

The primary goal of the Kentucky Regional Optical Network (KyRON) is to promote, develop, and provide advanced fiber-optic network infrastructure and services to all public universities. KyRON will harness the collective resources of Kentucky's educational communities to ensure the state is well positioned for addressing its health care and educational needs while driving economic growth and research initiatives.

This contract establishes connectivity via Geographically Diverse dark fiber IRU's for the KyRON core network. The connected universities, University of Kentucky and the University of Louisville, along with future connected universities will be able to utilize this network. The University may allow the KyRON Core Nodes to serve as transport and peering points for other Kentucky universities, affiliates of the University, and affiliated network infrastructure and service providers of the University.

This contract establishes the standard terms and conditions that apply to the product and services provided to the University for the KyRON core network.

Contract Term

This contract shall be effective from date of award for one (1) five (5) year term and is renewable for up to three (3) five (5) year renewal periods. The total contract period will not exceed twenty (20) years. Renewal shall be contingent upon the University's satisfaction with the services performed.

Additions, Deletions or Contract Changes

The University reserves the right to add, delete, or change related items or services to this contract. No modification or change of any provision in the contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the Director of Purchasing, and incorporated as a written modification to the contract. Memoranda of understanding and correspondence shall not be interpreted as a modification to the contract.

Termination for Non-Performance

Default

The Director of Purchasing may terminate this contract for non-performance, as determined by the University for such causes as:

- Failure to provide satisfactory quality of service, including, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the Contractor, which in the opinion of the University is not in its best interest, or failure to comply with the terms of this contract
- Failure to keep or perform, within the time period set forth herein, or violation of, any of the covenants, conditions, provisions or agreements herein contained.
- Adjudication as a voluntarily bankrupt, making a transfer in fraud of its creditors, filing a petition under any section from time to time, or under any similar law or statute of the United States or any state thereof, or if an order for relief shall be entered against the Contractor in any proceeding filed by or against contractor thereunder. In the event of any such involuntary bankruptcy proceeding being instituted against the Contractor, the fact of such an involuntary petition being filed shall not be considered an event of default until sixty (60) days after filing of said petition in order that Contractor might during that sixty (60) days

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period have the opportunity to seek dismissal of the involuntary petition or otherwise cure said potential default.

- Making a general assignment for the benefit of its creditors, or taking the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for the Contractor.

Notification

The University will provide ten (10) calendar days written notice of default. Unless arrangements are made to correct the non-performance issues to the University's satisfaction within ten (10) calendar days, the Director of Purchasing may terminate the contract by giving forty-five (45) days notice, by registered or certified mail, of its intent to cancel this contract.

Termination for Convenience

The University of Kentucky, Division of Purchasing, reserves the right to terminate this contract without cause with a thirty (30) day written notice. Upon receipt by the Contractor of "notice of termination", the Contractor shall discontinue all services with respect to this contract. The cost of any agreed upon services provided by the Contractor will be calculated at the agreed upon rate prior to "notice of termination" and a fixed fee contract will be pro-rated (as appropriate), except that the University agrees that Contractor will be entitled to retain all of the Upfront Non Recurring Charges and Monthly Recurring Charges previously paid by the University and only the Monthly Recurring Charge for the month during which the termination occurs will be prorated.

Insurance

The Contractor shall procure and maintain, at its expense, the following minimum insurance coverage's insuring all services, work activities and contractual obligations undertaken in this contract. These insurance policies must be with insurers acceptable to the University.

COVERAGES

Workers' Compensation

Employer's Liability

Commercial General Liability, including operations/ completed operations, products, and contractual liability (including defense and investigation costs) including this contract.

Business Automobile Liability, covering owned, leased, or non-owned autos

Errors and Omissions

LIMITS

Statutory Requirements (Kentucky)

\$500,000/\$500,000/\$500,000

**\$1,000,000 each occurrence
(BI & PD combined) \$2,000,000 Products
and Completed Operations Aggregate**

**\$1,000,000 each occurrence
(BI & PD combined)**

\$5,000,000

The Contractor agrees to furnish Certificates of Insurance for the above described coverage's and limits to the University of Kentucky Division of Purchasing. The University, its trustees and employees must be added as Additional Insured on the Commercial General Liability policy with regards to the scope of this contract. Any deductibles or self-insured retention in the above-described policies must be paid and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any,

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purchased by the University. All of these required policies must include a Waiver of Subrogation, except Workers' Compensation, in favor of the University, its trustees and employees.

Extending Contract

The University shall not resell any of the services, except for any resale to an affiliate of the University and provided such resale is in accordance with all applicable laws, rules, and regulations.

The parties agree that the services may be supplemented from time to time as mutually agreed upon by Contractor and the University in additional addenda to be attached hereto and to be subject to the provisions of this Contract. No supplemental Addendum will be effective unless it adequately describes the services to be provided by Contractor and the fees to be paid by the University and until it has been executed by an authorized representative of both Contractor and the University.

Financials

The pricing is all inclusive for the single Dark Fiber IRU price for the four (4) KyRON Core nodes.

KyRON Core Nodes

- **Location A: 848 S. 8th St. Louisville, KY 40203**
GPS Coordinates: Long:85.765964 Lat:38.2431849

- **Location B: 400 Pike St. Cincinnati, OH 45202**
GPS Coordinates: Long:84.503574 Lat:39.102357

- **Location C: 151 N Martin Luther King Blvd, Lexington, KY 40507**
GPS Coordinates: Long:84.494572 Lat:38.045981

- **Location D: 101 Cold Harbor Dr, Frankfort, KY 40601**
GPS Coordinates: Long:84.8602854 Lat:38.1954635

Pricing:

Upfront Non Recurring Charges	\$600,000.00
Monthly Recurring Charge	\$ 7,584.00

Billing will commence in the following manner when customer has accepted the Dark Fiber:
Monthly Recurring Charge

- Location A to Location B \$2,528.00
 - a. OLA site, if applicable, will be an additional \$2,500
- Location B to Location C \$2,528.00
 - a. OLA site, if applicable, will be an additional \$2,500
- Location C to Location D to Location A \$2,528.00

These three sections will be billed at 1/3 of the agreed pricing plus OLS site charges AND the \$200,000 Installation charge (applicable Monthly Recurring Charge as indentified above.)

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Optional: Optical Line Amplification (OLA) Site Huts

Use of the Site Huts is optional and based upon availability. If the University exercises its right to use a Site Hut, such use may be discontinued by the University after the first sixty (60) months of use upon ninety (90) days notification from the University.

2 Locations-

- State Highway 36, Dry Ridge, KY 41035
- Rural Route 36, Williamstown, KY 41097

Windstream will provide-

- Space (Stand-alone Hut)
- HVAC & HVAC Maintenance
- Connection to the Windstream Backup Generator Sets placed specifically for the University Site Huts
- Unescorted access
- Ingress and egress of utilities infrastructure (electric/telecommunications)

- Conduit connector (between existing Windstream hut and KyRON hut)

Monthly Cost

- \$2,500 per location, for a total cost of \$5,000 per Month

If the University exercises its option to use the Site Huts described above, the parties will execute a mutually agreeable telecom-industry standard License Agreement which will set forth each parties rights and obligations concerning the Site Huts.

Attachments

The parties agree that the following attachments shall be incorporated into the terms and conditions therein and will be considered an essential part of this Contract.

Attachment A: Dark Fiber Provisions

Attachment B: Maintenance Provisions

Attachment C: General Provisions

OLA Site Hut Collocation Schedule No. A-1

OLA Site Hut Collocation Schedule No. A-2

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ATTACHMENT A DARK FIBER PROVISIONS

For purposes of this Attachment A, Contractor shall be referred to herein as GRANTOR and the University shall be referred to herein as GRANTEE. GRANTEE and GRANTOR are sometimes individually referred to herein as a "Party" or collectively as the "Parties". The Fibers shall be referred to as the GRANTEE Fibers.

ARTICLE 1.

ACCEPTANCE AND TESTING OF GRANTEE FIBERS

1.1 GRANTOR shall test all GRANTEE Fibers ("Fiber Acceptance Testing") to verify that the GRANTEE Fibers are installed and operating in accordance with the specifications described in Articles 5 and 6. GRANTOR shall provide GRANTEE reasonable advance notice of the date and time of Fiber Acceptance Testing such that GRANTEE shall have the opportunity to have a person or persons present to observe the Fiber Acceptance Testing. When GRANTOR has determined that the results of the Fiber Acceptance Testing show that the GRANTEE Fibers have been installed and are operating in conformity with the applicable specifications set forth in Articles 5 and 6, GRANTOR shall promptly provide GRANTEE with a copy of such test results.

1.2 When GRANTOR gives written notice to GRANTEE that the test results of the Fiber Acceptance Testing are within the parameters of the specifications in Articles 5 and 6, GRANTEE shall provide GRANTOR with a written notice accepting the GRANTEE Fibers, or rejecting by specifying the defect or failure in the Fiber Acceptance Testing that is the basis for such rejection. If GRANTEE fails to notify GRANTOR of its acceptance or rejection of the final test results within ten (10) days following GRANTEE'S receipt of notice of such test results, GRANTEE shall be deemed to have accepted such results. The date of such notice of acceptance or deemed acceptance of the GRANTEE Fibers shall be the "Acceptance Date". In the event of any good faith rejection by GRANTEE, GRANTOR shall take such action as reasonably necessary, and as expeditiously as practicable, to correct or cure such defect or failure. The foregoing notwithstanding, if GRANTEE uses the GRANTEE Fibers to carry traffic prior to acceptance by GRANTEE, such use shall constitute acceptance of the GRANTEE Fibers and the date of such use shall be the "Acceptance Date".

1.3 In the event GRANTOR or GRANTEE continues to identify defects or failures after the third (3rd) round of Fiber Acceptance Testing, or after ninety (90) days from the date of the initial Fiber Acceptance Testing of GRANTEE Fibers, whichever occurs first, GRANTEE, at its sole option: (a) may cooperate with GRANTOR to determine some remedial action, if such remediation is reasonable; (b) may, without subjecting itself to any liability to GRANTOR, but with no obligation to do so, take remedial action; (c) accept the available GRANTEE Fibers which meet the standards set forth in Articles 5 and 6, in which case this Contract will be amended to reflect the number of fibers actually provided to GRANTEE, and the fees will be reduced for the fibers not delivered; or (d) terminate this Contract and GRANTOR shall, upon termination, pay GRANTEE a termination charge equal to the amount of any fees and other amounts previously paid to GRANTOR by GRANTEE with respect to the terminated GRANTEE Fibers.

1.4 Within ninety (90) days after the Acceptance Date, GRANTOR will provide GRANTEE with as-built drawings of the GRANTEE Fibers.

ARTICLE 2.

NETWORK ACCESS

2.1 GRANTOR shall provide GRANTEE with access to the GRANTEE Fibers at each KyRON Core Node and at each of the OLA Site Huts, if the University exercises its option to use such Sites. GRANTEE may access the GRANTEE Fibers by fiber stub taken from the GRANTEE Fibers and delivered to GRANTEE at a fiber distribution panel or through any other mutually agreed upon manner. All of the foregoing described connections are hereinafter collectively referred to as the "Connecting Points". Subject to any Underlying Rights, GRANTOR shall provide GRANTEE with reasonable access to Connecting Points at all times on a 24 hour/ 7 days per week basis.

2.2 All connections shall be performed by GRANTOR, in a reasonable amount of time in accordance with industry accepted practices. Upon request, GRANTOR shall provide GRANTEE with its best estimate of all Costs needed to establish any Connecting Point. GRANTEE shall pay GRANTOR's Costs to establish any Connecting Point. It is the responsibility of GRANTEE to obtain all governmental and other approvals and consents necessary to access and/or interconnect the GRANTEE Fibers with GRANTEE's network at a Connecting Point. For purposes of this Agreement the term "Costs" shall be the sum of: (a) all actual costs paid or payable by GRANTOR including, without limitation, labor costs, pass through costs paid to third parties, and (b) an overhead allocation equal to fifteen percent (15%) of the sum of the costs set forth in (a). The initial Connecting Points at time of turn-up at each KyRON Core Node and at each of the OLA Site Huts, if the University exercises its option to use such Sites, will be provided at no Cost to GRANTEE. Any additional Connecting Points will be provided at the sole discretion of GRANTOR, and the Costs of establishing any such additional Connecting Points will be paid for by GRANTEE."

2.2 GRANTEE shall provide its own cable from the Connecting Points to GRANTEE'S system.

ARTICLE 3.

PERMITS; UNDERLYING RIGHTS

3.1 GRANTOR has obtained certain rights of way and related or similar rights for construction and operation of the GRANTOR System (the "Underlying Rights"). GRANTOR will use its commercially reasonable best efforts to maintain the Underlying Rights for the Term of this Agreement. The IRU is subject to the terms of the Underlying Rights, and subject to the terms under which the right of way is owned or held by the grantor of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The IRU granted hereunder is further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including energy or railroad operations, telecommunications uses, pipeline operations or any other purposes. The rights granted herein are expressly made subject to each and every limitation, restriction or reservation affecting the Underlying Rights. Nothing herein shall be construed as to be a representation, warranty or covenant of GRANTOR's right, title or interest with respect to the right of way or the Underlying Rights.

3.2 If, after the Effective Date, GRANTOR is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Underlying Rights, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure Event as set forth in Section 15, to relocate the GRANTEE Fibers or any portion thereof, GRANTOR shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. GRANTEE shall be kept fully informed of determinations made by GRANTOR in connection with such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in Articles 5 and 6 and be subject to Acceptance Testing. If and to the extent that a relocation is not the result of a failure by GRANTEE to observe and perform its obligations under this Agreement, the costs of relocations of the GRANTEE Fibers are included in the Upfront Non Recurring Charges and the Monthly Recurring Charge. GRANTEE shall reimburse GRANTOR for GRANTOR's Costs (including but not limited to Acceptance Testing and including amounts paid to a Relocating Authority to avoid relocation) to the extent that such relocation is the result of a failure by GRANTEE to observe and perform its obligations under this Agreement.

ARTICLE 4.
WAIVER OF JURY TRIAL

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

ARTICLE 5.
FIBER SPECIFICATIONS

The GRANTEE Fibers shall be single mode fiber with a maximum attenuation @ 1550nm of 0.3 dB/km.

ARTICLE 6.
FIBER CABLE SPLICING, TESTING AND ACCEPTANCE PROCEDURES

6.1 All splices will be performed with an industry-accepted fusion splicing machine. Testing will be documented on diskettes in GN Nettest format and on trace analysis sheets reflecting bi-directional losses by fiber and installed span loss by fiber. One copy of trace diskettes and three copies of trace analysis sheets will be submitted. All testing will be performed at 1550 nm.

6.2 During initial uni-directional OTDR testing, a general indicator of the quality of each splice will be an objective loss of 0.15 dB or less. If, after three attempts, GRANTOR is not able to produce a loss value of less than 0.15 dB, then 0.20 dB will become the objective. If, after two additional attempts, a value of less than 0.20 is not achievable, then the splice will be marked as "Out-of-Spec" (OOS) on a field data sheet.

6.3 The installed span loss (span shall be FDP to FDP) shall be a bi-directional average of 0.25 dB/km or less, as calculated using an industry-accepted optical loss test set at 1550 nm. The installed span loss includes the inherent attenuation of the glass, the backbone splice losses, the pigtail splice losses, the inherent loss in the pigtails, and the connector losses.

6.4 Optical Return Loss (ORL) will be recorded on the testing documentation, for information only.

6.5 The entire fiber optic cable route shall be properly protected from foreign voltage and grounded with an industry-accepted system.

6.6 The fibers shall be terminated to the FDP with ST connectors, unless another type of connector is specified.

ARTICLE 7. USE OF FIBERS

7.1 The University represents, warrants and covenants that it will use the Fibers and Associated Property in compliance with and subject to all applicable government codes, ordinances, laws, rules and regulations.

7.2 The University agrees and acknowledges that it has no right to use any of the fibers that are part of the Contractor's system, other than the Fibers. The University will keep the Fibers free from any liens, rights or claims of any third party attributable to the University.

7.3 The University and Contractor will promptly notify each other of any matters pertaining to, or the occurrence (or impending occurrence) of, any event which would be reasonably likely to give rise to any damage or impending damage to or loss of the Fibers or the Contractor's system that are known to such party.

7.4 The University will not use its systems in a way that it would reasonably anticipate would interfere in any way with or adversely affects the use of the Contractor's system.

7.5 The University and Contractor each agree to cooperate with and support the other in complying with any requirements applicable to their respective rights and obligations hereunder.

ARTICLE 8. TERMINATION OF EXPIRATION OF CONTRACT

Upon the final expiration of the term or other termination of this Contract, the IRU shall immediately terminate and all rights of the University to use the Fibers and the Associated Property shall cease, and Contractor will owe the University no further duties or consideration. The University shall promptly remove all of the University's electronics, equipment, and other property from the Fibers at the University's sole cost and under Contractor's supervision. Termination of this Contract shall not affect the rights or obligations of either party that have

arisen before the date of termination or expiration.

ATTACHMENT B MAINTENANCE PROVISIONS

For purposes of this Attachment B, Contractor shall be referred to herein as GRANTOR and the University shall be referred to herein as GRANTEE. GRANTEE and GRANTOR are sometimes individually referred to herein as a "Party" or collectively as the "Parties". The Fibers shall be referred to as the GRANTEE Fibers. Throughout the Term, GRANTOR shall have the obligation to maintain and repair the GRANTEE Fibers in accordance with the following requirements and procedures:

1. Maintenance.

(a) Scheduled Maintenance. Routine maintenance and repair of GRANTEE Fibers, as described in this section, ("Scheduled Maintenance") shall be performed by or under the direction of GRANTOR, at GRANTOR's reasonable discretion or at GRANTEE's request. Scheduled Maintenance shall include the following activities:

(i) Patrol of the GRANTEE Fibers on a regularly scheduled basis, in accordance with GRANTOR's then current procedures for maintenance;

(ii) GRANTOR will subscribe to each and all One-Call Agencies that affect the GRANTEE Fibers and will locate buried cables within the tolerances and time intervals required by each of the One-Call Agencies;

(iii) Assignment of fiber maintenance technicians to locations along the route of GRANTEE Fibers at approximately two (2) hour intervals dependent upon terrain and accessibility.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of GRANTEE Fibers, which is not included as Scheduled Maintenance, ("Unscheduled Maintenance"), shall be performed by or under the direction of GRANTOR. Unscheduled Maintenance shall consist of:

(i) "Emergency Unscheduled Maintenance" in response to an alarm identification by GRANTOR's Operations Center, notification by GRANTEE or notification by any third party of any failure, interruption or impairment in the operation of GRANTEE Fibers, or any event imminently likely to cause the failure, interruption or impairment in the operation of GRANTEE Fibers.

(ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of GRANTEE Fibers.

GRANTEE shall immediately report the need for Unscheduled Maintenance to GRANTOR in accordance with procedures promulgated by GRANTOR from time to time. GRANTOR will log the time of GRANTEE's report, verify the problem and dispatch personnel immediately to take corrective action.

2. Operations Center.

GRANTOR shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. GRANTOR's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. GRANTOR shall have its first

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maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within two (2) hours after the time GRANTOR becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of GRANTOR. GRANTOR shall maintain a toll-free telephone number to contact personnel at the OC. GRANTOR's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in GRANTOR's System, (i) through GRANTEE's remote surveillance equipment and upon notification by GRANTEE to GRANTOR, or (ii) upon notification by a third party.

3. Cooperation and Coordination.

(a) GRANTEE shall utilize an Operations Escalation List, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of GRANTOR in meeting maintenance service objectives.

(b) In performing its services hereunder, GRANTOR shall take workmanlike care to prevent impairment to the signal continuity and performance of GRANTOR's System. The precautions to be taken by GRANTOR shall include notifications to GRANTEE. In addition, GRANTOR shall reasonably cooperate with GRANTEE in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of GRANTEE, then GRANTEE shall, at GRANTOR's reasonable request, make such personnel of GRANTEE available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with GRANTOR in performing such maintenance as required of GRANTOR hereunder.

(c) GRANTOR shall notify GRANTEE at least ten (10) business days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. GRANTEE shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with GRANTOR's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, GRANTOR shall notify GRANTEE at the GRANTOR's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

(a) GRANTOR shall maintain its system in a manner which will permit GRANTEE's use, in accordance with the terms and conditions of the Contract, of the GRANTEE Fibers and the Associated Property required to be provided under the terms of the Contract.

(b) Except to the extent otherwise expressly provided in the Agreement, GRANTEE will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used

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by GRANTEE in connection with the operation of GRANTEE Fibers, none of which is included in the maintenance services to be provided hereunder.

5. Cable/Fibers.

(a) GRANTOR shall perform appropriate Scheduled Maintenance on the cable contained in its system in accordance with GRANTOR's then current preventative maintenance procedures as reasonably agreed to by GRANTEE, which shall not substantially deviate from standard industry practice.

(b) GRANTOR shall have qualified representatives on site any time GRANTOR has reasonable advance knowledge that another person or entity is engaging in construction activities or otherwise digging within five (5) feet of the cable.

(c) GRANTOR shall maintain sufficient capability to teleconference with GRANTEE during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, GRANTOR shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after GRANTOR maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, GRANTOR shall commence its planning for permanent repair, and thereafter promptly shall notify GRANTEE of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP. If Maintenance activity is not timely performed under this Agreement, GRANTEE shall have the right to step in and perform such activity, subject to underlying rights requirements.

(d) GRANTOR's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. GRANTOR shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by GRANTOR at strategic locations to facilitate timely restoration.

6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends.

7. Restoration.

(a) GRANTOR shall respond to any interruption of service or a failure of GRANTEE Fibers to operate in accordance with the specifications set forth in Articles 5 and 6 of Attachment A to this Contract (in any event, an "Outage") as quickly as

ATTACHMENT B
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possible (allowing for delays caused by circumstances beyond the reasonable control of GRANTOR) in accordance with the procedures set forth herein.

(b) When restoring a cut cable in the GRANTEE Fibers, the parties agree to work together to restore all traffic as quickly as possible. GRANTOR, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts.

(c) The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

8. Contracting.

GRANTOR may contract any of the maintenance services hereunder; provided that GRANTOR shall require the contractor(s) to perform in accordance with the requirement and procedures set forth herein.

ATTACHMENT C
GENERAL PROVISIONS

Definitions

For the purposes of this Contract, the term "Fibers" will refer to the two (2) strands of single mode dark fibers that connect the four (4) KyRON Core Nodes listed in this Contract in a ring. The path between any two (2) of the KyRON Core Nodes will be diverse from the path between any of the other KyRON Core Nodes. For purposes of clarity, the path along the public rights-of-way between Location A and Location B will be diverse from the path along the public rights-of-way between Location B and Location C and all other paths along the public rights-of-way between the KyRON Core Nodes.

For the purposes of this Contract, the term "IRU" will refer to the dark fiber indefeasible right of use that is the subject of this Contract.

Notice

Any notices pursuant to this Contract shall be in writing and shall be sent to the parties at the following address or at such other addresses as shall be specified by the parties by like notice:

All notices and other communications shall be given to the University at:

UK Purchasing
Joyce Holmberg
859-257-9104
Joyce.Holmberg@uky.edu
Attn: Joyce Holmberg

All notices and other communications shall be given to Contractor at:

Vince Marletta - Windstream
130 W. New Circle Rd.
Lexington, Ky 40505
Attn:

With copy to:

Jamie Mullins - Windstream
100 Mallard Creek Rd, Ste 425
Louisville, Ky 40207
Attn:

Such notices or other communications shall be deemed to have been duly given and received (i) on the day of sending if sent by personal delivery, (ii) on the next business day after the day of sending if sent by Federal Express or other similar express delivery service, or (iii) on the fifth calendar day after the day of sending if sent by registered or certified mail (return receipt requested).

Warranty

CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES OR FIBER PROVIDED HEREUNDER OR IN CONNECTION WITH THIS CONTRACT EXCEPT AS MAY BE SPECIFICALLY SET FORTH HEREIN, AND DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE. CONTRACTOR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. THE SERVICES PROVIDED HEREUNDER WILL NOT BE UNINTERRUPTED OR ERROR FREE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR'S ENTIRE LIABILITY REGARDING THE SERVICES OR FIBER, USE THEREOF, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR FIBER, IS LIMITED TO THE CHARGES THE UNIVERSITY INCURS FOR SERVICES OR FIBER DURING THE AFFECTED PERIOD ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONTRACTOR IS NOT LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES, REGARDLESS OF WHETHER CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Payments

Contractor will bill the University monthly for all charges associated with the Fiber. Payment in full is due Net 30. Contractor may accept late payments, partial payments, or any payments marked as being "payment in full" or as being settlement of any dispute without losing any of Contractor's rights under this Contract. If the University fails to pay any invoiced amount within thirty (30) days after the University's receipt of such invoice, then interest compounded at the lesser of one and one half percent (1 %) per month or the maximum rate allowed by law shall be charged on all amounts unpaid and outstanding.

Miscellaneous

The provisions of this Contract shall be severable, and if any provisions shall be held unenforceable the remaining provisions shall remain in full force and effect. Expiration or termination of this Contract for any reason shall not release either party from any liability or obligation set forth in this Contract which (i) the parties have expressly agreed will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following such expiration or termination. No change, waiver or discharge will be valid unless in writing signed by an authorized representative of the party against whom such change, waiver or discharge is sought to be enforced. Each party, by executing this Contract, represents and warrants that all necessary corporate or other authority to execute the Contract has been obtained and that the person signing the Contract is authorized to do so and thereby bind that party. The provision of the Services is also subject to any terms and conditions set forth in any applicable tariff, as may be amended from time to time by Contractor. In the event there is any conflict between the terms and conditions of this Contract and any applicable tariff, the tariff shall govern.

**OLA Site Hut
Collocation Schedule No. A-1**

In connection with the Notice of Award of Price Contract entered into by and between the University of Kentucky ("University") and Windstream Communications, Inc. ("Contractor"), dated 24th of December, 2013, the parties hereby enter into this OLA Site Hut Collocation Schedule.

I. **SCHEDULE TERM.** The initial term of this Collocation Schedule shall be five (5) years (or sixty (60) months) and shall commence on the Commencement Date. After the initial term, this Collocation Schedule shall automatically renew from month to month under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless terminated by either party upon written notice given to the other party not less than thirty (30) days prior to the expiration of the then current term. The Commencement Date shall mean the date that Contractor makes the Equipment Space, described in Section II. below, available to University.

II. **LICENSE.** Under this Collocation Schedule, Contractor agrees to use commercially reasonable efforts to provide University with, a License to install, operate and maintain certain communications equipment in the Equipment Space at the following Facility:

FACILITY LOCATION

THE EQUIPMENT SPACE

State Highway 36
Dry Ridge, KY 41035

As described in the Notice of Award.

III. **FEES.** In consideration for the grant of this License, University shall pay to Contractor a Monthly Recurring Charge ("MRC") of \$2,500.00.

IV. **GOVERNING AGREEMENT.** The parties agree that the services described herein will be governed by the Terms and Conditions For Lease of Shared Collocation Central Office Space dated March 29, 2012 (the "Collocation Agreement"). Notwithstanding Section 23 of the Collocation Agreement, University understands that Contractor will not be providing drinking water, janitorial services or elevator services in connection with the Equipment Space.

"University"

"Contractor"

University of Kentucky

Windstream Communications, Inc.

By: [Signature]

By: [Signature]

Name: Denise K. Finn

Name: Jeffrey Howe

Title: Associate Director

Title: SVP SALES

**OLA Site Hut
Collocation Schedule No. A-2**

In connection with the Notice of Award of Price Contract entered into by and between the University of Kentucky ("University") and Windstream Communications, Inc. ("Contractor"), dated 24th of December, 2013, the parties hereby enter into this OLA Site Hut Collocation Schedule.

I. **SCHEDULE TERM.** The initial term of this Collocation Schedule shall be five (5) years (or sixty (60) months) and shall commence on the Commencement Date. After the initial term, this Collocation Schedule shall automatically renew from month to month under the same terms and conditions as stated herein and as may be modified by mutual agreement of the parties from time to time, unless terminated by either party upon written notice given to the other party not less than thirty (30) days prior to the expiration of the then current term. The Commencement Date shall mean the date that Contractor makes the Equipment Space, described in Section II. below, available to University.

II. **LICENSE.** Under this Collocation Schedule, Contractor agrees to use commercially reasonable efforts to provide University with, a License to install, operate and maintain certain communications equipment in the Equipment Space at the following Facility:

FACILITY LOCATION

THE EQUIPMENT SPACE

Rural Route 36
Williamstown, KY 41097

As described in the Notice of Award.

III. **FEES.** In consideration for the grant of this License, University shall pay to Contractor a Monthly Recurring Charge ("MRC") of \$2,500.00.

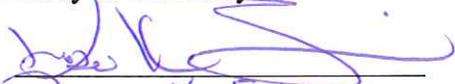
IV. **GOVERNING AGREEMENT.** The parties agree that the services described herein will be governed by the Terms and Conditions For Lease of Shared Collocation Central Office Space dated March 29, 2012 (the "Collocation Agreement"). Notwithstanding Section 23 of the Collocation Agreement, University understands that Contractor will not be providing drinking water, janitorial services or elevator services in connection with the Equipment Space.

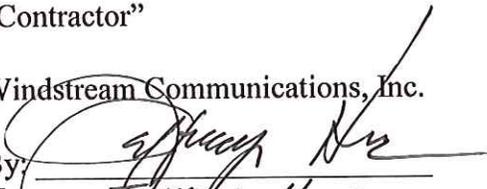
"University"

"Contractor"

University of Kentucky

Windstream Communications, Inc.

By: 
Name: Denise K. Finn
Title: Associate Director

By: 
Name: Jeremy Howe
Title: SUP, SALES



CERTIFICATE OF LIABILITY INSURANCE

7/17/2014

DATE (MM/DD/YYYY)

3/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1348541 WINDSTREAM COMMUNICATIONS, INC. 4001 RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442	INSURER A : ACE AMERICAN INSURANCE COMPANY	
	INSURER B : INDEMNITY INS. CO. OF N. AMERICA	
	INSURER C : ACE Property & Casualty Insurance Co	
	INSURER D : Beazley Syndicate of Lloyd's	
	INSURER E : INSURER F :	

COVERAGES WINCO07 **CERTIFICATE NUMBER:** 12861071 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	HDOG2702144A	7/17/2013	7/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	Y	ISAH0872040A	7/17/2013	7/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOOG27052800	7/17/2013	7/17/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WLRC47320732 (AZ,CA,MA)	7/17/2013	7/17/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B		N/A		WLRC47320720 (AOS)	7/17/2013	7/17/2014	E.L. EACH ACCIDENT \$ 1,000,000
A				SCFC47320756. (WI)	7/17/2013	7/17/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	EXCESS AUTO PROFESSIONAL (TECH E&O)	N	N	XSAH08519328002 B0713MEDTE 1300091	7/17/2013 7/17/2013	7/17/2014 7/17/2014	LIMIT: \$2,000,000 CSL LIMIT: \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 KYRON CONTRACT.

CERTIFICATE HOLDER
CANCELLATION See Attachment

12861071

 UNIVERSITY OF KENTUCKY
 ATTN MS JOYCE HOLMBERG
 PURCHASING DIVISION
 322 PETERSON SERVICE BUILDING
 LEXINGTON KY 40506-0005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

UK-1127-12 Kentucky Regional Optical Network (KyRON)
Written Questions & Answers
October 31, 2011

1. My understanding is that you have identified four Core Nodes and six University Nodes that you would like to create a diverse fiber optic connection between. To accomplish this you are looking for a single or multiple firms to provide pricing for design, engineering, construction and materials. Please let me know if I am correct in my interpretation of the RFP. If my interpretation is correct, I have the following questions:

Answer: We are looking for single or multiple firms to provide Indefeasible Right to Use (IRU) pricing per mile for two strands of fiber for each of the identified routes. We are not interested in receiving pricing for design, engineering, construction, and materials since we intend to only enter into IRU agreements.

- a. Are you looking for the awarded firm to define the specific routes to connect the Nodes/Universities? (i.e. what streets or pole lines to utilize). If so, once the routes have been identified do you want design prints to be created and permits to be obtained for the construction of the network?

Answer: N/A to Refer to RFP

- b. Are you just looking at an outside plant network connections?

Answer: N/A to Refer to RFP

- c. Are you looking for pricing on equipment for the inside plant termination/demark?

Answer: N/A to Refer to RFP

- d. Do you have a preference for the connection route to be mostly aerial, mostly underground or whatever the contractor deems as best for the specific conditions?

Answer: N/A to Refer to RFP

- e. Have you determined what size fiber will be used for the core network/long haul connections? (i.e. 144 count, 288 count, etc.)

Answer: N/A to Refer to RFP

MASTER AGREEMENT
between
COUNCIL ON POSTSECONDARY EDUCATION
and
UNIVERSITY OF KENTUCKY

WHEREAS, the Postsecondary Education Improvement Act of 1997 gives the Council on Postsecondary Education (Council) the responsibility for advancing the reform of the postsecondary education system; and

WHEREAS, KRS 164.020(20) assigns the responsibility to the Council to “ensure the coordination, transferability, and connectivity of technology among postsecondary institutions;” and

WHEREAS, KRS 164.7921(1) creates a technology trust fund “to support investments in electronic technology for postsecondary education throughout the Commonwealth to promote student learning;” and

WHEREAS, KRS 164.800(3) and (4) assign responsibility for coordination of distance learning to the Council; and

WHEREAS, the Kentucky Innovation Act, KRS 164.6011 to KRS 164.6041, assigns a key role to the Council and to the postsecondary education institutions to assist in transforming Kentucky’s economy to a research and knowledge-based system; and

WHEREAS, the Council and the postsecondary education institutions determined that a high-speed network connecting the state-supported postsecondary education institutions was necessary to support: the reform of postsecondary education; the exchange of information related research and economic development; and, the distance learning needs of the Commonwealth; and

WHEREAS, the University of Kentucky (UK) has secured a contract (UK-1127-12) for network, and other technology-related services on behalf of the Council, the state-supported postsecondary education institutions, the independent, non-profit postsecondary education institutions, the proprietary postsecondary education institutions licensed by the Council, and the special institutions that collectively are referred to as the “community,” and has agreed to act as fiscal coordinator for those institutions and services listed in UK-1127-12; and

WHEREAS, UK entered into a contract for network, Internet, and other services with Windstream that provides a base network and an array of supplemental services; and

WHEREAS, UK has agreed to serve as the fiscal coordinator for the services associated with the Windstream contract as described herein; and

WHEREAS, the Council has agreed to transfer funding to UK for the cost of providing a base level network to the extent agreed upon in this Agreement and included in UK-1127-12 that is attached and subject to the availability of funds;

NOW, THEREFORE, it is agreed by the parties that this Master Agreement represents the duties and responsibilities of the respective parties relative to the higher education network, hereinafter known as the Kentucky Regional Optical Network (or KyRON).

Section I: Purpose of the Agreement

1. UK on behalf of the Council and the "education community" as set forth in the Master Agreement, has established a Master Agreement with Windstream for the purpose of providing network, Internet, and other technology services. UK has agreed to act as fiscal coordinator for the base network that are described in UK-1127-12.
2. UK agrees to act as the technical representative for the Council in relation to issues associated with the operation of the base network and the Internet Services. UK agrees to follow the escalation policy defined by the Council, UK, and Windstream to resolve any and all problems associated with the contract or with the operation of that portion of the network or Internet services funded by Council.

Section II: Recurring Costs

1. The Council shall pay UK, upon execution of this Agreement and receipt of invoice based on UK-1127-12 charges, an amount not to exceed a total payment of \$675,504 for the 2012-2014 biennium.
2. UK agrees to take any fund provided by the Council under Section III, to secure them properly, and to apply them to the costs associated with the Master Purchase Agreement with Windstream. UK agrees to process payment to Windstream upon receipt of funds from Council.
3. The parties agree that UK will not make payment to Windstream until the Council has transferred the funds to UK.

Section III: Subsequent Changes

1. Both the Council and UK acknowledge that additional services may be desired. Therefore, the Council and UK agree that if additional services are desired where the Council agrees to make additional payments, those services and costs may be added to UK-1127-12
2. It is further understood by the Council and UK that the members of the "community" as described in the Master Agreement may purchase additional services under the Master Agreement between UK and Windstream and that such agreement

for additional services is not part of this Agreement and shall not create an obligation on the part of the Council or UK to make any additional payments.

Section IV: Length of the Agreement

1. The Council and UK acknowledge that this Master Agreement runs from the date of execution of this agreement through June 30, 2014.
2. The parties acknowledge that this Master Agreement supersedes previous agreements.

Section V: Additional Provisions

Cancellation clause:

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

Access to Records

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

Effective Date:

All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need

only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

Violation of tax and employment laws

KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

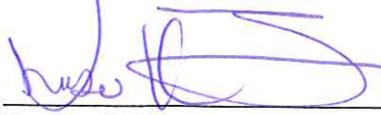
KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

For the University of Kentucky



Denise K. Finn, Date
Associate Director Purchasing Division

For Council on Postsecondary Education



Robert King Date
President