

# CITY OF BROOKHAVEN, GEORGIA

## CITY COUNCIL MEMBERS

J. Max Davis, Mayor

~~~~

Rebecca Chase Williams – District 1

Jim Eyre – District 2

Bates Mattison – District 3

Joe Gebbia – District 4

## CITY COUNCIL

**JANUARY 22, 2013**

**Regular Meeting**

**7pm**

Congregation Or VeShalom, 1681 North Druid Hills Rd, Brookhaven, GA

**A) INVOCATION**

**B) CALL TO ORDER – Mayor Davis**

**C) ROLL CALL –City Clerk**

**D) PLEDGE OF ALLEGIANCE – Mayor Davis**

**E) OPENING REMARKS – Mayor Davis**

**F) MINUTES**

- December 20, 2013
- December 21, 2013
- December 28, 2013
- January 8, 2013

**G) PUBLIC COMMENT - Specifically to address Old and/or New Business on this agenda only**

**H) CONSENT AGENDA (*None at this time*)**

**I) ANNOUNCEMENTS**

- **Deadline date(s) for variances**
- **Town Hall – January 24 details**

**J) REPORTS AND PRESENTATIONS**

- **Status of Fee Schedule – Marie Garrett**
- **Current Status of Inter Governmental Agreements with DeKalb County – Bill Riley**
- **Status of City Manager search – Slavin & Marie Garrett**

**K) OLD BUSINESS**

- 1. O2013-01-54**      **Consideration and Approval of an Ordinance to Adopt and Approve Chapter 22: Solid Waste for Code of Ordinances for the City of Brookhaven**  
AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 22: SOLID WASTE PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 22: SOLID WASTE (Second Read)
- 2. O2013-01-55**      **Consideration and Approval of an Ordinance to Adopt and Approve Chapter 25: Water, Sewer and Sewage Disposal for Code of Ordinances for the City of Brookhaven**  
AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 25: WATER, SEWER

AND SEWAGE DISPOSAL PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 25: WATER, SEWER AND SEWAGE DISPOSAL (Second Read)

3. O2013-01-58 **Consideration and Approval of an Ordinance to Adopt and Approve CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS for Code of Ordinances for the City of Brookhaven**  
AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 7: BUILDINGS AND BUILDING REGULATION, PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 7: BUILDINGS AND BUILDING REGULATION (Second Read)
4. O2013-01-59 **Consideration and Approval of an Ordinance to Adopt and Approve CHAPTER 17: MOTOR VEHICLES AND TRAFFIC for Code of Ordinances for the City of Brookhaven**  
AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 17: MOTOR VEHICLES AND TRAFFIC PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 17: MOTOR VEHICLES AND TRAFFIC (Second Read)
5. O2013-01-60 **Consideration and Approval of an Ordinance to Adopt and Approve CHAPTER 23: STREETS AND SIDEWALKS for Code of Ordinances for the City of Brookhaven**  
AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 23: STREETS AND SIDEWALKS PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 23: STREETS AND SIDEWALKS (Second Read)

L) NEW BUSINESS

1. R2013-01-07 **Consideration and Approval of a Resolution to Establish the 2013 Election Qualifying Fees**  
RESOLUTION CALLING FOR THE 2013 ELECTION AND TO FIX AND PUBLISH THE QUALIFYING FEES FOR THE GENERAL MUNICIPAL ELECTION FOR THE CITY OF BROOKHAVEN FOR THE OFFICES OF COUNCILMEMBERS OF COUNCIL DISTRICTS 2 (TWO) AND 4 (FOUR)
2. R2013-01-08 **Consideration and Approval of a Resolution to Update the Schedule of Fess for Business Occupation Taxes and Licensing**  
A RESOLUTION APPROVING THE SCHEDULE OF FEES FOR BUSINESS OCCUPATION TAXES AND LICENSING IN THE CITY OF BROOKHAVEN, GEORGIA AND AUTHORIZING THE MAYOR AND CITY MANAGER OR THEIR DESIGNEES TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE IMPLEMENTATION THEREOF
3. ACTION ITEM **Appointment of Interim City Solicitor**

- 4. **ACTION ITEM**     **Consideration and Approval of Cbeyond Contract**
  
- 5. **ACTION ITEM**     **Appointment of Committee for the Purpose to Review and Make Recommendations of Improvement to Chapter 21: SIGNS of the Code of Ordinances for the City of Brookhaven**

**M) OTHER BUSINESS**

**N) PUBLIC COMMENTS**

**O) MAYOR'S COMMENTS**

**P) EXECUTIVE SESSION** *(If needed)*

**Q) ADJOURNMENT**

**AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 22: SOLID WASTE AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 22: SOLID WASTE (Second Read)**

**WHEREAS:** The Ordinance relating to Chapter 22: Solid Waste is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

**WHEREAS:** This Ordinance shall be designated as Chapter 22: Solid Waste of the Code of Ordinances of the City of Brookhaven, Georgia; and

**WHEREAS:** This Ordinance is shall become effective upon its adoption.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF BROOKHAVEN HEREBY ORDAINS** that Chapter 22: Solid Waste is hereby adopted and approved as part of the Code of Ordinances for the City of Brookhaven, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

**SO ORDAINED AND EFFECTIVE** this the 22nd day of January , 2013 .

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)

**AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 25: WATER, SEWER AND SEWAGE DISPOSAL AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 25: WATER, SEWER AND SEWAGE DISPOSAL (Second Read)**

**WHEREAS:** The Ordinance relating to Chapter 25: Water, Sewer and Sewage Disposal is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

**WHEREAS:** This Ordinance shall be designated as Chapter 25: Water, Sewer and Sewage Disposal of the Code of Ordinances of the City of Brookhaven, Georgia; and

**WHEREAS:** This Ordinance is shall become effective upon its adoption.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF BROOKHAVEN HEREBY ORDAINS** that Chapter 25: Water, Sewer and Sewage Disposal is hereby adopted and approved as part of the Code of Ordinances for the City of Brookhaven, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

**SO ORDAINED AND EFFECTIVE** this the 22nd day of January, 2013.

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)

**AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS, AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 7: BUILDINGS AND BUILDING REGULATIONS (Second Read)**

**WHEREAS:** The Ordinance relating to Chapter 7: Buildings and Building Regulations is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

**WHEREAS:** This Ordinance shall be designated as Chapter 7 of the Code of Ordinances of the City of Brookhaven, Georgia; and

**WHEREAS:** This Ordinance is shall become effective upon its adoption.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF BROOKHAVEN HEREBY ORDAINS** that Chapter 7: Buildings and Building Regulations is hereby adopted and approved as part of the Code of Ordinances for the City of Brookhaven, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

**SO ORDAINED AND EFFECTIVE** this the 22nd day of January, 2013.

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)

**CITY OF BROOKHAVEN  
DEKALB COUNTY, STATE OF GEORGIA**

**ORDINANCE NO. O2013-01-59**

**AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 17: MOTOR VEHICLES AND TRAFFIC, AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN THE FUTURE AS CHAPTER 17: MOTOR VEHICLES AND TRAFFIC (First Read)**

**WHEREAS:** The Ordinance relating to Chapter 17: Motor Vehicles and Traffic is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

**WHEREAS:** This Ordinance shall be designated as Chapter 17 of the Code of Ordinances of the City of Brookhaven, Georgia; and

**WHEREAS:** This Ordinance is shall become effective upon its adoption.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF BROOKHAVEN HEREBY ORDAINS** that Chapter 17: Motor Vehicles and Traffic is hereby adopted and approved as part of the Code of Ordinances for the City of Brookhaven, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

**SO ORDAINED AND EFFECTIVE** this the 22nd day of January, 2013.

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)

**CITY OF BROOKHAVEN  
DEKALB COUNTY, STATE OF GEORGIA**

**ORDINANCE NO. O2013-01-60**

**AN ORDINANCE TO ADOPT AND APPROVE CHAPTER 23: STREETS AND SIDEWALKS,  
AND PROVIDING FOR INCLUSION AND IDENTIFICATION IN THE CODE OF  
ORDINANCES FOR THE CITY OF BROOKHAVEN, GEORGIA TO BE REFERENCED IN  
THE FUTURE AS CHAPTER 23: STREETS AND SIDEWALKS (Second Read)**

**WHEREAS:** The Ordinance relating to Chapter 23: Streets and Sidewalks is hereby adopted and approved; and is attached hereto as if fully set forth herein; and,

**WHEREAS:** This Ordinance shall be designated as Chapter 23 of the Code of Ordinances of the City of Brookhaven, Georgia; and

**WHEREAS:** This Ordinance is shall become effective upon its adoption.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF BROOKHAVEN HEREBY ORDAINS** that Chapter 23: Streets and Sidewalks is hereby adopted and approved as part of the Code of Ordinances for the City of Brookhaven, Georgia. Any ordinances in conflict with this Ordinance are hereby repealed.

**SO ORDAINED AND EFFECTIVE** this the 22nd day of January, 2013.

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)



**RESOLUTION CALLING FOR THE 2013 ELECTION AND TO FIX AND PUBLISH  
THE QUALIFYING FEES FOR THE GENERAL MUNICIPAL ELECTION FOR THE  
CITY OF BROOKHAVEN FOR THE OFFICES OF COUNCILMEMBERS OF  
COUNCIL DISTRICTS 2 (TWO) AND 4 (FOUR)**

**WHEREAS**, pursuant to O.C.G.A. § 21-2-9(b), and the City Charter for the City of Brookhaven, the offices of Councilmembers for Posts 2 (two) and 4 (four) shall be elected on the Tuesday next following the first Monday in November, 2013; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-131, the City Council shall fix and publish the qualifying fees for the municipal offices to be filled in the upcoming election no later than February 1<sup>st</sup> of the year in which an election is to be held. The qualifying fee shall be equal to three percent (3%) of the total gross salary of the office as set forth in the City Charter for the City of Brookhaven; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-501(c), in instances in which no municipal candidate receives a majority of the votes cast, a run-off election shall be held on the twenty-eighth (28<sup>th</sup>) day after the day of holding the first election between the candidates receiving the two highest numbers of votes.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Council for the City of Brookhaven that:

- Section 1** The date of the Municipal Election for the Offices of Councilmember of Council Districts 2 (two) and 4 (four) is hereby established to be Tuesday, November 5, 2013; and
- Section 2** The qualifying fee for each council seat is \$360.00. Each candidate shall file a notice of candidacy in the office of the City Clerk of Brookhaven between Monday, August 26, 2013 and Wednesday, August 28, 2013, between the hours of 8:30am and 12:30pm, and 1:30pm and 4:30pm. Each candidate must meet the qualifications of the Charter and Code of the City of Brookhaven, as well as applicable state laws; and
- Section 3** In the event no candidate receives a majority of the votes cast, a Run Off Election shall be held Tuesday, December 3, 2013, between the candidates receiving the two highest number of votes; and
- Section 4** This resolution shall become effective upon passage.

**RESOLVED AND ADOPTED** by the City Council of the City of Brookhaven, Georgia,  
This 22nd day of January, 2013.

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Hiott, City Clerk

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)

# CITY OF BROOKHAVEN

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## MEMORANDUM

**To:** Mayor and City Council  
**From:** Chris Pike, Finance Director  
**Date:** January 22, 2013  
**Subject:** Resolution to Adopt Occupation and Business Tax Rates

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### ITEM DESCRIPTION

To adopt rates and fees related to the occupation tax program of the City

### BACKGROUND

Staff recently discovered a revised rate schedule on the DeKalb web site for occupation tax rates (time of the update is unknown.) In discussing the update, it a desire of Council is to have comparable rates for businesses and perhaps slightly more competitive. With that in mind, Council directed staff to develop a rate schedule of 10% below the DeKalb current rates.

|         |  | DeKalb<br>current |  | Brookhaven<br>current |
|---------|--|-------------------|--|-----------------------|
| Class 1 |  | .0003             |  | .00027                |
| Class 2 |  | .0005             |  | .00045                |
| Class 3 |  | .0007             |  | .00063                |
| Class 4 |  | .0009             |  | .00081                |
| Class 5 |  | .0011             |  | .00099                |
| Class 6 |  | .0013             |  | .00117                |

All other rates and fees related to Occupation Taxes will remain the same (and equal to DeKalb)

### RECOMMENDED ACTIONS

It is respectfully requested that Council approve a resolution adopting and approving a schedule of fees for business occupation taxes in the City of Brookhaven in a manner allowed by OCGA 48-13-5 et seq.

**A RESOLUTION APPROVING THE SCHEDULE OF FEES FOR BUSINESS OCCUPATION TAXES AND LICENSING IN THE CITY OF BROOKHAVEN, GEORGIA AND AUTHORIZING THE MAYOR AND CITY MANAGER OR THEIR DESIGNEES TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE IMPLEMENTATION THEREOF**

**WHEREAS,** the Charter of the City of Brookhaven authorizes the City to provide for the general health, safety and welfare of the citizens of the City; and

**WHEREAS,** the Charter of the City of Brookhaven further authorizes the City to charge and collect business occupation taxes and charge and collect license regulation fees for certain businesses operating in the City of Brookhaven; and

**WHEREAS,** the Mayor and City Council previously adopted Chapter 15, Occupation Tax, Licenses and Regulation, which provides, pursuant to Article I, Section 14, that tax rates shall be set based on profitability classifications of the business as defined in the North American Industrial Classification System.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Council for the City of Brookhaven, that the business occupation taxation gross receipts rates for all businesses in the City of Brookhaven shall be as follows:

**Section 1:**

A \$125.00 flat fee. In addition, a variable gross receipts rate and employee rate based on the tax class.

| Class/type | Gross receipts rate | Rate per employee |
|------------|---------------------|-------------------|
| Class 1    | .00027              | \$4.00            |
| Class 2    | .00045              | \$6.00            |
| Class 3    | .00063              | \$8.00            |
| Class 4    | .00081              | \$10.00           |
| Class 5    | .00099              | \$12.00           |
| Class 6    | .00117              | \$14.00           |

**Section 2:** The Penalties and late fees pursuant to Chapter 15 for failure to pay occupation taxes in a timely manner shall remain the same.

**RESOLVED AND ADOPTED** by the City Council of the City of Brookhaven, Georgia, this 22nd day of January, 2013.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY OF BROOKHAVEN  
DEKALB COUNTY, STATE OF GEORGIA**

**RESOLUTION R2013-01-XX**

APPROVED:

\_\_\_\_\_  
J. Max Davis, Mayor

ATTEST:

\_\_\_\_\_  
Susan Hiott, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William F. Riley, Acting City Attorney

(Seal)

# Memorandum

**To:** Marie Garrett  
**CC:** JD Clockadale  
**From:** Daniel Schultheiss  
**Date:** 1/18/2013  
**Re:** CBeyond Communications Contract for City Hall

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Mrs. Garrett,

To provide internet and phone service on day one for the City, InterDev established a month to month contract with One Ring Networks to provide wireless internet service at City Hall. Using this internet service, inbound phone calls are being routed from InterDev's corporate office over the internet to City Hall. This was meant to be a temporary solution until the City could establish its own permanent service. It is my recommendation that the City of Brookhaven accept the proposed contract with CBeyond Communications to provide phone and internet services for City Hall upon legal approval. This contract includes 50 Mbps for internet access, allotment for up to 32 simultaneous phone calls, 300 direct inward dial (DID) numbers, and 13 public IP addresses as well as some other features detailed in the attached quote. The cost for this service would be \$1079.00 / month plus the associated line fees that we estimate to be around \$245/month. This will provide a higher quality of service by eliminating the need to route phone calls over the internet as well as reduce the probability for an outage by not having to rely on the connection to InterDev. It will also establish the permanent internet and phone solution for the City.

Thank you,

Daniel Schultheiss  
IT Director



**CBeyond™**  
**City of Brookhaven Service Proposal**  
*BeyondVoice Ultimate Edition*

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**Package**

**BeyondVoice Ultimate Edition**

**Service Period**

**1 year service \$1079.00\*\*** (per month)

- 50 Mbps
- Up to 32 simultaneous calls
- 2,000 Long Distance, Mobile, or Toll-free Minutes
- Extended Local Calling (Metro)
- 300 DID's
- 3 Standard Toll-Free Number's
- 1 Directory Listing
- Caller ID w/ Name
- Basic line features include: *Call forwarding, Call blocking, Three-way calling, Call Transfer Disconnect, Call Waiting*
- 5 GB Web Hosting
- Up to 10 HME 2010 Email Accounts (basic)
- Up to 5 Landline voicemail boxes (Unified Messaging Included)
- 5 Secure Desktop Subscriptions
- 13 Public IP Address
- 5 GB Secure Backup
- 1 Fax to E-mail number
- Anytime access to on-line account management tools
- Cbeyond will act as your Internet Service Provider

**Install Fee**  
 waived

\*Includes Cisco 2430 IAD which is a router designed to manage communications between your network and Cbeyond's while ensuring dial tone and bandwidth redundancy.

\*\*Price quoted is good for 30 days and subject to change thereafter.

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**Contact:**  
**Brian Bitler**  
**Cbeyond**  
**Phone: 678-570-4264**  
**E-mail: [Brian.Bitler@cbeyond.net](mailto:Brian.Bitler@cbeyond.net)**  
**[www.cbeyond.net](http://www.cbeyond.net)**

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Part of Multiple Account    
  Part of Multiple Location    
  New   
  Move   
  Change  
 Current Cbeyond Customer?    
  Tax-Exempt?

|                                                          |                                        |                                             |
|----------------------------------------------------------|----------------------------------------|---------------------------------------------|
| LEGAL COMPANY NAME / D.B.A.<br><b>City of Brookhaven</b> | CONTACT NAME<br><b>Chris Pike</b>      | CONTACT PHONE NUMBER<br><b>404-637-0470</b> |
| SERVICE ADDRESS<br><b>200 Ashford Center North</b>       | SUITE, FLOOR, ROOM<br><b>Suite 150</b> | CITY<br><b>Dunwoody</b>                     |
|                                                          | COUNTY                                 | STATE<br><b>GA</b>                          |
|                                                          |                                        | ZIP<br><b>30338</b>                         |

Is this the name and address you want listed for directory listing services?     Yes     No

**Online Bill Payment \*\*\*\* Cbeyond does NOT mail paper bills. 100% of Cbeyond Customers are billed electronically through Cbeyond Online \*\*\*\***

|                                                       |                                                                                                                     |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| NAME OF CONTACT TO RECEIVE BILLS<br><b>Chris Pike</b> | E-MAIL ADDRESS OF CONTACT RECEIVING BILLS (ALL BILLS ARE SENT ELECTRONICALLY)<br><b>chris.pike@brookhaven-ga.us</b> |
|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|

|               |                                                 |                          |                          |                          |                     |          |                                    |
|---------------|-------------------------------------------------|--------------------------|--------------------------|--------------------------|---------------------|----------|------------------------------------|
| OWNER CONTACT | CONTACT NAME                                    | ALT BILLING?             | INSTALL SCHED?           | AFTER HOURS?             | PHONE #             | MOBILE # | EMAIL ADDRESS:                     |
|               | <b>Chris Pike</b>                               | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>404-637-0470</b> |          | <b>chris.pike@brookhaven-ga.us</b> |
|               | <b>Primary Administrative Contact</b>           |                          |                          |                          |                     |          |                                    |
|               | <b>Gary Nichols</b>                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <b>770-643-4400</b> |          | <b>GNichols@Interdev.com</b>       |
|               | <b>Other Administrative Contacts (optional)</b> |                          |                          |                          |                     |          |                                    |

### STEP 1: SELECT A BEYONDVOICE PACKAGE

|                                                                                                                                                                                                          |  |          |                                                |     |     |                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------|------------------------------------------------|-----|-----|----------------------------------------|
| <b>BeyondVoice Package</b> - up to 32 landlines, 2,000 Toll Free, PPU Mobile Minutes, Outbound Long Distance Minutes, and 60 Minutes of Audio Conference Calling<br><br><b>Office Edition (Ultimate)</b> |  | 10 Mbps  | <input type="checkbox"/> \$999 /mo             | N/A | N/A | Smart Start Setup Fee <sup>3</sup><br> |
|                                                                                                                                                                                                          |  | 25 Mbps  | <input type="checkbox"/> \$1199 /mo            | N/A | N/A |                                        |
|                                                                                                                                                                                                          |  | 50 Mbps  | <input checked="" type="checkbox"/> \$1374 /mo | N/A | N/A |                                        |
|                                                                                                                                                                                                          |  | 100 Mbps | <input type="checkbox"/> \$1534 /mo            | N/A | N/A |                                        |
|                                                                                                                                                                                                          |  |          |                                                |     |     |                                        |

- |                                                                                                                           |                            |                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Service Period begins with Service Activation.<br>2. Applicable taxes and fees are not included in the listed charges. | Customer Initials<br>_____ | 3. The Smart Start Setup Fee does not include phone and LAN vendors fees<br>4. The Smart Start Total Service Includes installation and up to 3 hours setup training, prior to activation. |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### STEP 2: SETUP BEYONDVOICE STANDARD SERVICES

| Service Name                                 | QTY                      | Standard with Package                                                                                                                                                       | Upgrade Options                                                                                                                                                                                                                                                                                                                                                                          | QTY                      | Fee                   | Total  |
|----------------------------------------------|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------|--------|
| <b>BROADBAND</b>                             |                          |                                                                                                                                                                             | Additional 5 Mbps broadband                                                                                                                                                                                                                                                                                                                                                              | _____ x                  | \$75.00/mo            | = \$ - |
| <b>SECURE DESKTOP</b>                        |                          | Subscriptions<br>Security software subscriptions for up to 5 computers included.                                                                                            | Additional subscriptions                                                                                                                                                                                                                                                                                                                                                                 | _____ x                  | \$5.00/mo             | = \$ - |
| <b>DOMAIN NAME</b>                           | <input type="checkbox"/> | Domain Name Hosting                                                                                                                                                         | Additional domain names                                                                                                                                                                                                                                                                                                                                                                  | _____ x                  | \$10.00/yr            | = \$ - |
| <b>WEB HOSTING</b>                           | <input type="checkbox"/> | Web Hosting<br>30 GB storage and 3000 GB data transfer included.                                                                                                            | Unix Windows    Unix    Windows<br><input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Additional Web Hosting<br><input type="checkbox"/> <input type="checkbox"/> Web Marketing<br><input type="checkbox"/> <input type="checkbox"/> Web Ecommerce<br><input type="checkbox"/> <input type="checkbox"/> Web Local Listings              | _____ x                  | \$15.00/mo            | = \$ - |
| <b>WEB DESIGN - PROFESSIONAL SERVICES</b>    |                          | N/A<br>Web Design Professional Services are a one time charge. 50% will be billed on your first invoice with the remainder being billed on the invoice after job completion | Do-It-For-Me    15 page website<br>_____ x    \$1,925 one time = \$ -<br>10 page website<br>_____ x    \$1,375 one time = \$ -<br>5 page website<br>_____ x    \$800 one time = \$ -<br>DIY Plus    5 page website<br>_____ x    \$575 one time = \$ -<br>3 page website<br>_____ x    \$375 one time = \$ -<br>Update/Migration    3 hrs web design<br>_____ x    \$360 one time = \$ - |                          |                       |        |
| <b>HOSTED MICROSOFT EXCHANGE</b>             |                          | Outlook Basic (POP) Email Boxes<br>Up to 10 mailboxes included.                                                                                                             | Additional Outlook Basic (POP) Email Boxes (500 MB)                                                                                                                                                                                                                                                                                                                                      | _____ x                  | \$0.50/mo             | = \$ - |
|                                              |                          |                                                                                                                                                                             | Outlook Complete mailboxes<br>These mailboxes include Unified Messaging with Cbeyond voicemail.                                                                                                                                                                                                                                                                                          | _____ x                  | \$10.00/mo            | = \$ - |
|                                              |                          |                                                                                                                                                                             | Outlook Complete Mailbox Unlimited Storage (requires Outlook Complete)                                                                                                                                                                                                                                                                                                                   | _____ x                  | \$3.00/mo (per box)   | = \$ - |
|                                              |                          |                                                                                                                                                                             | Email Archiving <input type="checkbox"/><br>Indicates interest only. Email Archiving is provided and billed by a 3rd party.                                                                                                                                                                                                                                                              |                          |                       |        |
|                                              |                          |                                                                                                                                                                             | Mobile Sync    _____ x \$5.00/mo                                                                                                                                                                                                                                                                                                                                                         |                          |                       | = \$ - |
|                                              |                          |                                                                                                                                                                             | Mobile Sync for Non - Cbeyond mobile devices (requires Outlook Complete)                                                                                                                                                                                                                                                                                                                 |                          |                       |        |
| <b>FAX TO EMAIL</b>                          | <input type="checkbox"/> | One Inbound Fax to Email number                                                                                                                                             | Additional Fax to Email number                                                                                                                                                                                                                                                                                                                                                           | _____ x                  | \$5.00/mo             | = \$ - |
| <b>TOLL FREE NUMBER</b>                      | 3                        | Toll free numbers<br>Up to 3 toll free numbers included.                                                                                                                    | Additional Toll Free number                                                                                                                                                                                                                                                                                                                                                              | _____ x                  | \$2.00/mo             | = \$ - |
| <b>LOCAL or TRUNK LANDLINES (Bx)</b>         | 32                       | Landlines<br>Up to 32 landlines included.                                                                                                                                   | Additional Local or Trunk Landline                                                                                                                                                                                                                                                                                                                                                       | _____ x                  | \$10.00/mo (per line) | = \$ - |
| Maximum of 48 local or trunk lines available |                          |                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                          |                          |                       |        |
| <b>VIRTUAL RECEPTIONIST</b>                  |                          | N/A                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> | _____ x \$35.00/mo    | = \$ - |
| <b>SECURE BACKUP</b>                         | <input type="checkbox"/> | 5 GB storage                                                                                                                                                                | Additional Storage                                                                                                                                                                                                                                                                                                                                                                       | 1 - 5 GB                 | _____ x \$1.50/mo     | = \$ - |
|                                              |                          |                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                          | 6+ GB                    | _____ x \$1.00/mo     | = \$ - |

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

INITIAL HERE

## SERVICE ORDER CONTRACT

|                                                    |                                        |                                             |
|----------------------------------------------------|----------------------------------------|---------------------------------------------|
| COMPANY NAME<br><b>City of Brookhaven</b>          | CONTACT NAME<br><b>Chris Pike</b>      | CONTACT PHONE NUMBER<br><b>404-637-0470</b> |
| SERVICE ADDRESS<br><b>200 Ashford Center North</b> | SUITE, FLOOR, ROOM<br><b>Suite 150</b> | CITY<br><b>Dunwoody</b>                     |
|                                                    | COUNTY                                 | STATE<br><b>GA</b>                          |
|                                                    |                                        | ZIP<br><b>30338</b>                         |

**SELECT YOUR PHONE SYSTEM INTERFACE**

|                                 |                                                                                                |                                                                                                                                                  |                                                                                                                                      |
|---------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Analog | <input type="checkbox"/> SIPconnect<br>• Applies to certified interoperable phone system only. | <input checked="" type="checkbox"/> Digital - PRI<br>• At least 1 trunk line is required.<br>• Local features are available in specific markets. | <input type="checkbox"/> Digital - CAS<br>• At least 1 trunk line is required.<br>• Inbound Caller ID, local features not available. |
|---------------------------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|

**IMPORTANT INFORMATION ABOUT 911 SERVICES**

Cbeyond gives 911 providers only one set of location information (address) for each account. Cbeyond does not provide different 911 location information for individual extension numbers. Cbeyond does not currently support customers who maintain their own 911 location information with Emergency Service Providers.

|                                  |                                                                                                                                      |                              |    |             |          |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------|----|-------------|----------|
| <b>DIRECT INWARD DIAL (DIDs)</b> | <input type="checkbox"/> 200 DIDs<br>Up to 200 DIDs included. Digital and SIPconnect customers only.                                 | Additional blocks of 10 DIDs | 10 | x \$5.00/mo | \$ 50.00 |
| <b>VOICEMAIL</b>                 | <input type="checkbox"/> Voicemail<br>Up to 5 voice mailboxes Included (Limit 1 per hunt group). Analog & SIPconnect customers only. | Additional Voicemail Basic   |    | x \$5.00/mo | \$ -     |

### STEP 3: SELECT ADDITIONAL BEYONDVOICE SERVICES

Choose the additional tools for your business.

|                                                                                                                                                                                                                                                                                                                                                           | Quantity                            | Fee               | Total    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------|----------|
| <b>Public IP Addresses (with Multinet Configuration)</b>                                                                                                                                                                                                                                                                                                  |                                     |                   |          |
| <input type="checkbox"/> 1 IP Address                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/>            | Included          | _____    |
| <input type="checkbox"/> 5 IP Addresses                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/>            | \$10.00/mo        | \$ -     |
| <input checked="" type="checkbox"/> 13 IP Addresses                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> | \$30.00/mo        | \$ 30.00 |
| <input type="checkbox"/> 29 IP Addresses                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>            | \$115.00/mo       | \$ -     |
| <input type="checkbox"/> 61 IP Addresses                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>            | \$300.00/mo       | \$ -     |
| <input type="checkbox"/> VPN On-Net (\$50 per site)<br><small>Includes VPN Remote User Unlimited. If SecureVPN On-net is connecting only to a BeyondOffice account, the VPN charge is waived.</small>                                                                                                                                                     | _____ x                             | \$50.00/mo        | \$ -     |
|                                                                                                                                                                                                                                                                                                                                                           |                                     | Connect To: _____ |          |
| <input type="checkbox"/> VPN Off-Net (\$50 per site)                                                                                                                                                                                                                                                                                                      | _____ x                             | \$50.00/mo        | \$ -     |
| <input type="checkbox"/> VPN Remote User Unlimited<br><small>To activate this service, create your first remote user on Cbeyond Online (www.cbeyondonline.net).</small>                                                                                                                                                                                   |                                     | \$25.00/mo        | \$ -     |
| <input type="checkbox"/> Cbeyond International VoIP<br><small>Includes 500 minutes per month of International long distance to select countries. All minutes over 500 to these countries are rated at \$0.06. For all other countries, standard rates apply at all times. A list of countries can be found at www.cbeyondonline.net.</small>              | <input type="checkbox"/>            | \$30.00/mo        | \$ -     |
| <b>Cbeyond Conferencing (60 Minutes of Audio Conference Calling (\$0.22 / minute / user average) included)</b>                                                                                                                                                                                                                                            |                                     |                   |          |
| <input type="checkbox"/> Cbeyond Audio Conferencing Advantage<br><small>Includes 500 minutes per month of Audio Conferencing minutes. All minutes over 500 are rated at \$0.06. Conferencing minutes are billed per minute per user</small>                                                                                                               |                                     | \$30.00/mo        | \$ -     |
| <input type="checkbox"/> Cbeyond Audio Plus Web Conferencing Advantage<br><small>Includes 500 minutes per month of Audio and Web Conferencing minutes and a Web User Limit of 50 participants. All minutes over 500 are rated at \$0.06. Conferencing minutes are billed per minute per user</small>                                                      |                                     | \$50.00/mo        | \$ -     |
| <input type="checkbox"/> Toll Free Services                                                                                                                                                                                                                                                                                                               |                                     |                   |          |
| <input type="checkbox"/> Enhanced Toll Free #                                                                                                                                                                                                                                                                                                             | _____ x                             | \$7.00/mo         | \$ -     |
| <input type="checkbox"/> Toll Free Directory Listing (\$15 setup fee per listing)                                                                                                                                                                                                                                                                         | _____ x                             | \$15.00/mo        | \$ -     |
| <input type="checkbox"/> Calling Card Number(s) <a href="http://www.cbeyond.net/fcc.pdf">http://www.cbeyond.net/fcc.pdf</a> for international rates.<br><small>All calling card minutes are rated at \$0.22/minute per domestic minute. Review international rates at <a href="http://www.cbeyond.net/fcc.pdf">http://www.cbeyond.net/fcc.pdf</a></small> |                                     | Pay Per Use       | N/A      |
| <input type="checkbox"/> NAT/Port Forwarding Data Connectivity - Standard Configuration                                                                                                                                                                                                                                                                   | <input type="checkbox"/>            | Included          | N/A      |
| <input type="checkbox"/> Additional Directory Listing                                                                                                                                                                                                                                                                                                     | _____ x                             | \$5.00/mo         | \$ -     |
| <input type="checkbox"/> Additional Directory Listing Services                                                                                                                                                                                                                                                                                            |                                     |                   |          |
| <input type="checkbox"/> Private, DA Only, Suite/Floor/Room Listings                                                                                                                                                                                                                                                                                      | _____ x                             | \$5.00/mo         | \$ -     |
| <input type="checkbox"/> Foreign Exchange Listings                                                                                                                                                                                                                                                                                                        | _____ x                             | \$5.00/mo         | \$ -     |
| <input type="checkbox"/> Alternate Call / Cross Reference Listings                                                                                                                                                                                                                                                                                        | _____ x                             | \$6.00/mo         | \$ -     |
| <input type="checkbox"/> Alternate User Listings                                                                                                                                                                                                                                                                                                          | _____ x                             | \$2.49/mo         | \$ -     |

**SIPCONNECT CUSTOMERS ONLY**

|                                                                                               |   |              |      |
|-----------------------------------------------------------------------------------------------|---|--------------|------|
| <input type="checkbox"/> Analog Ports Up to 2 Analog ports are INCLUDED.                      |   |              |      |
| <input type="checkbox"/> First two analog ports                                               |   | Included     | N/A  |
| <input type="checkbox"/> Additional analog ports                                              | 0 | x \$10.00/mo | \$ - |
| <input type="checkbox"/> Personal Call Assistant Local Feature Set                            |   |              |      |
| <input type="checkbox"/> Additional subscriptions (2 <sup>nd</sup> through 10 <sup>th</sup> ) |   | x \$5.00/mo  | \$ - |
| <input type="checkbox"/> Additional subscriptions (11 <sup>th</sup> and more)                 |   | x \$2.50/mo  | \$ - |

The 1st account subscription is INCLUDED.

Customer Initials

INITIAL HERE



# SERVICE ORDER CONTRACT

|                                                    |                                        |                                             |
|----------------------------------------------------|----------------------------------------|---------------------------------------------|
| <b>COMPANY NAME</b><br>City of Brookhaven          | <b>CONTACT NAME</b><br>Chris Pike      | <b>CONTACT PHONE NUMBER</b><br>404-637-0470 |
| <b>SERVICE ADDRESS</b><br>200 Ashford Center North | <b>SUITE, FLOOR, ROOM</b><br>Suite 150 | <b>CITY</b><br>Dunwoody                     |
|                                                    | <b>COUNTY</b>                          | <b>STATE</b><br>GA                          |
|                                                    |                                        | <b>ZIP</b><br>30338                         |

## ADDITIONAL LONG DISTANCE MINUTE BLOCKS

Long Distance Outbound Minute Blocks (Cannot be combined with Unlimited Long Distance)

|                                                                                        |              |      |
|----------------------------------------------------------------------------------------|--------------|------|
| <input type="checkbox"/> 1,000 Minute - Long Distance Outbound Block (overage \$.045)  | \$30.00/mo   | \$ - |
| <input type="checkbox"/> 2,500 Minute - Long Distance Outbound Block (overage \$.04)   | \$70.00/mo   | \$ - |
| <input type="checkbox"/> 5,000 Minute - Long Distance Outbound Block (overage \$.04)   | \$130.00/mo  | \$ - |
| <input type="checkbox"/> 10,000 Minute - Long Distance Outbound Block (overage \$.04)  | \$270.00/mo  | \$ - |
| <input type="checkbox"/> 15,000 Minute - Long Distance Outbound Block (overage \$.04)  | \$400.00/mo  | \$ - |
| <input type="checkbox"/> 20,000 Minute - Long Distance Outbound Block (overage \$.04)  | \$500.00/mo  | \$ - |
| <input type="checkbox"/> 25,000 Minute - Long Distance Outbound Block (overage \$.04)  | \$600.00/mo  | \$ - |
| <input type="checkbox"/> 50,000 Minute - Long Distance Outbound Block (overage \$.035) | \$1050.00/mo | \$ - |
| <input type="checkbox"/> 100,000 Minute - Long Distance Outbound Block (overage \$.03) | \$1700.00/mo | \$ - |
| <input type="checkbox"/> 150,000 Minute - Long Distance Outbound Block (overage \$.02) | \$2250.00/mo | \$ - |

## ADDITIONAL TOLL FREE MINUTE BLOCKS

Toll Free Inbound Minute Blocks

|                                                                                   | Fee          |      |
|-----------------------------------------------------------------------------------|--------------|------|
| <input type="checkbox"/> 1,000 Minute - Toll Free Inbound Block (overage \$.045)  | \$40.00/mo   | \$ - |
| <input type="checkbox"/> 2,500 Minute - Toll Free Inbound Block (overage \$.04)   | \$95.00/mo   | \$ - |
| <input type="checkbox"/> 5,000 Minute - Toll Free Inbound Block (overage \$.04)   | \$175.00/mo  | \$ - |
| <input type="checkbox"/> 10,000 Minute - Toll Free Inbound Block (overage \$.04)  | \$320.00/mo  | \$ - |
| <input type="checkbox"/> 15,000 Minute - Toll Free Inbound Block (overage \$.04)  | \$430.00/mo  | \$ - |
| <input type="checkbox"/> 20,000 Minute - Toll Free Inbound Block (overage \$.04)  | \$600.00/mo  | \$ - |
| <input type="checkbox"/> 25,000 Minute - Toll Free Inbound Block (overage \$.04)  | \$725.00/mo  | \$ - |
| <input type="checkbox"/> 50,000 Minute - Toll Free Inbound Block (overage \$.035) | \$1300.00/mo | \$ - |
| <input type="checkbox"/> 100,000 Minute - Toll Free Inbound Block (overage \$.03) | \$2200.00/mo | \$ - |

## IMPORTANT DETAILS: BEYONDVOICE SERVICES

**• BeyondMobile Service -**

- **Activation Fee:** One-time \$25 activation fee is charged per line. The activation fee may be waived for orders with any combination of 4 or more mobile handsets and/or laptop cards.
- **Early Termination Fee:** An early termination fee of up to \$175 (per mobile line) will apply if service is cancelled before the 2 year mobile line contract end date.
- **Text Messaging/SMS Usage:** All Cbeyond phones can send and receive text messages. Phones that have the Unlimited SMS/Text Messaging feature do not incur additional charges for any text message that is sent or received. Phones without an Unlimited SMS plan incur a charge of 10¢/text for all text messages that are sent or received. Text messaging sent via mass distribution not permitted.
- **Mobile Workforce Manager:** \$25 setup fee per MWM subscription. (NOTE: Cbeyond's Acceptable use Policy requires that all persons provided a MWM phone will be informed that their movements may be monitored by their account administrator.) Cbeyond does not record or track MWM monitoring or usage.
- **International Voice & Data Usage:** International GSM Voice and Data require the International Roaming plan. Voice calls are billed at per minute rates that vary by country. Availability of coverage for both voice and data vary by country.
- **Unlimited Voice Plan:** Domestic calling only. International calling charges apply. Unlimited minutes cannot be shared with other mobile or landline minutes and do not count against BeyondVoice package minutes nor toward the volume discount tier for pooled minutes.
- **Feature Phone Unlimited Data Plan:** Tethering not permitted. Refer to Acceptable Use Policy for additional details.
- **Smartphone Unlimited Data Plan:** Tethering not permitted with unlimited data plan. Refer to Acceptable Use Policy for additional details.
- **4G Unlimited Laptop Card Data Plan:** Data Use must comply with Cbeyond's Acceptable Use Policy.

- **Caller ID with Name -** Customer provides display unit. Not available for CAS. Not all PRI phone systems can be configured with Caller ID w/ Name.
- **Contract Renewals -** If you are renewing your Cbeyond services, all attachment terms and pricing from your prior Cbeyond contract will remain in legal force and unchanged unless a new attachment addressing those rates, terms or conditions is executed.
- **Directory Assistance -** Directory assistance is rated per call. Rates for Directory Assistance are posted at [http://cbeyond.custhelp.com/cgi-bin/cbeyond.cfg/php/enduser/std\\_adp.php?p\\_faqid=3174](http://cbeyond.custhelp.com/cgi-bin/cbeyond.cfg/php/enduser/std_adp.php?p_faqid=3174).
- **Extended Local Calling -** Please go to <http://www.cbeyond.net/services/voice-local.htm> for Extended Local Calling Maps.
- **Managed Firewall -** Your LAN Vendor will need to make configuration changes on Cbeyond Online to set up Cbeyond's Managed Firewall features
- **Pooled Minutes -** Includes Mobile pay-per-use, Toll Free and Domestic Long Distance minutes. Please go to [www.cbeyond.net/pdf/fcc.pdf](http://www.cbeyond.net/pdf/fcc.pdf) for International long distance rates.
- **Overage Charges -** Overage charges for Outbound Long Distance, Toll Free and PPU Mobile Usage will be billed at a rate of \$0.05/minute unless a Outbound Long Distance or Toll Free Inbound Minute Block has been purchased
- **Unlimited Long Distance -** \*Cannot be used by call centers, autodialers, and customers who aggregate traffic. Does not apply to mobile usage. The complete Acceptable Use Policy is accessible at the Legal link on [www.cbeyond.net](http://www.cbeyond.net). Plan not available on all BeyondVoice offers.
- **Secure Backup -** Secure Backup software requires Windows (2000, XP, 2003, and Vista, 32 and 64 bit), and Windows 7 (32 and 64 bit) Windows Server 2000, 2003, 2008, or Windows Home Server).
- **Secure Desktop -** Secure Desktop requires Windows Vista (64-bit, 32-bit), Windows XP Home, Windows XP Pro, Windows XP Media Center, 1GB of RAM, and 600MB of free hard drive space.
- **VPN -** A signed "Things You Need To Know" form is required for each VPN product ordered - On-net, Off-net, and Remote User Unlimited.
- **Web Hosting Marketing Tools -** Includes search engine registration, search engine optimization, and Emarketing guides.
- **Web Hosting Overage Pricing and Miscellaneous Plans -** Web Hosting data transfer beyond 3,000 GB is billed at \$0.10 / MB
- **Directory Listings**

Each customer receives 1 complimentary single straight line listing in the white pages for the main listing. There is a charge for each additional listing. All customers receive 1 complimentary yellow page listing on the main listing ONLY.

Any primary and/or additional listings will only be listed in the Local Telephone Company directories. Cbeyond provides only basic straight line listings in the white and yellow pages. Cbeyond does not provide any graphical advertising listings in either the white or yellow pages.

The deadline for phone book updates varies by area according to the publishing schedule. If your order is placed after the deadline, your directory listing request may not appear in the next printed version. Directory assistance (411) is updated when your order is completed.  
Please note: Quest market customers will need to contact Dex publishing to add an YPH (Yellow Page Heading) to their yellow page listing and to add any additional listings they would like to have in the yellow pages.

**Customer Initials**

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## Service Order Contract Terms and Conditions

1. **Introduction.** Cbeyond Communications LLC ("Cbeyond") is delighted to provide you the BeyondVoice® and other Cbeyond® services and enhancements ordered on the first several pages of this Service Order Contract (the "Order Terms"). The word "Contract" includes and incorporates the Order Terms, all of these Terms and Conditions and any Cbeyond Service Addendums that you may sign at any time. As used in this Contract, the words "we", "our" and "us" refer to Cbeyond and the words "you," and "your" refer to the entity that has signed this Contract with us. The word "Services" includes and incorporates the BeyondVoice, BeyondOffice® and BeyondMobile® communications packages, enhancements and other business services ordered on the Order Terms and any additional services you may order or obtain from Cbeyond at any time that are not expressly governed by another agreement you sign with us. The following Terms and Conditions govern all aspects of your purchase, use and termination of all Cbeyond Services.

2. **Services and Installation; Installation Commitment for BeyondVoice Services.** We will provide you with the Services identified on the Service Order Contract for the "Service Period", "Monthly Fee" and "Service Address" described in the Order Terms. For BeyondMobile Service, the Service Address will be recorded as your Primary Place of Use. You are responsible for the Smart Start Installation Fee ("Install Fee") and, if you do not opt-out of it, the Smart Start Application Set Up Tutorial Fee ("Tutorial Fee") described in the Order Terms.

### 3. Equipment.

3.1 To provide our BeyondVoice or BeyondOffice Services, we must install equipment at your Service Address; this equipment remains our sole property at all times and shall not be considered customer-premises equipment. You agree to comply with all instructions and requirements regarding the use and/or care of our equipment and to take reasonable measures to protect our equipment at all times. You will provide a secure, air-conditioned space to house the equipment and sufficient electricity (with certified earth ground) to operate the equipment. You agree to pay us the replacement value of any lost, stolen, damaged or unreturned equipment. We will replace any of our equipment that does not perform as specified, at no charge to you, unless we determine, in our sole discretion, that you are directly or indirectly responsible for the equipment failure. Our services do not include the installation or maintenance of any inside wiring at your Service Address aside from that which is necessary to power and serve our equipment; the installation and maintenance of inside wiring for your telecommunications and computer network is your sole responsibility.

3.2 If you subscribe to our BeyondMobile Service, you must purchase mobile phones and/or laptop cards ("Mobile Devices") from us. Your purchase also may include related software and other products ("Mobile Related Products") that work in conjunction with your Mobile Devices. Mobile Devices and Mobile Related Products may be covered under a limited warranty of their manufacturer that Cbeyond will extend to you without charge to the extent we can do so under our agreements with those manufacturers. If and when available, you may also elect to purchase an extended warranty for the Mobile Devices and Mobile Related Products at the then current cost for the selected warranty. In our sole discretion, we may change or modify your Mobile Devices and Mobile Related Products remotely and without notice to you, including changes or modifications to any software or programming. Among other things, this may affect or delete any data or information stored on your Mobile Devices or Mobile Related Products, including the configuration of your Mobile Devices or Mobile Related Products. Cbeyond is not responsible for any monetary loss, or adverse effects of such changes or modifications. Under certain, limited circumstances, you may choose to use Cbeyond's Hosted Microsoft® Exchange ("HME") service with mobile phone(s) you do not purchase from Cbeyond. In such an event, provided that you notify Cbeyond in advance of your desire to use a non-Cbeyond phone with your HME service, Cbeyond will provide you with commercially reasonable assistance in configuring your HME service to work with your non-Cbeyond mobile phone, but Cbeyond will not be responsible in any way for any warranties associated with your non-Cbeyond mobile phone, any problems or issues you have with your mobile phone service or mobile phone service provider, or any data loss, email loss or other damage you may sustain which results from your use of HME with a non-Cbeyond mobile phone.

3.3 The installation, operation, maintenance, repair or removal of any software, program, or other hardware related to the Cbeyond Services, including the Mobile Related Products (together with the Mobile Related Products, the "Services Related Products") on your computer(s), network(s) or other hardware may result in service outage, loss or damage to that equipment or any data, information or files on your equipment. You agree to be solely responsible for all data and software back-up and to otherwise protect your computer and network data, information and files. You assume all responsibility for impacts, loss or damage to your computer or network hardware, data, information, files, peripherals, Mobile Devices or Services Related Products associated with installing, operating or removing any Services Related Products. Any warranty covering your computer, network or other equipment may become void when you open that computer or equipment to install any Services Related Products, whether or not you elect to install and run any of those Services Related Products. We do not warrant that your installation or use of any Services Related Products will permit you to access, operate, or use any Service (including any BeyondMobile Service).

3.4 If any Mobile Device is stolen or misplaced, you must report the incident to us immediately. Failure to report the theft of your Mobile Device may result in your being liable for all charges and calls placed using your Mobile Device from the time the Mobile Device was stolen or misplaced until we are able to suspend your BeyondMobile Service. Upon proper notice, we will suspend your BeyondMobile Service (up to maximum of 30 days) to permit you to replace the

stolen or misplaced Mobile Device. During any such suspension, you remain liable for any recurring costs associated with your BeyondMobile Service.

3.5 Promptly upon receipt of notice, you must either (a) immediately make all Cbeyond equipment and property available to us or (b) pay us the replacement value of all equipment and other property that you do not make immediately available to us. You agree that you shall be responsible for all costs that we incur in retrieving or attempting to retrieve our equipment and property should you not make it immediately available. Upon our termination of this Contract for any reason, you will forfeit any right to obtain a refund or credit of any amount paid previously or owing to us under this Contract, except for any credit owing to you under the Network Availability Commitment. Sections 1, 3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 19 and 20 will survive the termination of this Contract.

### 4. Network Availability Commitment for BeyondVoice and BeyondOffice Services.

4.1 We will use commercially reasonable efforts to make our Cbeyond IP "Network" (defined below) available to you at all times, subject to certain limitations described in this Contract (the "Network Availability Commitment"). For purposes of this Network Availability Commitment, the Cbeyond IP Network ("Network") means the integrated access device, local access loop, aggregation router, connectivity to the core network, and core network components up to the handoff to either the Internet peering point (for Internet packets) or the handoff to local, long distance or other voice Services provider for phone service traffic.

4.2 A Network outage occurs when there is total "Loss of Service" (defined below) for more than 60 consecutive minutes per occurrence. "Loss of Service" means that Cbeyond is unable to transmit IP packets on your behalf, such that you are unable to communicate with or access any other Internet Service Providers via the IP transmission protocol or unable to communicate with or access any other telecommunications providers via the Public Switched Telephone Network, as a result of the failure of Cbeyond facilities or equipment used to provide the BeyondVoice or BeyondOffice Services. A Loss of Service does not include any loss of or inability to use your BeyondMobile Services.

4.3 The Network Availability Commitment in this Section 4 does not cover or apply to any of the following: (a) BeyondMobile voice or data Services or equipment; (b) Services activation or any Loss of Service caused by our maintenance of the system or Network; or (c) problems or issues relating to your equipment at the Service Address, including, but not limited to your Local Area Network, your phone equipment (including cables, PBX and associated cards), routine maintenance events, outages or disruptions caused by you either directly or indirectly, interconnections to or from and connectivity within other Local Exchange Carriers' networks (for example, calls to certain numbers or area codes), subsequent voice carriers' networks, interconnections to or from and connectivity within other Internet Service Provider networks, degraded or slow Services, and Force Majeure events.

4.4 You are eligible for a full day's credit equal to 1/30th of the BeyondVoice or BeyondOffice recurring Monthly Fees (excluding any fees for additional Services) (the "Daily Credit") for each full 60 minutes that you experience a covered Network outage for that Service after you have reported it to Technical Support (tech.support@cbeyond.net or 1-866-424-5100) as further described in Section 5; however, you may receive: (a) a maximum of 5 Daily Credits for covered Network outages in any 24-hour period starting from when you reported it to us; and (b) no more than 30 Daily Credits for covered Network outages in any calendar month. You are eligible to receive daily credit only as to the BeyondVoice or BeyondOffice Service for which you experienced a covered Network outage.

### 5. Credit Limits and Reporting Procedures.

5.1 To be eligible for the Network Availability Commitment, you must notify Technical Support (tech.support@cbeyond.net or 1-866-424-5100) immediately when you experience a Network outage or Loss of Service.

5.2 A Network outage begins when you notify Technical Support and ends when Cbeyond's Technical Support confirms that Services have been re-established. To receive your credit, you must request it at Cbeyond Online (www.cbeyondonline.net) or via email to customercare@cbeyond.net within 7 days of the end of the calendar month in which the Network outage occurred. Credits do not include any applicable taxes or other governmental charges described in Section 6.

5.3 Your exclusive remedy or recovery for any Loss of Service or covered Network outages under the Network Availability Commitment or this Contract, or other damages arising out of or related to the unavailability of the Services, shall not exceed the amount of the credit described in Sections 4.4 and this Section 5, or, if applicable, your right to terminate the BeyondVoice or BeyondOffice Service for which you experienced a covered Network outage as described in Section 8.3 below. All Network Availability Commitment credit requests are subject to Cbeyond's review and verification. You must be current on all payments (i.e. no balance older than 30 days) in order to receive credit under the Network Availability Commitment. Credits will appear within two (2) billing cycles after credit approval. No credits under the Network Availability Commitment are available for your BeyondMobile Services.

### 6. Charges; Payments and Late Payment Fees and Costs.

6.1 Your Monthly Fee and other charges begin on the earlier of: (a) when the Services are available to you; or (b) 30 days after our circuit has been delivered to your Service Address (whether or not your Services have been activated). Monthly Fees and activation fees for BeyondMobile Services are due for each Mobile Device on the earlier of (x) when that Mobile

Customer  
Initials

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Device has been programmed to send or receive mobile calls or data under your account or (y) 7 calendar days after we ship you that Mobile Device. Each Install Fee and Tutorial Fee for BeyondVoice® or BeyondOffice® Services is due upon completion of your installation or, as the case may be, your tutorial. Cbeyond® is not obligated to invoice or provide Services to anyone other than you, and you agree to reimburse, compensate and pay Cbeyond for any losses, claims, damages, liabilities, or penalties that Cbeyond or any of our officers, directors, agents, successors or assigns may incur from anyone other than you that uses or shares your Service Address or the Cbeyond Services and our equipment, notwithstanding anything to the contrary in these Terms and Conditions.

6.2 Cbeyond does not and will not provide paper invoices; each month we will send you an electronic invoice that will include all recurring, fixed Monthly Fees and charges billed one month in advance. YOU AGREE TO PAY THE TOTAL AMOUNT OF EACH INVOICE BY THE INVOICE DUE DATE SHOWN ON THAT INVOICE. To dispute the amount or accuracy of any invoice and be eligible for credits based on that dispute, you must provide Cbeyond with detailed, written notice of the dispute by the due date of that invoice. You must pay any charge or amount that you do not properly dispute by the due date of the first invoice for those charges, without exception. If, after investigation, Cbeyond determines that a refund is due, we will credit the amount of the incorrect items on a subsequent invoice. Upon receipt of notice from Cbeyond that the disputed charges are correct, all past due amounts must be paid, in addition to any late payment charges described in Section 6.4.

6.3 For any BeyondMobile® Service, your connectivity charges may vary depending on the calling plan selected, time, location, network area, number dialed and services used. Most mobile calls and text messages will result in airtime or usage charges. Additional charges will also apply upon your use or activation of additional features, multiple simultaneous calls for certain services (including call-waiting, call-forwarding, or 3-way calling) and for excessive, illegal or improper mobile data usage (as more fully described in our Acceptable Use Policy identified in Section 18 below). Any mobile calling plans that you select are part of this Contract. If you use your Mobile Device outside the rate area as set forth in your calling plan or use another company's mobile network for any reason, you will be responsible for any extra charges, including long distance, toll, and roaming charges caused by such use. Airtime and other measured usage charges are billed in full-minute or such other increments as we determine to use from time to time, and we may round up any such usage charges to the next minute in billing those increments.

6.4 All payments must be in U.S. dollars. If you do not pay all charges when due under this Contract, a late payment fee will be assessed on the unpaid amounts at the lower of: 1.5% (one and one half percent) per month on the unpaid amounts or the maximum rate allowed by law. You are also responsible for all other costs and legal fees incurred in collecting all unpaid amounts, unless otherwise ordered by an arbitrator or court in any action to collect those unpaid amounts. Cbeyond reserves the right to assess a \$25 fee for any check returned for insufficient funds or not paid when presented for payment.

6.5 You agree that we may obtain credit reports and other information about you from credit reporting agencies and other sources at any time during this Contract. If requested, you agree to provide a deposit as a guarantee of payments under this Contract or to increase the amount of any prior deposit should we find your credit standing, financial circumstances or payment history unsatisfactory at any time or if your account incurs excessive usage charges. The amount of the deposit will be in our sole discretion but in no instance will exceed an amount that is twice your average monthly bill or projected average monthly bill. Cbeyond reserves the right to apply any deposited amount to past due charges or Early Termination Fees under this Contract, with or without notice to you. You also agree to promptly redeposit any amount so applied at our request. We may terminate your Services as described in Section 8.5 below if you fail to adhere to the deposit policies described in this paragraph.

6.6 In addition to the charges for your Cbeyond Services, you are responsible for all federal, state and local sales, use and excise taxes and any new or increased fees, assessments, taxes or other charges for the Services; we may also be required by federal, state or local laws or regulations to collect taxes or fees on services that you receive free or at discounted rates from Cbeyond, and you agree to pay these taxes or fees when billed. You are responsible for collect call, mobile usage and any other charges that may be billed to you after your Service end date. You are also responsible for any charges from third parties that arise when you use your phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should you request any third-party services, you agree that we may release your name and billing information directly to that third party so that it can bill you directly for those services.

7. Your Responsibilities. In addition to your other responsibilities under this Contract, you agree that you and anyone using the Services will: (i) upon request, take all actions necessary in order to install and activate the Services; (ii) provide adequate facilities to house and operate our BeyondVoice or BeyondOffice equipment; (iii) NOT RESELL THE SERVICES TO ANY THIRD PARTY; (iv) comply with Cbeyond's Acceptable Use Policy described in Section 18 below; (v) comply with the duties outlined in the Cbeyond Installation Kit Overview; (vi) comply with all federal, state, and local laws, rules, regulations and tariffs that apply to the Services or this Contract; (vii) be solely responsible for establishing and maintaining security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to your computers, servers or other equipment used in conjunction with the Services; (viii) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through your facilities, equipment or Service Address; and (ix) authorize and identify to us in writing at least one individual to represent you on any aspect of the Services and your account (including all requests for moves, additions, deletions or

changes to the Services). You warrant and represent that a significant amount of your local exchange traffic at the Service Address will occur through our Services for the entire term of this Contract. You agree that you will notify us immediately of any Loss of Service or other problems with any of the Services by contacting Cbeyond Technical Support (tech.support@cbeyond.net or 1-866-424-5100).

## 8. Term and Termination.

8.1 This Contract is effective upon your signature and will continue in effect for the Service Period ("Initial Term") specified on the Service Order Contract. At the end of the Initial Term, this Contract will renew automatically for additional periods ("Renewal Terms") of one year each until either party gives written notice to terminate this Contract not more than 90 days and not less than 30 days before the end of the Initial Term or any Renewal Term; such written notice shall be effective for 90 days, and—if you have not ported your Services in their entirety to another carrier or otherwise disconnected your Services in their entirety within that 90 day period—the written notice of termination shall no longer have any force or effect and this Contract shall continue as if no such termination notice had ever been provided. At the end of the initial Service Period, the BeyondOffice and BeyondVoice Services will renew automatically for additional periods ("Renewal Terms") of one year each and the BeyondMobile Services will renew on a month-to-month basis. In the case of any renewal, you will be responsible to pay the charges and terms in effect on the day before renewal, plus then applicable fees, taxes and other charges as described in Section 6.6. Your BeyondVoice services must be active to maintain any BeyondOffice services that you may be purchasing; it is your responsibility to coordinate the disconnection of these services as we will not continue your BeyondOffice services after your BeyondVoice account has been terminated.

8.2 The initial Service Period for the BeyondOffice and BeyondMobile Services must be at least 24 months. You may purchase the BeyondOffice Services and the BeyondMobile Services so long as (a) there are at least 24 months remaining on the Initial Term of this Contract; or (b) you agree to extend the Initial or Renewal Term of this Contract to at least 24 months. Any change in the calling plan or features for the BeyondMobile Services at any time may also require you to extend the term of the BeyondMobile Services and this Contract. If and when this Contract or any BeyondVoice package offering ends or terminates, all BeyondOffice and BeyondMobile Services will also immediately terminate. If this Contract or your BeyondVoice, BeyondOffice or BeyondMobile Services terminate before the completion of the Initial Term or any Renewal Term of this Contract, "Early Termination Charges" will apply (as defined in Section 9).

8.3 You may terminate BeyondVoice or BeyondOffice Services (without liability for Early Termination Charges) if you experience a Loss of Service (as defined in Section 4.2 above) for that particular Service of more than 8 consecutive hours on two occasions or more in any calendar month and you notify us of each Loss of Service (of any duration) or any other problem with that Service immediately after that Loss of Service or problem first occurs. You may also terminate this Contract if we fail to comply with any other Cbeyond obligation under this Contract for 30 consecutive days after receiving written notice from you. In either case, you may terminate the affected BeyondVoice or BeyondOffice Service only if (a) your account is current before termination (i.e. no balance older than 30 days); (b) you and/or your equipment (including Mobile Devices and Services Related Products) did not contribute to the Loss of Service or to our failure to comply with this Contract, either directly or indirectly; (c) the last Loss of Service you rely on for invoking this termination right occurred within the preceding 60 days or your written notice of Cbeyond's failure to comply with a Contract obligation was delivered within the preceding 60 days and Cbeyond failed to comply with the obligation after such notice; and (d) you provide us with 30 days written notice of your intent to terminate your Services under this section. Such written notice shall be effective for 90 days, and—if you have not ported your Services in their entirety to another carrier or otherwise disconnected your Services in their entirety within that 90 day period—the written notice of termination shall no longer have any force or effect and this Contract shall continue as if no such termination notice had ever been provided. You may not cancel this Contract for any Loss of Service affecting your BeyondVoice and/or BeyondOffice services except as permitted in this Section 8.3. You must pay all charges due for each Service received until that Service is disconnected and for all charges incurred before the Service end date that may be billed to you after the Service end date.

8.4 You may terminate your BeyondMobile Services at any time (with liability for Early Termination Charges) by properly notifying us as required under our Cbeyond BeyondMobile Commitment ("Commitment") posted on the Internet at www.cbeyond.net. Cbeyond reserves the right to change the Commitment at any time without notice to you, and any changes to that Commitment will be effective upon posting on Cbeyond's Website. Prior to termination of the BeyondMobile Services, you may be able to transport ("port") your then current mobile number to a new mobile service provider. If you request your new mobile service provider to port a number from us and that new mobile provider requests us to do so, we will treat that request from your new provider as notice from you to immediately terminate the BeyondMobile Service for that mobile number upon successful port of that number. After any mobile number has been ported to your new provider successfully, you will not be able to use the BeyondMobile Services for that mobile number. You remain liable to pay all BeyondMobile Service charges through the service end date or, if later, when your mobile number has been successfully ported to your new carrier. Early Termination Charges apply upon any termination of the BeyondMobile Services or mobile number port to another carrier before the scheduled end date of the Initial Service Period (of 24 months) or of any Renewal Term.

8.5 Cbeyond may terminate this Contract or suspend all or any Services if: (a) you fail take any action that we have requested in order for Cbeyond to install or activate the Services; (b) you

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fail to pay any amount owing to us when due, and fail to pay all past due amounts within 10 days after notice from us; (e) you fail or anyone using any of the Services fails to comply with or violates our Acceptable Use Policy described in Section 18 below; (f) you fail to provide a new or increased deposit when requested; (g) you fail to replenish any deposit as requested; (h) you fail to perform or comply with any other obligation under this Contract and do not perform or comply with that obligation within 30 days after notice from us; (i) you are involved in or are the subject of any change-in-control, including any sale of your stock or assets, reorganization or merger; (j) you, or anyone using any of the Services, use or operate any Service in a manner that could, in our sole determination, result in harm to us, our Network, our mobile supplier's network, our reputation or other customers; (k) you, or anyone using any of the Services, use or operate any Services in a manner that, in our sole determination, is violating or could violate applicable law or the intended business use of that Service; or (l) we determine at any time, in our sole discretion, that your payment record, ability to make timely payments or creditworthiness has become unsatisfactory (even if you have provided or replenished any requested deposits). If we elect to terminate this Contract or any Services under subsections (a) through (l) above, you must pay Early Termination Charges as described in Section 9 below. If we elect to suspend any Services, you must pay all resumption and other charges described in the following Section 8.6.

8.6 If we elect to suspend Services under any circumstances pursuant to this Contract, you must pay all past due and other applicable charges (including the late payment fees and costs described in Section 6.4 above) and a resumption fee of \$40 before we will resume providing the Services. Before we resume providing your Services, we may also request satisfactory assurances from you on your future ability to pay for the Services, even if you have paid the required resumption fee and other amounts. These assurances may include a new or increased deposit to guarantee payment for future Services, among other things. If you fail, in our sole discretion, to provide satisfactory assurances or you fail to promptly make all required payments to resume your Services, you will be considered to have terminated this Contract. At such time, you must pay Early Termination Charges (as described in Section 9 below), in addition to all other amounts that you owe under this Contract.

8.7 Subject to the deposit policies described in Section 6.5, Cbeyond® will return the remainder of any deposit to you at the end of the term of this Contract. You will receive interest on the amount of the returned deposit if required by applicable law.

8.8 Termination of Unused Applications. As part of your Cbeyond Services, we will provide you with many applications, all of which require Cbeyond resources to provision and maintain. If we find that you have not used an applications for 90 days, we reserve the right to turn off that application without warning to you and remove it from the bundle of services we provide. Any such application we remove as described in this paragraph will be reactivated as soon as commercially practicable following a request from you to do so.

9. Early Termination Charges. Except for your proper termination of this Contract under Section 8.3 above, in every other instance in which this Contract terminates before the end of the applicable Initial Term or Renewal Term, you must pay an early termination charge ("Early Termination Charge") as liquidated damages and a reasonable approximation of our loss from early termination. The amount of the Early Termination Charge will be calculated as follows:

9.1 If, after you have signed the Contract, termination occurs before we install our equipment or activate the Services, you shall be liable for \$1,000;

9.2 If termination occurs during the Initial Term of this Contract: (a) all outstanding nonrecurring fees plus (b) 100% of the Monthly Fees for each month, if any, remaining in the first year of the Initial Term, plus, if applicable, (c) 75% of the Monthly Fees for each month, if any, remaining in the second year of the Initial Term, plus, if applicable, (d) 50% of the Monthly Fees for each month, if any, remaining in the third year of the Initial Term;

9.3 If termination occurs after the Initial Term of this Contract: (a) all outstanding nonrecurring fees plus (b) 50% of the Monthly Fees for each month remaining in the 1 year of the applicable Renewal Term;

9.4 If termination also occurs as to any BeyondOffice® Services, then an additional amount equal to the lesser of: (a) \$500; or (b) \$50 for each month remaining in the Initial Term or any Renewal Term of this Contract as described in Section 8.2; and

9.5 If termination also occurs as to any BeyondMobile® Services, then an additional amount equal to the cancellation charge for your mobile plan then in effect.

10. Disclaimer of Warranties. CBEYOND IS PROVIDING THE SERVICES, EQUIPMENT, MOBILE DEVICES AND SERVICES RELATED PRODUCTS (INCLUDING MOBILE RELATED PRODUCTS) TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTY ASIDE FROM THOSE ASSOCIATED WITH YOUR MOBILE DEVICES, EXPRESS OR IMPLIED. CBEYOND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AMONG OTHERS. YOU ARE SOLELY RESPONSIBLE TO SELECT, USE AND DETERMINE THE SUITABILITY OF CBEYOND SERVICES, MOBILE DEVICES AND SERVICES RELATED PRODUCTS (INCLUDING MOBILE RELATED PRODUCTS), AND CBEYOND WILL HAVE NO LIABILITY FOR THAT SELECTION, USE OR SUITABILITY. CBEYOND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CBEYOND DOES NOT REPRESENT THAT THE SERVICES, MOBILE DEVICES OR SERVICES RELATED PRODUCTS (INCLUDING MOBILE RELATED PRODUCTS) WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM.

#### 11. Limitations of Emergency 911 Services.

11.1 General. As with any telephone and/or data technology, there are certain circumstances under which 911 services delivered by Cbeyond may not function. These circumstances include—but are not limited to—the following: (A) the telephone device to which a particular telephone number has been assigned is moved to a location outside the premises where it was originally installed (Cbeyond does not offer, and your service does not include, any "nomadic" telephone or data services); (B) there is a loss of electrical power to the telephone and/or equipment necessary to maintain your broadband connection; or (C) there is an outage, degradation or other disruption to your broadband connection. Your signature on this contract is your acknowledgement that Cbeyond has informed you of these limitations and that you accept the services with these limitations.

11.2 REQUIRED FEDERAL COMMUNICATIONS COMMISSION ("FCC") WARNING. THE FCC REQUIRES THAT WE INFORM YOU OF POTENTIAL LIMITATIONS TO 911 SERVICES DELIVERED VIA YOUR BeyondVoice OR BeyondOffice SERVICE WITH SIP-CONNECT. 911 AND/OR E911 SERVICES WILL NOT BE AVAILABLE OR FUNCTION IF (A) THE TELEPHONE DEVICE TO WHICH A PARTICULAR TELEPHONE NUMBER HAS BEEN ASSIGNED IS MOVED TO A LOCATION OUTSIDE THE PREMISES WHERE THE TELEPHONE DEVICE WAS ORIGINALLY INSTALLED; (B) THERE IS A LOSS OF ELECTRICAL POWER TO THE TELEPHONE AND/OR TO EQUIPMENT NECESSARY TO MAINTAIN YOUR BROADBAND CONNECTION; OR (C) THERE IS AN OUTAGE, DEGRADATION OR OTHER DISRUPTION TO YOUR BROADBAND CONNECTION. YOUR SIGNATURE BELOW TO THIS CONTRACT WILL BE YOUR ACKNOWLEDGMENT THAT CBEYOND HAS ADVISED YOU OF THESE LIMITATIONS AND THAT YOU ACCEPT THE SERVICES WITH THESE LIMITATIONS. CBEYOND WILL ALSO PROVIDE LABELS TO YOU THAT ALERT USERS TO THE LIMITATIONS IN THIS PARAGRAPH 11.2. THE FCC RECOMMENDS THAT YOU PLACE THESE LABELS ON OR NEAR THE TELEPHONE AND OTHER EQUIPMENT ASSOCIATED WITH YOUR BeyondVoice OR BeyondOffice SERVICE WITH SIP-CONNECT SERVICE.

11.3 BeyondMobile® DOES NOT INTERACT WITH 911 AND OTHER EMERGENCY SERVICES IN THE SAME MANNER AS LANDLINE TELEPHONE SERVICES. DEPENDING ON YOUR LOCATION, THE TYPE OF MOBILE DEVICES AND OTHER EQUIPMENT YOU USE, THE TYPE OF EQUIPMENT USED BY THE PUBLIC SAFETY ACCESS POINT OR OTHER APPLICABLE EMERGENCY SERVICES PROVIDER AND THE CIRCUMSTANCES AND CONDITIONS OF A PARTICULAR CALL, YOU MAY NOT BE CONNECTED OR YOUR PHONE NUMBER AND/OR LOCATION MAY NOT BE IDENTIFIABLE TO EMERGENCY SERVICE PROVIDERS. EMERGENCY 911 SERVICE THAT IS COMPATIBLE WITH THE FCC TECHNICAL REQUIREMENTS IS NOT AVAILABLE IN ALL AREAS, AND EVEN IN THOSE AREAS WHERE IT IS AVAILABLE, IT IS NOT ENTIRELY RELIABLE. MOREOVER, IF YOUR MOBILE DEVICES OR EQUIPMENT ARE NOT GPS-ENABLED, EMERGENCY SERVICES PERSONNEL MAY HAVE MUCH LESS PRECISE LOCATION INFORMATION. THE INFORMATION AVAILABLE TO EMERGENCY SERVICE PROVIDERS MAY ALSO BE LIMITED IF YOUR NUMBER OR NUMBERS ARE IN THE PROCESS OF BEING PORTED. BY YOUR SIGNATURE BELOW TO THIS CONTRACT, YOU ACKNOWLEDGE THAT EMERGENCY 911 SERVICE IS NOT AVAILABLE IN ALL AREAS, IS NOT COMPLETELY RELIABLE AND IS FURTHER LIMITED WHEN USING NON-GPS ENABLED MOBILE DEVICES OR EQUIPMENT OR DURING THE NUMBER PORTING PROCESS.

#### 12. Your Sole Remedy against Cbeyond; Cbeyond Liability Limitations.

12.1 You agree that your sole remedy against Cbeyond for our failure to comply with this Contract will be to obtain the credit(s) provided in Sections 2 and 4 above or, if applicable, to terminate the affected BeyondVoice® or BeyondOffice Service as described in Section 8.3.

12.2 Cbeyond is not liable for any damages, including indirect, incidental, consequential, punitive or special damages relating to loss of data, profit, revenue or business or the loss, damage or destruction of any property, whether you, your assignee or any other transferee suffer that loss or damage and whether or not Cbeyond is informed in advance of the possibility of such loss or damage. If you purchase the Cbeyond Smart Start Application Set Up Tutorial ("Smart Start Tutorial"), Cbeyond will be installing software and making other changes to one or more computers at your service location; it is your responsibility to back up all software and data on your computer's hard drive(s) and/or any other storage devices before the Smart Start Tutorial. Cbeyond and/or its agents shall not be responsible at any time for any loss, alteration, or corruption of any software, data, or files. Cbeyond is not liable for the content, accuracy or quality of information transmitted through its equipment, facilities or Services or through the Mobile Devices or Services Related Products (including Mobile Related Products), and you agree to assume all risk of transmitting, receiving or using any such content or information.

12.3 Cbeyond is not liable for any injuries, death or loss to any person or for damage, loss or destruction of any property of any person as a result of Cbeyond's act or omission in developing, adopting, implementing, maintaining or operating any Emergency 911 or similar system or in identifying the telephone number, name, address, location or any other information on anyone accessing or trying to use or access the Emergency 911 or similar system. Cbeyond is not liable for errors or omissions in any information about you in any published directory. You agree to be solely responsible for ensuring the accuracy of any information about you in any published directory.

12.4 Cbeyond's sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 12. You agree that these limitations are reasonable. You also acknowledge that without these limitations of liability, your Monthly Fee and other charges and fees under this Contract would

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be substantially higher. You further agree that the limitations on Cbeyond's liability in this Section 12 will apply in any action or proceeding against Cbeyond, whether based in contract, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

**13. Your Liability for Cbeyond loss and damage.** To the extent you are the cause of any loss, damages, or liabilities to Cbeyond, you agree to reimburse, compensate and pay Cbeyond for any losses, claims, damages, liabilities or penalties that Cbeyond or any of our officers, directors, agents, successors or assigns may incur from your purchase or use of the Services and our equipment, except to the extent that any loss, damages or liabilities are caused by Cbeyond's gross negligence or willful misconduct.

**14. Force Majeure.** We will not be in violation of this Contract or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction or any consequence thereof, caused in whole or in part by anything beyond our reasonable control, including, without limitation, fire, earthquake, flood, weather, acts of God, public health emergency or pandemic, labor disputes, utility curtailments, power failures, cable cuts, failure caused by telecommunications or other Internet provider(s), Mobile Devices or other Services Related Products (including Mobile Related Products), worms, Trojan horses, viruses or other destructive code or software, explosions, civil disturbances, terrorism, vandalism, governmental actions or shortages of equipment or supplies (collectively, "Event of Force Majeure").

**15. Publicity.** Neither party will use the other's name, logo, product names or trade or service marks, or refer to the other directly or indirectly in any advertising, sales presentation, news release, release to any professional or trade publication or for any other purpose without the other's prior written approval.

**16. Maintenance.** We may perform maintenance that may affect the availability or functionality of all or part of the Services at any time. Any impact on the Services as a result of maintenance will not be deemed our breach of this Contract or the Network Availability Commitment and will not entitle you to any credit, refund or right to terminate this Contract or any affected Service.

**17. Relocation of Services.** If you desire to transfer your service from your Service Address to a different location, you must request that move in writing to us at least 6 weeks in advance. If your new location is within our serving area, you and Cbeyond@ must enter into a new contract with a term of no less than the Initial Term. That new contract may include additional or different installation, recurring and other charges and fees. In addition, we may assess you the following relocation fee each time you change any service location: \$500 for BeyondOffice@ services and \$500 for each 1.5 Mbps of bandwidth you are having delivered to your new service location. If your new location is not within our serving area or Services end at the prior Service Address and a new agreement for the new location is not entered into by the parties, you will be deemed to have terminated this Contract and Early Termination Charges will apply.

**18. Acceptable Use Policy and Unlimited Voice/Data Plans.** You agree to comply at all times with our Acceptable Use Policy ("AUP") which is posted on the Internet at www.cbeyond.net and is incorporated in this Contract by reference. We may change the AUP at any time without prior notice to you, and any AUP amendments will be effective upon posting on our website. When offered for sale, all Cbeyond unlimited calling and data plans are subject to restrictions set forth in the AUP regarding the uses for which they may be employed.

**19. Additional Services.** You may order additional or different Cbeyond Services after the date of this Contract through our website or by email, facsimile or telephone call to us. Except to the extent expressly governed by another agreement you sign with us, any additional Services that you order through whatever means will be governed by these Terms and Conditions as modified by explicit terms for such additional Services posted on the Internet at www.cbeyond.net and incorporated herein by reference. Your use of any additional Services will be deemed to be your consent to comply with any additional terms and conditions.

**20. General.**

**20.1** This Contract may only be amended by a written document that is signed by you and an authorized Cbeyond employee at the level of Sales Vice President or above or a Customer Solutions Advisor, Field Solutions Advisor, Inside Sales Representative or Retention Representative at the level of manager, director or above. This Contract contains our entire agreement about the Services and supersedes any prior agreements, understandings or arrangements, both written and oral.

**20.2** You may assign your rights under this Contract as part of a change in control or ownership of your business or the entity that has signed this Contract with us provided that (a) you are current on all payments (i.e. no balance older than 30 days) and (b) the person(s) to obtain your rights under this Contract (i) agree(s) with us in writing to assume all of your obligations under this Contract and (ii) meet(s) the creditworthiness and other preconditions that would apply at the time to a new customer under similar circumstances. If all preconditions in (a) and (b) are not met, we may treat the Contract as terminated under section 8.5, above.

**20.3** Any party to this Contract will be considered to have given up or waived its right to require strict performance and compliance by the other party only when it has signed a written agreement or acknowledgement that waives that strict performance and compliance in any instance. Any written waiver in any one instance will not apply to any other or later non-performance or non-compliance by the other party.

**20.4 Arbitration.** Except in an action for injunctive relief, arbitration shall be the sole remedy available to the Parties to this Contract to resolve any controversy or claim arising out of or relating to this Contract, the breach thereof, or the commercial relationship between the parties, including, without limitation, any claim based upon or arising from an alleged tort or the alleged violation of any statute. Such arbitration shall be settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement, except that the arbitration need not be administered or conducted by the American Arbitration Association. Any remedy that would be available from a court of law or equity shall be available from the arbitrator(s). Judgment on the award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof. Cbeyond and you acknowledge that this Agreement involves interstate commerce and that all arbitration and related proceedings, including, without limitation, confirmation proceedings, conducted hereunder shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et. Seq. The arbitration hearing and all proceedings in connection therewith, including, without limitation, confirmation proceedings, shall take place in Atlanta, Georgia. The arbitration hearing shall be commenced within ninety (90) days of the filing of a Demand for Arbitration by either party, and the award shall be rendered within thirty (30) days of the conclusion of such hearing. Cbeyond and you hereby expressly agree that this paragraph constitutes a valid agreement to arbitrate.

**20.5 Injunctive Relief and Governing Law.** In any action for injunctive relief, each party consents to the exclusive jurisdiction of the state and federal courts having jurisdiction in the county of your Service Address or Cobb County, Georgia. This Contract will be governed by and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of laws principles, and is subject to any federal, state or local tariffs that may apply. If any conflict should arise between the terms of this Contract and an applicable tariff, you agree that the terms of the applicable tariff shall control.

**20.6** You acknowledge that future rules, tariffs, regulations, orders, treaties or other laws promulgated, enacted, or entered into by international, federal, state or local legislatures, agencies, governments or other regulatory bodies may affect our respective rights or obligations under this Contract. If any such future action adversely affects Cbeyond's rights or obligations under this Contract, then we may require, upon 30 days notice to you, that the parties renegotiate this Contract in good faith to address the effect of such actions. Your failure to do so will be deemed to be your termination of this Contract, subjecting you to Early Termination Charges as described in Section 9 above.

**20.7** If an arbitrator or court should declare any one provision of this Contract to be invalid, then the other provisions will remain in effect and the parties will work in good faith to agree to a replacement provision that has the same or similar intent as the original provision. This Contract is for the sole benefit of you and Cbeyond, and no other person.

**20.8** All notices under this Contract must be in writing, with all notices to us to be sent to: Cbeyond Communications, LLC, Attn: Customer Care, 320 Interstate North Parkway, Suite 300, Atlanta, GA 30339 or to any other address that we may notify you or post on our web site.

**20.9** The Section headings used herein are for reference only and will not enter into the interpretation of this Contract.

**Customer Acceptance**

BY SIGNING BELOW, THE PERSON SIGNING ON BEHALF OF CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO CBEYOND THAT HE OR SHE HAS THE AUTHORITY AND POWER TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS FOR SERVICE AS DESCRIBED IN THE ATTACHED TERMS AND CONDITIONS AND SERVICE ADDENDUM(S), WHERE APPLICABLE. CUSTOMER UNDERSTANDS THAT IF IT TERMINATES THIS AGREEMENT PRIOR TO SERVICE ACTIVATION, CUSTOMER WILL OWE CBEYOND AN EARLY TERMINATION FEE, AS DESCRIBED IN THE TERMS AND CONDITIONS. CUSTOMER AUTHORIZES CBEYOND TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AS WELL AS CUSTOMER'S CREDIT INFORMATION. THIS AGREEMENT IS ACCEPTED BY CBEYOND ON THE DATE INDICATED BELOW, AND THE SERVICE PERIOD SHALL BEGIN UPON THE INITIATION OF SERVICE.



|                                             |                                                  |                 |      |
|---------------------------------------------|--------------------------------------------------|-----------------|------|
| Signature                                   | Customer Name (printed)                          | Title (printed) | Date |
| Authorized Cbeyond Representative Signature | Authorized Cbeyond Representative Name (printed) | Title (printed) | Date |

### Customer Information

|                                                          |                                     |                                           |
|----------------------------------------------------------|-------------------------------------|-------------------------------------------|
| LEGAL COMPANY NAME / D.B.A.<br><b>City of Brookhaven</b> | MAIN PHONE #<br><b>404-637-0470</b> | PRIMARY CONTACT NAME<br><b>Chris Pike</b> |
| PACKAGE SOLD                                             | NUMBER OF TELEPHONE LINES           | DATE CONTRACT SIGNED                      |

### Additional Information Required For Activation

**1. Contacts** Please provide Contact information for the person who will be handling the Installation Verification with your Service Coordinator. Very Important to give Alternate/Emergency contact numbers and email address.

**Who handles the installation scheduling?**

|                                         |                                                                   |                                 |                                                |
|-----------------------------------------|-------------------------------------------------------------------|---------------------------------|------------------------------------------------|
| CONTACT NAME<br><b>Lori Rollerl</b>     | PHONE #<br><b>678-672-1508</b>                                    | MOBILE #<br><b>770-377-3103</b> | EMAIL ADDRESS:<br><b>LRolleri@Interdev.com</b> |
| REQUESTED INSTALLATION DATE<br>STANDARD | DATE REQUESTED IF GREATER THAN 45 DAYS. ENTER DATE AS MM/DD/YYYY. |                                 |                                                |

**2. Vendors** Need ALL Phone & LAN vendor information. If they are a sales referred vendor then a site survey is REQUIRED. You are responsible for charges associated with services of your phone and LAN vendor.

**Who is the telephone vendor that will be present during the installation?**

|                                                        |                                         |                                                                                                                                   |
|--------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME<br><b>InterDev</b>                        | CONTACT NAME<br><b>Lori Rollerl</b>     | DID SALES REFER THIS VENDOR TO THE CUSTOMER?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No               |
| CONTACT PHONE #<br><b>678-672-1508</b>                 | CONTACT MOBILE #<br><b>770-377-3103</b> | VENDOR ACCESS LEVEL *<br>None <input type="checkbox"/> Limited <input type="checkbox"/> Admin <input checked="" type="checkbox"/> |
| CONTACT E-MAIL ADDRESS<br><b>LRolleri@Interdev.com</b> |                                         |                                                                                                                                   |

**Who is the LAN (Local Area Network) vendor that will be present during the installation?**

|                                                        |                                           |                                                                                                                                   |
|--------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| COMPANY NAME<br><b>InterDev</b>                        | CONTACT NAME<br><b>Gary Nichols</b>       | DID SALES REFER THIS VENDOR TO THE CUSTOMER?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No               |
| CONTACT PHONE #<br><b>770-643-4400</b>                 | CONTACT MOBILE #<br><b>(770) 337-5900</b> | VENDOR ACCESS LEVEL *<br>None <input type="checkbox"/> Limited <input type="checkbox"/> Admin <input checked="" type="checkbox"/> |
| CONTACT E-MAIL ADDRESS<br><b>GNichols@Interdev.com</b> |                                           |                                                                                                                                   |

\*Vendor's access to Customer Care & CbeyondOnline. **Limited** = can make non-billing changes to account. **Admin** = can make billing & non-billing changes to account.

**3. Premise** Is the location an existing office and does it currently have wireline phone services? Any issues with the site that could help the Service Coordinator?

### Premise Questions

|                                                      | Y | N |
|------------------------------------------------------|---|---|
| IS THIS PREMISE A NEW CONSTRUCTION?                  |   |   |
| DOES THIS PREMISE HAVE WIRELINE PHONE SERVICE TODAY? |   |   |

**4. SIPconnect IP PBX or Cloud PBX** The IP PBX (Phone System) must be certified interoperable within BeyondVoice with SIPconnect. For a complete list, visit <http://platform.cbeyond.net/currentplatform>. Equipment should be unpacked and installed with handsets configured prior to the Cbeyond Activation Appointment to avoid rescheduling.

### SIPconnect IP PBX or Cloud PBX Information

|                      |               |                                                                                                    |
|----------------------|---------------|----------------------------------------------------------------------------------------------------|
| IP PBX MANUFACTURER: | IP PBX MODEL: | CUSTOMER PROVIDING THEIR OWN FIREWALL?<br><input type="checkbox"/> Yes <input type="checkbox"/> No |
|----------------------|---------------|----------------------------------------------------------------------------------------------------|

**5. Voicemail** Does the customer currently have any voicemail? Do they need Cbeyond voicemail?

**6. DNS** Provide a registered domain name which can be transferred to Cbeyond's hosting server, User Name, Password and Current Registrar. If you are transferring 2 or more domains, list these on separate copies of this worksheet.

### Domain Name Information

DOMAIN NAME:

Access Domain.com at <http://www.domain.com>, to check availability of requested domain names.

Cbeyond supports .com, .net, .org, .name, .info, .us, .mobi, and .biz top-level domains.

Please go to [www.whois.domaintools.com](http://www.whois.domaintools.com) or [www.domainwhitepages.com](http://www.domainwhitepages.com) to gather critical DNS information.

### Select Action To Be Taken With Listed Domain Name

|                                             |                          |                                                                                                                                                                                                                      |
|---------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REGISTER NEW DOMAIN:</b>                 | <input type="checkbox"/> | PURCHASE AND REGISTER A NEW DOMAIN WITH CBEYOND                                                                                                                                                                      |
| <b>TRANSFER DOMAIN REGISTRATION:</b>        | <input type="checkbox"/> | CBEYOND WILL INITIATE THE TRANSFER OF DOMAIN REGISTRATION USING THE CUSTOMER'S ACCOUNT INFORMATION, AFTER THE CONFIGURATION OF ANY CBEYOND APPLICATIONS TO BE USED WITH THE DOMAIN (WEB HOSTING, EMAIL) IS COMPLETE. |
| <b>DOMAIN NAME PROVIDER:</b>                | DOMAIN NAME PROVIDER     | USERNAME                                                                                                                                                                                                             |
|                                             |                          | PASSWORD                                                                                                                                                                                                             |
| <b>MANAGE DNS RECORDS:</b>                  | <input type="checkbox"/> | CUSTOMER WILL KEEP DOMAIN WITH CURRENT REGISTRAR, POINT NAME SERVERS TO CBEYOND AND CBEYOND WILL MANAGE RECORDS.                                                                                                     |
| <b>HOST SERVICES (EMAIL / WEB HOSTING):</b> | <input type="checkbox"/> | CUSTOMER ONLY WANTS EMAIL AND/OR WEB HOSTING WITH CBEYOND AND WILL KEEP DOMAIN WITH CURRENT REGISTRAR                                                                                                                |
| <b>WEB HOSTING PROVIDER:</b>                | DOMAIN NAME PROVIDER     | USERNAME                                                                                                                                                                                                             |
|                                             |                          | PASSWORD                                                                                                                                                                                                             |
| <b>DOMAIN ADMINISTRATIVE CONTACT:</b>       | CONTACT NAME             | PHONE NUMBER                                                                                                                                                                                                         |
| <b>WEBMASTER NAME AND CONTACT INFO:</b>     | CONTACT NAME             | PHONE NUMBER                                                                                                                                                                                                         |

### Select Cbeyond Applications To Be Used With Listed Domain Name

**CBEYOND APPLICATIONS:**  None  Web Hosting  Email Hosting  Hosted Microsoft Exchange

Cbeyond will assist the customer with the selected applications in regards to the domain action requested above.

### Customer Information

|                                                          |                                     |                                           |
|----------------------------------------------------------|-------------------------------------|-------------------------------------------|
| LEGAL COMPANY NAME / D.B.A.<br><b>City of Brookhaven</b> | MAIN PHONE #<br><b>404-637-0470</b> | PRIMARY CONTACT NAME<br><b>Chris Pike</b> |
| PACKAGE SOLD                                             | NUMBER OF TELEPHONE LINES           | DATE CONTRACT SIGNED                      |

7. Email

Who currently hosts email?  
Will Cbeyond be hosting email?

### Email Information

8. Email

If customer is hosting an email server, is a PTR record (reverse DNS) needed?  Yes  No

Current email client/method of email access

Email addresses we will be adding to this domain:

Email aliases we will be adding per email address:

9. HME

Provide the number of workstations at your location which will require installation of MS Outlook

# of Computers (to use Cbeyond apps)

Computer Operating System(s) & Version

Type of Antivirus Software

Current File Backup Method

10. Fax to Email

Provide email addresses which will receive faxes

| Fax to Email Number | Email Address to Receive Faxes (required for each Fax to Email number ordered) | Do you want a Toll Free # to ring to this Fax to Email #? (circle one; additional Toll Free #s are \$2 per month) | Will the Toll Free Number be new or ported? (required for Toll Free; circle one) | Toll Free Number (required only if ported in; RespOrg form required for each ported number) |
|---------------------|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 1                   |                                                                                | <input type="checkbox"/> Yes / <input type="checkbox"/> No                                                        | <input type="checkbox"/> New / <input type="checkbox"/> Port                     |                                                                                             |
| 2                   |                                                                                | <input type="checkbox"/> Yes / <input type="checkbox"/> No                                                        | <input type="checkbox"/> New / <input type="checkbox"/> Port                     |                                                                                             |
| 3                   |                                                                                | <input type="checkbox"/> Yes / <input type="checkbox"/> No                                                        | <input type="checkbox"/> New / <input type="checkbox"/> Port                     |                                                                                             |

11. Primary Directory Listing

Does the customer need to designate an alternative address for the primary directory listing? The customer may incur charges for some DL items.

Listed Telephone Number: 404-637-0500 Yellow Page Heading: \_\_\_\_\_  
 Company / Caption Name: City of Brookhaven Street Name: Ashford Center North  
 Street Number: 200 Street Prefix: \_\_\_\_\_ Suite/Floor/Room: \_\_\_\_\_  
(N, S, E, W, SE, SW, NE, NW) Additional \$5/mo Charge Applies for Suite/Floor/Room Listing  
 Street Suffix: \_\_\_\_\_ Street Thoroughfare: \_\_\_\_\_ City: Dunwoody  
(N, S, E, W, SE, SW, NE, NW) (Rd, St, Pkwy, Ave, Blvd, Etc.)  
 Foreign Listing Book(s): \_\_\_\_\_  
 Would you like to omit the address from your listing? Yes  No  Special Listing: \_\_\_\_\_  
Select Special Listing Type. Additional Charges Apply depending on type selected.

12. Add'l Directory Listing

Does the customer need an additional directory listing? The customer may incur charges for some DL items.

Listed Telephone Number: \_\_\_\_\_ Yellow Page Heading: \_\_\_\_\_  
 Company / Caption Name: \_\_\_\_\_ Street Name: \_\_\_\_\_  
 Street Number: \_\_\_\_\_ Street Prefix: \_\_\_\_\_ Suite/Floor/Room: \_\_\_\_\_  
(N, S, E, W, SE, SW, NE, NW) Additional \$5/mo Charge Applies for Suite/Floor/Room Listing  
 Street Suffix: \_\_\_\_\_ Street Thoroughfare: \_\_\_\_\_ City: \_\_\_\_\_  
(N, S, E, W, SE, SW, NE, NW) (Rd, St, Pkwy, Ave, Blvd, Etc.)  
 Foreign Listing Book(s): \_\_\_\_\_  
 Would you like to omit the address from your listing? Yes  No  Special Listing: \_\_\_\_\_  
Select Special Listing Type. Additional Charges Apply depending on type selected.

13. Billing

Is the customer aware of estimated setup and monthly charges?  
Does the customer understand that their first bill will be pro-rated?

14. Smart Start Set Up

Does the customer understand the role of the Smart Start team?

- Smart Start Advisor can provide a single visit to assist customer in setting up Cbeyond applications and provide guidance on use.
- To transition existing services, customer must provide access (or login credentials) for any current web hosting and domain accounts.
- Customer must provide access to PCs and 1-3 hours of availability for the Smart Start visit
- Customer is still required to secure a LAN vendor for Activation Date who is responsible for Network/hardware connections.

**SIGN HERE**

By your signature below, you acknowledge that you will need to provide this important information to Cbeyond and to its Activation Team in preparation for activating services with Cbeyond.

|                    |                         |                 |      |
|--------------------|-------------------------|-----------------|------|
| CUSTOMER SIGNATURE | CUSTOMER NAME (PRINTED) | TITLE (PRINTED) | DATE |
|--------------------|-------------------------|-----------------|------|

### Customer Information

|                                                          |  |                                              |                         |                                              |                                              |
|----------------------------------------------------------|--|----------------------------------------------|-------------------------|----------------------------------------------|----------------------------------------------|
| LEGAL COMPANY NAME / D.B.A.<br><b>City of Brookhaven</b> |  | MAIN PHONE #<br><b>404-637-0500</b>          |                         | MAIN FAX #<br><b>404-637-0501</b>            |                                              |
| SERVICE ADDRESS<br><b>200 Ashford Center North</b>       |  | SUITE, FLOOR OR ROOM #<br><b>Suite 150</b>   | CITY<br><b>Dunwoody</b> |                                              | STATE<br><b>GA</b>                           |
| PRIMARY CONTACT NAME<br><b>Chris Pike</b>                |  | PRIMARY CONTACT TEL #<br><b>404-637-0470</b> |                         | PRIMARY CONTACT FAX #<br><b>404-637-0501</b> | CURRENT LOCAL SVC PROVIDER<br><b>Cbeyond</b> |

By signing below, I am authorizing Cbeyond Communications to become my new telephone service provider in place of my current telephone company(ies) (listed above) for the provision of the following type(s) of service.

### Service

Local Exchange Service     IntraLATA Toll Service     Domestic Long Distance Service     International Long Distance Service

I authorize Cbeyond Communications to act as my agent to make this change happen, and direct my Current Local Service Provider to work with the new provider designated above to effect the change. Further, I understand that only one telephone company may be designated as my preferred carrier for each type of service for each telephone number.

If I later wish to return to my Current Local Service Provider, I may be required to pay a reconnection charge to that company. I also understand that Cbeyond Communications may have different calling areas, rates, and charges than my Current Telephone Company, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly.

I authorize Cbeyond Communications to provide the services selected above to the Billing Telephone Numbers ("BTN") listed below, including any and/or all other telephone numbers associated with the listed BTN(s), and no others:

### Outbound Caller ID Company Name

Outbound Caller ID Company Name:

NOTE: Up to 14 characters are permitted.

ATTENTION: This is the name that displays on the destination caller ID unit when you make outbound calls. This name is REQUIRED and there is no charge to display your company name on your outbound calls.

| Telephone Number<br>(NPA) NXX- XXXX<br>OR if requesting a new Cbeyond number, check a row in the "New" column. | New                                 | BTN                                 | Main Trunk Group TN                 | Fax/ Modem / Credit Card            | Port                                | Disconnect                          | Remain With Current Provider        | Check if line is in hunt group      | RCF                                 |
|----------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                                |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 1 <b>404-637-0500</b>                                                                                          | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2                                                                                                              |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 3      port block of 300 DIDs                                                                                  |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 4      acct# 56660 - InterDev                                                                                  |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 5                                                                                                              |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 6                                                                                                              |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 7                                                                                                              |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 8                                                                                                              |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 9                                                                                                              |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |
| 10                                                                                                             |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |                                     |

### Direct Inward Dial (DID) Numbers

Customer MUST have a PBX in order to subscribe to DID.

| DID Block | (Area Code) Prefix<br>(NPA) NXX- | Range<br>Each range includes 10 DID #'s. Leave blank if ordering new DID #'s. |           | Port                                | Disconnect                          | RCF                                 | Remain With Current Provider        |
|-----------|----------------------------------|-------------------------------------------------------------------------------|-----------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
|           |                                  | FROM (XXXX)                                                                   | TO (XXXX) |                                     |                                     |                                     |                                     |
| 1         | 404-637                          | 0460                                                                          | 0759      | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2         |                                  |                                                                               |           |                                     |                                     |                                     |                                     |
| 3         |                                  |                                                                               |           |                                     |                                     |                                     |                                     |

### Analog Ports (for SIPconnect Customers Only)

Specify Up To 8 Fax/Modem Phone Numbers To Connect To Analog Ports On The IAD. First 2 ports included; additional \$ 10 per month

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
|----------------------|----------------------|----------------------|

I further understand and agree that in the event I **DO NOT** want ALL telephone numbers associated with a BTN listed above switched to Cbeyond Communications, I must attach a list of EACH telephone number to be switched to Cbeyond Communications.

By signing below, I certify that I have read and understand this Letter of Agency. I further certify that I am at least eighteen (18) years of age, and that I am authorized to change telephone companies for services to the telephone number(s) listed above.

### Customer Acceptance

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) INFORMATION PROVIDED IN THE SERVICE APPLICATION AND AGREEMENT IS CORRECT, (2) CUSTOMER HAS MADE APPLICATION FOR SERVICE BY CBeyond, (3) CUSTOMER HAS READ THE FOREGOING TERMS AND CONDITIONS IN CONNECTION WITH THIS SERVICE APPLICATION AND AGREEMENT AND AGREES TO BE LEGALLY BOUND THEREBY AND (4) CUSTOMER HAS READ THE FOREGOING LETTER OF AGENCY AND AGREES TO BE LEGALLY BOUND THEREBY.

|  |                      |                      |
|--|----------------------|----------------------|
|  | SIGNATURE            | DATE                 |
|  | <input type="text"/> | <input type="text"/> |



# CBeyond® TOLL FREE INBOUND RESPONSIBLE ORGANIZATION FORM (C)

## Customer Information

|                                                                   |                                           |                               |     |  |
|-------------------------------------------------------------------|-------------------------------------------|-------------------------------|-----|--|
| LEGAL COMPANY NAME / D.B.A. (as listed on current toll free bill) | BILLING CONTACT NAME<br><b>Chris Pike</b> | CBeyond ACCOUNT NUMBER OR BTN |     |  |
| BILLING ADDRESS (as listed on current toll free bill)             | CITY                                      | STATE                         | ZIP |  |

**Important Note: A Toll Free number is transferred to Cbeyond after BeyondVoice service is installed. This process takes up to five business days to complete and you will have Toll Free traffic with your previous provider until the transfer is complete.**

## Inbound Information

| Carrier of Existing Toll-Free Number<br>(Leave blank for NEW 800#'s) | Toll-Free Number(s)<br>(Leave blank for NEW 800#'s) | Ring To<br>BTN/WTN<br>(npa-nxx-xxxx) | Current<br>Resporg<br>(Office Use<br>Only) | New Resporg<br>(Office Use<br>Only) | Toll-Free Directory Listing<br>Company Name Listed<br>(Add'l Charges Apply for Listing) |
|----------------------------------------------------------------------|-----------------------------------------------------|--------------------------------------|--------------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------|
| new                                                                  | new                                                 |                                      |                                            |                                     | Listing 1:<br>Listing 2:<br>Listing 3:                                                  |
| new                                                                  | new                                                 |                                      |                                            |                                     | Listing 1:<br>Listing 2:<br>Listing 3:                                                  |
| new                                                                  | new                                                 |                                      |                                            |                                     | Listing 1:<br>Listing 2:<br>Listing 3:                                                  |
|                                                                      |                                                     |                                      |                                            |                                     | Listing 1:<br>Listing 2:<br>Listing 3:                                                  |
|                                                                      |                                                     |                                      |                                            |                                     | Listing 1:<br>Listing 2:<br>Listing 3:                                                  |

Thank you for selecting Cbeyond Communications ("Cbeyond") to be your Toll Free service provider.

By signing this Toll Free Inbound Responsible Organization Form Authorization ("Authorization"), you agree that Cbeyond is authorized to change your Toll Free number(s) from your current provider to Cbeyond in accordance with the following items:

- 1) Cbeyond will use your current Toll Free number(s) listed above to provide you with Cbeyond's Toll Free number service as detailed in the Cbeyond long-distance services order forms signed by you.
- 2) The conversion date of your Toll Free number service is subject to the timely cooperation of your current Toll Free number service provider.
- 3) This request for a Responsible Organization Change to Cbeyond does not constitute an order to disconnect service with your existing carrier(s).

This authorization is effective and binding between the parties on the date Cbeyond receives this Authorization signed by you unless you receive written notice from Cbeyond to the contrary within 30 days of such date. This Authorization shall remain effective until such time as it is revoked in writing. You represent that you are the person legally authorized to make this change.

**SIGN HERE**

Agreed to by:

|                    |               |      |
|--------------------|---------------|------|
| CUSTOMER SIGNATURE | CUSTOMER NAME | DATE |
|--------------------|---------------|------|

Remarks:

## THINGS YOU NEED TO DO

### {CUSTOMER COPY}

Below is a quick overview of your installation responsibilities.  
Please refer to the Installation Kit at [Cbeyond.net/Install](http://Cbeyond.net/Install) for more detailed requirements.

## ORDER VERIFICATION

- |                                                                                                                                                                            |                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Review Service Order Contract with Cbeyond Service Coordinator and confirm that you have access to demarcation point on the circuit delivery date | <input type="checkbox"/> Write/ist Cbeyond |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|

## CIRCUIT DELIVERY

- |                                                                                                                                                  |                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Work with your Cbeyond Service Coordinator to schedule Install, Smart Start Visit and Activation dates                  | <input type="checkbox"/> Ensure your site preparation and equipment are ready                                                                                                              |
| <input type="checkbox"/> Arrange a site survey with your LAN and Phone vendors to determine if you will need equipment or infrastructure changes | <input type="checkbox"/> Have a point of contact available to work with your Phone and LAN Vendor(s) so they can complete the Cbeyond phone installation checklist sent to them by Cbeyond |
| <input type="checkbox"/> Accept your order and verify your services via CbeyondOnline                                                            |                                                                                                                                                                                            |

## INSTALL

- |                                                                                     |                                                                                                                                                                     |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Provide access to your site for Installers (8a.m. – 5p.m.) | <input type="checkbox"/> Have a point of contact available during router installation and confirm your vendor is working from the checklist sent to them by Cbeyond |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## SMART START

- |                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> You or your point of contact is to work with the Smart Start Advisor to set up various Cbeyond applications | <input type="checkbox"/> Prior to your Smart Start visit, please have the following information available so that the Cbeyond representative can assist in the transfer of your Web hosting/Email services. Provide the information below: <ul style="list-style-type: none"><li>• DNS hosting - new, transfer email hosting</li><li>• Web hosting - username and password</li><li>• Email - Hosted Microsoft Exchange - Basic and Complete</li></ul> |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## ACTIVATION

- |                                                                                                                     |                                                                                                                |
|---------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> You or your point of contact is to be onsite during the cutover                            | <input type="checkbox"/> Work with your vendor(s) to configure any phones, PBX, browsers, routers, or desktops |
| <input type="checkbox"/> Confirm that all services are working before obtaining sign-off and releasing your vendors |                                                                                                                |

## POST-ACTIVATION

- |                                                                                                                 |                                                                                             |
|-----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Work with your vendor to configure your services for your employees during the cutover | <input type="checkbox"/> Add your vendor(s) as authorized contacts for your Cbeyond account |
| <input type="checkbox"/> If you have mobile services, transfer your mobile numbers                              | <input type="checkbox"/> Cancel service with your previous providers                        |
| <input type="checkbox"/> Prepare to arrange Post-Activation visit                                               | <input type="checkbox"/> Review your first bill sample on CbeyondOnline                     |

You will receive a survey from Cbeyond via email. We encourage you to participate as your response is valued and extremely important in helping us improve our customer experience.

### CUSTOMER ACKNOWLEDGEMENT

I understand my installation responsibilities.

Name \_\_\_\_\_



Signature \_\_\_\_\_ Date \_\_\_\_\_

***If you are moving to a new location, please read the following items to keep your installation moving forward.***

***Important items to consider regarding installation of your broadband connection and porting of your numbers in regards to the Local Bell Carrier and your current provider:***

A) To provide our BeyondVoice® or BeyondOffice™ Services, the Local Bell Carrier first needs to install the broadband connection and Cbeyond install equipment at your Service Address. We will need your exact address in order to work with the broadband installers, that includes building or suite numbers. The Local Bell Carrier's installation and dates of delivery are not guaranteed and may vary due to their need to upgrade their facilities feeding your service address. Certain size requirements may have to be met to complete the broadband installation up to and including certified ground wire, backboard to mount the broadband connection and conduit and pull string for the Bell Carrier to use during installation. Failure to have your site ready for the Local Bell Carrier may result in a delay of your installation. Please refer to your Service Coordinator for specific requirements that vary by market.

B) When transferring numbers from your current provider, obstacles may occur beyond Cbeyond's control. To help prevent these obstacles and further billing please ensure that all of your paperwork is completed with all numbers addressed to be ported, remain on your current carrier or disconnect. Cbeyond is not responsible for any numbers omitted from the order or any additional billing by your current provider.



December 20, 2012

City of Brookhaven  
200 Ashford Ctr N Ste 150  
Dunwoody, GA 30338

Cbeyond Communications, LLC (Cbeyond) provides this addendum ("Addendum") to City of Brookhaven ("Customer" or "you") in accordance with the amendment procedures described in Paragraph 20.1 of your Service Order Contract Terms and Conditions ("Terms and Conditions"). If Customer is executing contracts for multiple locations, a separate copy of this Addendum must be executed for each Contract. In the event of a conflict between this Addendum and the Contract, the contents of this Addendum shall control. More specifically, the Contract is hereby amended as set forth below:


With respect to the provisions of section 2.0 of the Agreement: The Customer is declining the Smart Start Total Service. The Smart Start Total Service includes up to 3 hours of onsite application tutorials and set up. The normal cost for this service is \$199, but with the removal of the Smart Start visit Cbeyond will reduce this cost to \$0. This addendum applies only to the Smart Start Total Service and has no bearing on the cost of the phone and LAN vendors who will be onsite for the activation of the Cbeyond services.

Your Cbeyond account must be paid current and you are responsible for any and all charges up to the point of service disconnection. All other terms and conditions in the Services Order contract apply.

**Cbeyond Communications, LLC**

**City of Brookhaven**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature) 

\_\_\_\_\_  
(Name-Printed)

\_\_\_\_\_  
(Name-Printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



12/21/2012

**City of Brookhaven**  
**200 Ashford Ctr N Ste 150**  
**Dunwoody, GA 30338**

Cbeyond Communications, LLC (Cbeyond) provides this addendum ("Addendum") to **City of Brookhaven** ("Customer" or "you") in accordance with the amendment procedures described in Paragraph 20.1 of your Service Order Contract Terms and Conditions ("Terms and Conditions"). **If Customer is executing contracts for multiple locations, a separate copy of this Addendum must be executed for each Contract.** In the event of a conflict between this Addendum and the Contract, the contents of this Addendum shall control. More specifically, the Contract is hereby amended as set forth below:

With respect to the provisions of sections **6.1** of the Agreement: In the event the Customer signs a one year service agreement for a Beyond Voice 50 Mbps Fiber Package Office Edition, the Customer is eligible to receive a monthly product discount of \$375 on the price of the Beyond Voice Package Office Edition.

This discount offer available only to the qualified location listed on this addendum. Does not include taxes. The Beyond Voice Package three year agreement must be signed and submitted by 12/31/12. Cbeyond reserves the right to modify or remove the discount in the event that you remove any services from the package. In order for each location to qualify for the discount, a copy of this addendum must accompany each of the signed orders.

All other Terms and Conditions apply in the Service Order Contract.

Cbeyond Communications, LLC

**City of Brookhaven**



\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name-Printed)

\_\_\_\_\_  
(Name-Printed)

VPGM  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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