAIN.*

3. **Customer Relocation.** Customer agrees to provide sixty (60) days advance notice to NuVox if Customer will move Services to a different location and Customer will incur installation charges for the new location based on the months of active service, as follows: \$2000 for 0-6 months, \$1250 for 7-12 months, \$1000 for 13-18 months, \$750 for 19-24 months, and \$250 after 24 months. Customer will be required to enter into new CSA for such new location or NuVox will apply the liquidated damages set forth in Section 2 for the terminated location. Charges could apply and monthly fees may be affected. NuVox does not provide Services beyond specific service boundaries and if Customer moves beyond such boundaries, NuVox will apply the liquidated damages set forth in Section 2.

4. **Documents Incorporated by Reference; Commission Oversight.** NUVOX'S SERVICES ARE SUBJECT TO AND THIS CSA INCORPORATES: (I) FOR BOTH REGULATED AND UNREGULATED SERVICES, THE TERMS AND CONDITIONS OF THE TARIFFS WHERE CUSTOMER RECEIVES THE SERVICES OR, IF NO TARIFFS ARE FILED, NUVOX'S SOUTH CAROLINA TARIFFS; (II) WITH RESPECT TO REGULATED AND UNREGULATED SERVICES PROVIDED IN DETARIFFED JURISDICTIONS OR IN THE EVENT SOUTH CAROLINA IS DETARIFFED, THE APPLICABLE "TERMS AND CONDITIONS" POSTED AT <http://www.nuvox.com>; (III) WITH RESPECT TO DATA AND INTERNET SERVICES, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www.nuvox.com>; (IV) IF CUSTOMER SUBSCRIBES TO GOOGLE SERVICES THROUGH NUVOX, THE "GOOGLE APPS PREMIER EDITION LICENSE" POSTED AT <http://www.nuvox.com>; AND (V) IF CUSTOMER SUBSCRIBES TO ISDN-PRI SERVICES, THE "ISDN-PRI TERMS AND CONDITIONS OF SERVICE" POSTED AT <http://www.nuvox.com>. CUSTOMER'S INITIAL AND CONTINUED USE OF THE SERVICES IS SUBJECT TO CUSTOMER'S AGREEMENT TO ALL OF THE DOCUMENTS REFERRED TO HEREIN, AS THEY MAY CHANGE FROM TIME TO TIME. In the event of any conflict between the provisions of this CSA and the Tariffs and/or the "Terms and Conditions," the provisions of the Tariffs or the Google Apps Premier Edition License shall control followed by the "Terms and Conditions" and then this CSA. For regulated services, any claim or dispute by Customer must be referred to the applicable regulatory agency.

Customer Initials \_\_\_\_\_



**ADDENDUM TO CUSTOMER SERVICE AGREEMENT**

This Addendum is entered between NuVox ("NuVox") and City of Naples Florida ("Customer"), Proposal ID 1253012 and amends Customer Service Agreement ("CSA") entered between NuVox and Customer ("Parties").

**SATISFACTION GUARANTEE**

NuVox Communications pledges to provide you superior voice and data solutions, as well as customized and hassle-free service. In addition to this value-added service, you will also receive our Satisfaction Guarantee.

If there is a material failure by NuVox in the provision of Services (excluding billing issues) during the initial 36 months following the initial Installation Date ("Satisfaction Period") or renewal date and NuVox fails to cure such material failure within five (5) days of receipt of written notice\* of such failure, you may, within the Satisfaction Period, terminate this Agreement without incurring liquidated damages charges and NuVox will be responsible for reasonable (not to exceed one thousand dollars) charges associated with transferring Services to a new service provider.

\*Customer's written notice must be delivered to NuVox ATTN: Executive Appeals, 301 N. Main Street, Suite 5000, Greenville, South Carolina, 29601. The forgoing applies to new or renewal customers and does not apply to any additional Services ordered hereunder, and the forgoing reimbursement provisions do not apply to Netosphere™ Networking Services and LANLock™ Security Services.

NuVox and Customer hereby agree that the Minimum Monthly Commitment ("MMC") will be changed to one thousand three hundred twenty five dollars (\$1,325).

The CSA noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the CSA, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.


NuVox and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either NuVox or Customer.

City of Naples Florida

NuVox

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: ANDREW SANTOS  
Title: SAR

## Letter of Agency

Contact Name:	Sales Office: FT MYERS
BTN: 2392134800	Dealer Name:
Company Name:	Sales Rep Name: Deirdre Carrington
Install Address:	Order Date:
Current Carrier:	
Additional BTNs:	

### Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorize NuVox, Inc. ("NuVox") to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to NuVox for each of the telephone numbers listed below (check all that are applicable):

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance
<input type="checkbox"/>	Internet

I represent that I am at least eighteen years of age. I also represent that I am the party identified in the account records of my local telephone company as responsible for payment or that I have the authority to change telecommunications carriers for each of the telephone numbers identified herein. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number. I also understand that by checking beside the services listed above that Company's preferred carrier for the selected services will be changed, but only for those numbers set forth below.

I understand that the monthly rate plan does not include taxes or applicable regulatory fees.

I choose NuVox to act as my agent in order to effectuate the change(s) and authorize NuVox to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, joint user group(s), equipment vendor(s) and consultant(s). By designating NuVox to act as my agent, I do not permit NuVox to change my service to a carrier other than NuVox. In addition, I authorize NuVox to issue all necessary instructions to the foregoing for the purpose of fulfilling its agency on my behalf. This agreement will remain in effect until revoked in writing by the Company.

Numbers:	
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I understand that I may consult NuVox Communications, Inc. as to whether a fee applies to change from the Company's current telecommunications carrier(s) to NuVox Communications, Inc.

Company Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I understand that by signing above, Company's preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above.

PRIVATE/PROPRIETARY

Contains Private and/or Proprietary Information. May not be used or disclosed outside NuVox except pursuant to a written agreement.