555 Anton Boulevard, Suite 200
Costa Mesa, CA 92626
Tel: 714.327.2000
Fax: 714.327.2001
www.megapath.com

June 13, 2012

Purchasing Department
Attn: Ruby Johnson
776 NE 125th Street
North Miami, FL 33161

RE: Service Order

Dear Ms. Johnson:

Enclosed are two originals of the above referenced Service Order which have been signed on behalf of MegaPath Corporation. Please have one original counter-signed and returned to:

Attn: Chris Hiser
Legal Department
MegaPath Corporation
555 Anton Blvd., Ste. 200
Costa Mesa, CA 92626

If you have any questions, please contact me at (714) 327-2086.

Sincerely,

Chris Hiser
Legal Contracts Administrator

Enclosure

Service Order: 68830-1
Date: 5/21/2012

555 Anton Boulevard, Suite 200
Costa Mesa, CA 92626
877-634-2728

**Account Information**

Customer Name: City of North Miami
Address 1: 776 Northeast 125th St.
Address 2:
City: North Miami State: FL
Zip: 33161
Contact Phone: (305) 895-9886
Email: rcastillo@northmiamifl.gov

Sales Contact Name: Miguel Torres
Title: Small Business Sales Rep
Phone: (203) 284-6279
Fax: (678) 383-4445
Email: Miguel.Torres@megapath.com

| | Qty | Monthly | One-Time | Monthly Discount | One-Time Discount | NET Monthly | NET One-Time |
|---|---|---|---|---|---|---|---|
| **Access** | | | | | | | |
| Dedicated ADSL 10.0/1.0 | 2 | $90.00 | $0.00 | ($0.00) | ($0.00) | $180.00 | $0.00 |
| Ethernet 2 - Basic MLPPP | 4 | $259.00 | $0.00 | ($60.00) | ($0.00) | $796.00 | $0.00 |
| Ethernet 3 - Basic MLPPP | 1 | $359.00 | $0.00 | ($60.00) | ($0.00) | $299.00 | $0.00 |
| T1 1.5 | 1 | $299.00 | $0.00 | ($0.00) | ($0.00) | $299.00 | $0.00 |
| T1 1.5 | 1 | $339.00 | $0.00 | ($0.00) | ($0.00) | $339.00 | $0.00 |
| **AdditionalEquipment** | | | | | | | |
| Adtran (Netvanta) 3120 Ethernet Router | 5 | $24.00 | $0.00 | ($20.20) | ($0.00) | $19.00 | $0.00 |
| **Equipment** | | | | | | | |
| Netopia 3346N-ENT | 2 | $10.00 | $0.00 | ($10.00) | ($0.00) | $0.00 | $0.00 |
| Samsung iBG1000-T1 | 2 | $40.00 | $0.00 | ($40.00) | ($0.00) | $0.00 | $0.00 |
| Vendor/Supplied/Modem Misc | 5 | $0.00 | $0.00 | ($0.00) | ($0.00) | $0.00 | $0.00 |
| **IP Services** | | | | | | | |
| /28 IP Address Block (13 Useable) | 2 | $0.00 | $0.00 | ($0.00) | ($0.00) | $0.00 | $0.00 |
| **Monitoring Services** | | | | | | | |
| MPLS_VPN Proactive Monitoring | 7 | $0.00 | $0.00 | ($0.00) | ($0.00) | $0.00 | $0.00 |
| **Optional Services** | | | | | | | |
| Quality of Service for T1 Access | 7 | $30.00 | $35.00 | ($0.00) | ($35.00) | $210.00 | $0.00 |
| **Proinstall** | | | | | | | |
| Professional On-Site Install | 9 | $0.00 | $350.00 | ($0.00) | ($350.00) | $0.00 | $0.00 |
| **VPN Services** | | | | | | | |
| MPLS - T1 | 7 | $100.00 | $0.00 | ($0.00) | ($0.00) | $700.00 | $0.00 |

| | TOTAL: | Avg. Per Site |
|---|---|---|
| Total Monthly: | **$2,842.00** | **$406.00** |
| Total One Time: | **$0.00** | **$0.00** |

**No of Sites: 7**
**Term: 36 Months**
**This Quote is Valid Through: 6/20/2012**
**Net: 30 Days**

**Promotions**

$60 off Ethernet Basic circuits with 3-year terms.

Free rental on Netopia 2247, Netopia 3346, or Innoband 8012

First Month Free for CSA Ethernet and T1 Services

**Notes**

1. All hardware costs are taxable.

2. Order does not reflect the Regulatory Recovery Surcharge or local, state, or federally mandated usage fees and/or taxes.

3. Actual shipping costs may vary and will be assessed at the time of shipping.

4. Pre-qualification information contained in this document is based on best available information and is subject to change. Pre-qualification results do not guarantee service availability. If the stipulated access technology is not available, another type of access may be proposed to Subscriber and substituted upon Subscriber's approval, which may result in changes to the quoted MRCs and NRCs. MegaPath commits to making reasonable efforts to find the least expensive access available that meets the customer's requirements.

5. The Corporate Access SSL - Network-based access policy is set at SSL Server level where any group has access to any resource upon authentication.

6. MegaPath does not credit Subscriber accounts for E-rate discounts. Regardless of Subscriber's eligibility to receive an E-Rate discount for the telecommunications or Internet services provided herein, Subscriber will be invoiced the entire sum of contracted service. It is solely the Subscriber's responsibility to complete and file any necessary paperwork and invoice the USAC on its own behalf for any such discount.

7. Prior to, during and after the installation of requested services, Subscriber may choose to request that MegaPath augment the Service order to provide additional services or remove services from the Service Order. Depending upon the scope of these requested changes, verbal requests from the Subscriber and/or Subscribers delegated representative may be acceptable to MegaPath in which case MegaPath shall notify Customer of its acceptance of said changes via email. In some instances MegaPath may require additional written authorization. All applicable charges resulting from changes requested by the Subscriber and/or the Subscriber's delegated representative, whether written or verbal, are the responsibility of the Subscriber and shall be deemed to be part of this Service Order and subject to its Terms and Conditions.

8. Customers who purchase MegaPath voice or managed services with broadband connectivity acknowledge and understand that MegaPath broadband connectivity Services may be activated, and that charges for such Service may be invoiced and due prior to activation of MegaPath voice or managed services. If purchasing voice services, calls made prior to the billing start date will be billed at the local calling rates posted at http://www.speakeasy.net/pdf/SPK_CallRates_HostedVoice.pdf.

9. **Voice Quality and Best Effort Voice** - MegaPath provides quality of service for voice on all circuits that are provided by MegaPath and provisioned with Voice QoS Optimization. This includes prioritization of voice packets on the MegaPath network and the last mile of Subscriber's circuit. MegaPath cannot provide nor does MegaPath guarantee the quality of service on circuits without Voice QoS Optimization regardless if the circuits are provided by MegaPath, another provider or as customer provided access. Subscriber understands that all voice services provisioned without Voice QoS Optimization, including those provided by MegaPath, another provider and customer provided access are offered as a **BEST EFFORT SERVICE WITH NO WARRANTIES OR SLAs (INCLUDING WARRANTIES REGARDING CONTINUOUS SERVICE UPTIME OR VOICE QUALITY)**

Coterminous Services. Notwithstanding anything to the contrary contained herein, Services under this Agreement shall be coterminous with a date forty-five (45) days after the expiration of the Service Term of this Service Order and may be cancelled forty-five (45) days after the Service Term expiration without incurring an Early Termination Fee.

Section 17 (Governing Law and Consent to Jurisdiction) of the Terms and Conditions is hereby amended and replaced in its entirety with the following: This Agreement shall be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to its conflicts of law provisions. The parties consent to the exclusive jurisdiction of Miami-Dade County, FL.

**LEGAL TERMS--PLEASE READ CAREFULLY:** Customer's order for MegaPath Services are subject the terms contained herein and to MegaPath's Terms and Conditions, found at http://www.megapath.com/pdfs/terms_and_conditions_for_service.pdf ("Terms and Conditions"). In addition to the fees quoted in this order, Customer understands that an early termination fee will be charged if Customer stops any Service before the end of its Circuit Term. MegaPath will also provide certain optional Services, subject to payment of additional fees. The early termination fees, Optional Service fees and miscellaneous fees are set forth in MegaPath's Fee Schedule, found at http://www.megapath.com/pdfs/fee_schedule.pdf ("Fee Schedule") and additional fees for voice services may be found at http://www.megapath.com/pdfs/Ancillary-Call-Rates-Business-Voice.pdf. Certain voice related services (including use of 800 numbers) require the payment of additional fees. Customer agrees to pay all fees associated with the Services ordered above and authorizes MegaPath to charge Customer's credit card for such fees.

**This section contains important information on the availability and functionality of 911 services. Please read it carefully.**

Customer acknowledges and understands that MegaPath's 911 Emergency Service differs from traditional 911 service in the following ways: (A) 911 Service may not function if voice services or equipment are not functioning for any reason, including but not limited to a power outage or an outage or other disruption of the broadband service obtained from MegaPath or another provider; (B) 911 calls are routed to an emergency call center based upon the physical street address provided by Customer. If Customer provides inaccurate information, does not provide timely notice of changes, or attempts to use the service or equipment from another location, 911 calls may be delivered to a non-optimal call center and emergency responders may be dispatched to a location other than the location of the 911 caller; and (C) in some cases the 911 call taker may not be able to capture and/or retain automatic number or location information, or be able to identify Customer's phone number and location in order to call Customer back if the call is not completed or disconnected, or if Customer is unable to speak to tell them.

**BY SIGNING BELOW, OR USING THE SERVICES, CUSTOMER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, THE FEE SCHEDULE, AND ANY OTHER APPLICABLE TERMS GOVERNING THE SERVICES.**

| | |
|---|---|
| Customer Signature - City Attorney | MegaPath Signature |
| Regine Monaster | Douglas Carlen<br>General Counsel |
| Name | Name |
| | JUN 13 2012 |
| Date | Date |
| Customer Signature - City Manager | Customer Signature - City Clerk |
| Stephen E. Johnson | Michael A. Etienne |
| Name | Name |
| 6/19/12 | |
| Date | Date |

# Site Detail

| Site | Install Phone | Address | Access Product | Net MRC | Net NRC | Voice QoS Optimization |
|---|---|---|---|---|---|---|
| City of North Miami HQ | (305) 895-9886 | 776 NE 125TH ST NORTH MIAMI FL 33161-5684 | Ethernet 3 - Basic MLPPP | $299.00 | $0.00 | Yes |
| City of North Miami Site 2 | (305) 891-8111 | 700 NE 124TH ST NORTH MIAMI FL 33161-5624 | Ethernet 2 - Basic MLPPP | $199.00 | $0.00 | Yes |
| City of North Miami Site 3 | (305) 953-2854 | 12098 NW 11TH AVE NORTH MIAMI FL 33168-6319 | T1 1.5 | $339.00 | $0.00 | Yes |
| City of North Miami Site 4 | (305) 895-9878 | 1855 NE 142ND ST NORTH MIAMI FL 33181-1503 | T1 1.5 | $299.00 | $0.00 | Yes |
| City of North Miami Site 5 | (305) 787-1005 | 1815 NE 150TH ST NORTH MIAMI FL 33181-1113 | Ethernet 2 - Basic MLPPP | $199.00 | $0.00 | Yes |
| City of North Miami Site 6 | (305) 891-5535 | 835 NE 132ND ST NORTH MIAMI FL 33161-4192 | Ethernet 2 - Basic MLPPP | $199.00 | $0.00 | Yes |
| City of North Miami HQ | (305) 895-9886 | 776 NE 125TH ST NORTH MIAMI FL 33161-5684 | Dedicated ADSL 10.0/1.0 | $90.00 | $0.00 | Yes |
| City of North Miami Site 2 | (305) 891-8111 | 700 NE 124TH ST NORTH MIAMI FL 33161-5624 | Dedicated ADSL 10.0/1.0 | $90.00 | $0.00 | Yes |
| City of North Miami Site 7 | (305) 891-9334 | 12181 NE 13TH AVE NORTH MIAMI FL 33161-5968 | Ethernet 2 - Basic MLPPP | $199.00 | $0.00 | Yes |

Service Order: 68830-1
Date: 5/21/2012

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| **IP Services** | | | | | | | |
| /26 IP Address Block (13 Useable) | 2 | $0.00 | $0.00 | ($0.00) | ($0.00) | $0.00 | $0.00 |
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First Month Free for CSA Ethernet and T1 Services

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Notes

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Coterminous Services. Notwithstanding anything to the contrary contained herein, Services under this Agreement shall be coterminous with a date forty-five (45) days after the expiration of the Service Term of this Service Order and may be cancelled forty-five (45) days after the Service Term expiration without incurring an Early Termination Fee.

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| | |
|---|---|
| Customer Signature - City Attorney | MegaPath Signature |
| Regine Monchotte | Douglas Carlen<br>General Counsel |
| Name | Name |
| | JUN 13 2012 |
| Date | Date |
| Customer Signature - City Manager | Customer Signature - City Clerk |
| Stephen E. Johnson | Michael A. Etienne |
| Name | Name |
| 6/19/12 | |
| Date | Date |