



**CenturyLink™**

Network Services  
2103 E. University  
Des Moines, Iowa 50317

January 23, 2014

Bill Lowry  
Hidden Creek, L.L.C.  
520 SE Southfork Drive  
Waukee, 50263

Subject: Whisper Ridge Plat 2 & 3

Dear Mr.Lowry:

Century Link on behalf of itself and its assignees and successors desires to place communications facilities to serve the property and to do so while the property is under development and or construction.

This development will be served with Fiber-to-the-Premises (aka Fiber-to-the-Home). In order to provide this service, the homes will need to be constructed in such a manner which will allow CenturyLink to provide service to future homeowners.

Attached please find the Network Facilities Agreement which must be signed and returned before any design and construction can begin. This agreement must also be completed in order to be eligible for an Exclusive Marketing Agreement (EMA).

Sincerely,

Dan Ross

# FTTP Minimum Wiring Standards

## SFU with External ONT



CenturyLink™

## Single-Family Unit with External ONT

### Overview

The intent of this document is to provide requirements and recommendations as guidelines for the installation of inside structured wiring and equipment for the transmission and/or reception of voice, data and/or video services over FTTP facilities maintained by CenturyLink.

Fiber-To-The-Premises (FTTP) wiring requirements differ based on the residential housing type. This document is focused on a residential Single Family Unit (SFU) in which CenturyLink is placing a single Optical Network Terminal (ONT) to provide telecommunications to the residential single family dwelling. An SFU is a residential housing unit supported by: a single address, as well as, a single electrical power meter. Typically an SFU is a free standing residential home.

### FTTP

CenturyLink is deploying FTTP technology, in this community to bring its residents higher bandwidth over a dependable and reliable telecommunications platform. FTTP technology uses laser-generated pulses of light through hair-thin glass strands to transmit voice, data and video signals at speeds and capabilities far greater than a traditional copper system. The laser light or optical carries no electrical energy. CenturyLink FTTP technology utilizes Passive Optical Network [PON] advantages that include no electrical energy transmitted with the transmission of voice, data, and video services. By deploying a PON network CenturyLink is able to remove potential failures of active transmission electronics, and thereby improve reliability. A device called an optical network terminal (ONT) is placed on the outside of the home to convert optical signals to mechanical energy at the home which allow for telephone and data services. The ONT is powered by a UPS placed inside of the home. CenturyLink installs and maintains the ONT and UPS. The maintenance and replacement of batteries is the responsibility of the homeowner, unless they have data guard/line guard. The builder must install a conduit to connect the ONT and UPS. The purpose of the Minimum Wiring Standards is to provide an understanding of FTTP and amplify and clarify:

- Inside Wiring for Ethernet
- Smart Panel - Common distribution Point
- Wiring Topology and Interface Hardware
- UPS Powering
- Inside Conduit



## Minimum Wiring Requirements

The wiring standards information being provided will assist Developers and Builders in providing their home-owners with the latest communication technology. In the event a dwelling does not comply with the Minimum Wiring Standards, CenturyLink Corporation will not be able to provide the full benefits of a FTTP network. Inadequate structured wiring can limit Internet access speeds and entertainment options on the fiber network CenturyLink will be deploying for your community. In addition, the homeowner may incur additional costs to upgrade the dwelling to the minimum requirements.

**NOTE:** Contractor shall comply with all applicable governmental regulations to include federal, state, county, city and all other applicable codes and ordinances. The contractor shall furnish without extra charge any additional material and labor which may be required for compliance with these laws, rules, and regulations.

## Definitions

**Requirement:** Action or activity necessary for the transmission and/or reception of voice, data and/or video services over FTTP facilities.

**Recommendation:** A practice supported by industry standards and/or CenturyLink to facilitate telecommunications transmission and/or reception over FTTP facilities.

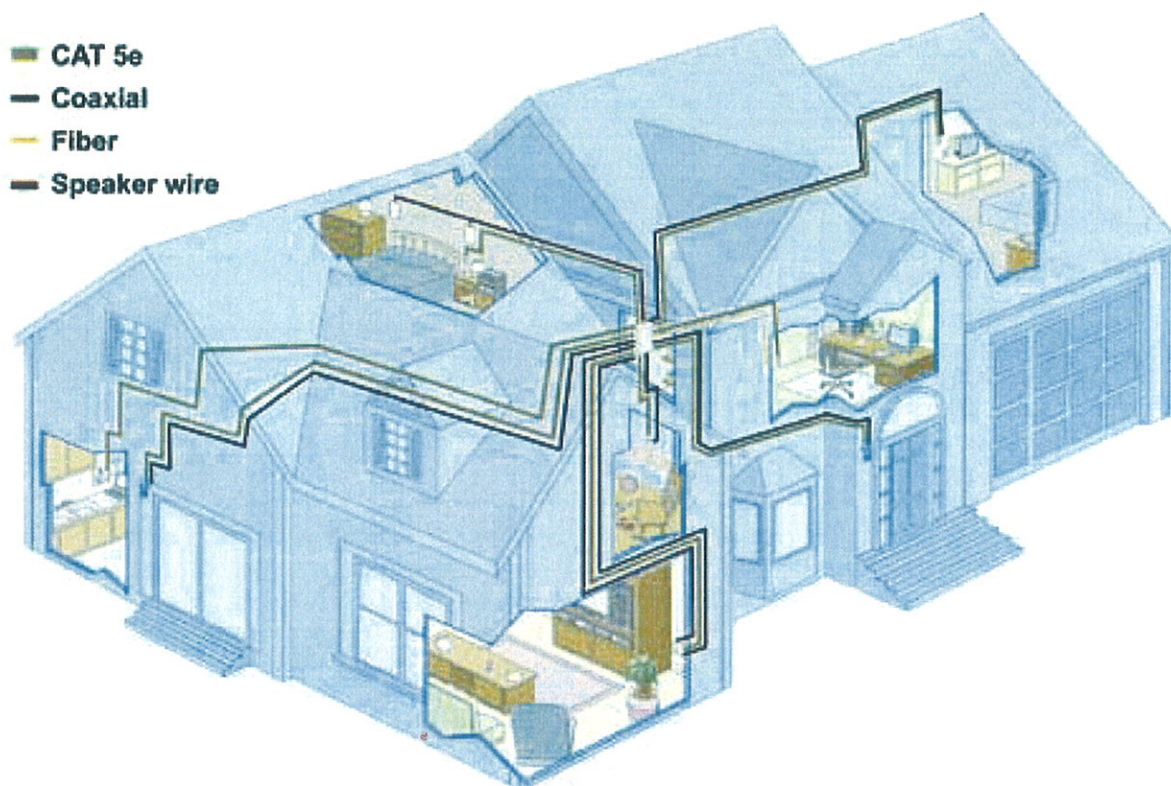
**Minimum Point of Entry (MPOE):** Defined as the point at which customer premises wiring exits the premises and connects with CenturyLink provided facilities.

**Customer Premises Unit:** Defined as living space supported by a single electric meter.

**Environmentally Controlled:** Defined as a location shielded from rain and moisture, within a living or storage space, and maintained at temperatures between 32 and 104 degrees Fahrenheit.

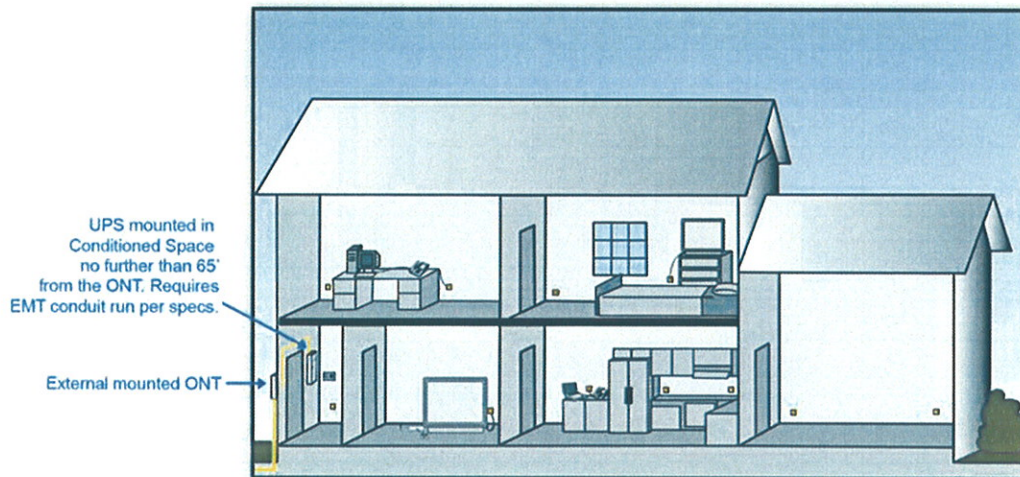
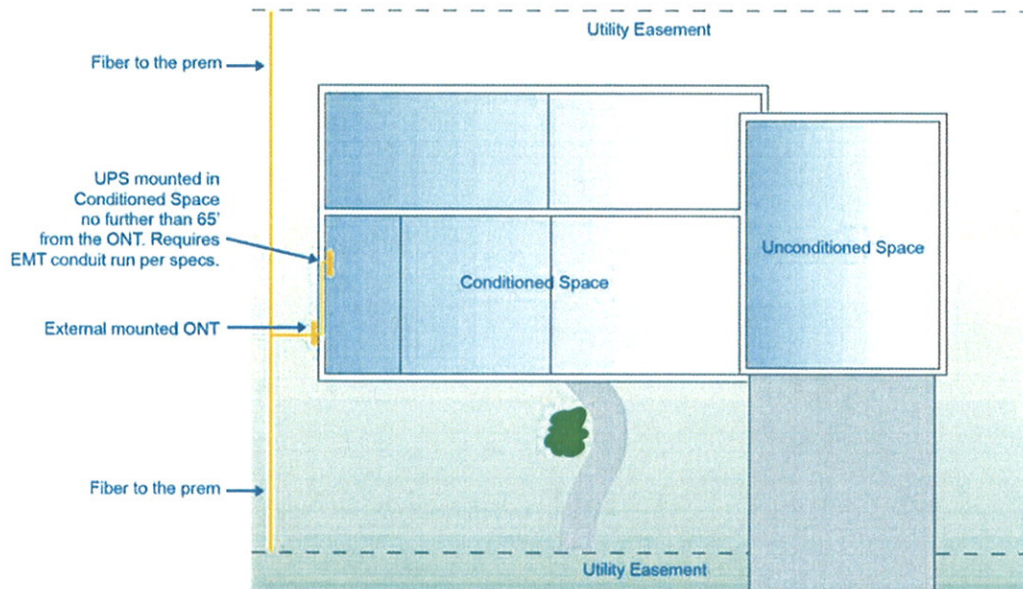
# SFU Structure Wiring Illustration

## Typical Drawings for Dwellings with an External ONT

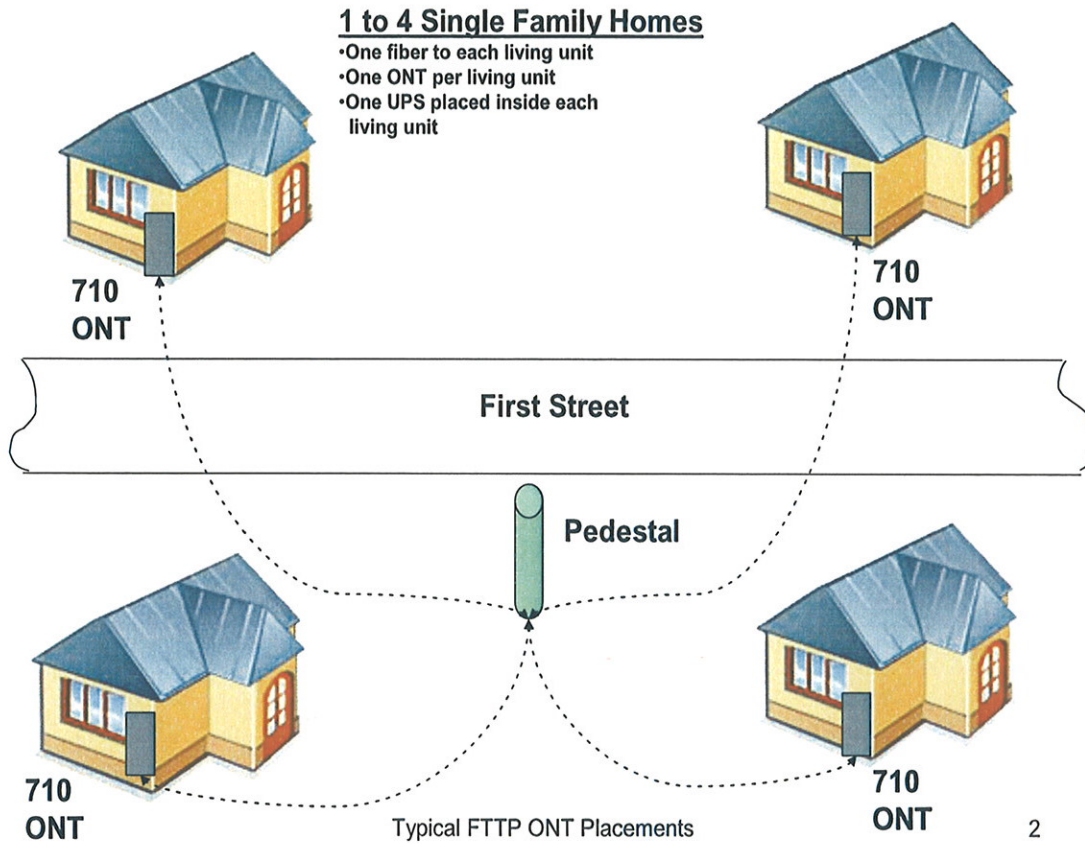




# SFUs with a Separate External ONT for Each Residential Unit



# SFUs with a Separate External ONT for Each Residential Unit





# SFU Dwellings with a Separate External ONT

## Structural Requirements

- **Optical Network Terminal (ONT):** The ONT is required and provided by CenturyLink as the network interface device between CenturyLink communications network and customer structured inside wiring for the FTTP architecture. The ONT shall be grounded to an MGN with an AWG # 6 bare solid copper wire using appropriate bond connector for distances up to 20 feet, this will be provide and placed by CenturyLink. CenturyLink will provide and install a fiber optic drop to the ONT.
- **Uninterruptible Power Supply (UPS) and Smart Panel Location:** A UPS is required and provided by CenturyLink which must be placed in an environmentally controlled location, capable of meeting the following space requirements: 24 in. wide x 24 in. tall x 12 in. deep, 50 in. above ground level. The recommended location of the UPS is in a dry area typically at or near the ONT, but can be no more than 50ft wire run distance in length, from UPS to ONT. The builder shall supply and install a 2'x2'x1/2" plywood backboard. The builder shall install the Smart Panel at this location.
- **UPS Power:** The Builder is required to provide a 110 volt AC non-GFCI electrical outlet within 5ft wire run distance of the UPS, this circuit must be on a common building feed. The required UPS location shall not be supported or provisioned on a Ground Fault Interrupted (GFI) electrical circuit.
- **Smart Panel:** The Builder is required to provide a Smart Panel in each living unit in order to provide a broadband distribution location for supporting voice, data and video services. It is recommended that the Smart Panel be centrally located in either the basement or on the first floor of the structure.
- **Conduit:** The Builder is required to provide a 1" pvc conduit, no longer than 50ft, from the Smart Panel location to the side of the house with the power meter. The conduit shall have no more than 3-90 degree sweeps (no hard 90 bends). The conduit should be terminated on the outside of the home with a 4"x4"x2" junction box. CenturyLink will place required wiring within the conduit from the ONT to the UPS and Smart Panel.
- **Ethernet High Speed Data:** Minimum of one Cat5e cable is required from Smart Panel to an RJ45 jack located at a location in the home where the router will be placed for internet access. CenturyLink will place the router at time of installation. Each data cable run is to be no more than 328' in length. Data cable is to be terminated on the data portion of the Smart Panel
- **Voice:** Minimum of one Cat3 or Cat5e cable from Smart Panel to RJ11 voice jack at a location in the home where a phone will be placed for voice service. Voice cable is to be terminated on the voice portion of the Smart Panel.

**Disclaimer:**

Fiber services require proper builder and contractor installation, supporting equipment, and maintenance. CenturyLink does not guarantee operation of equipment or wiring. All builder and contractor work and dwelling units must comply with applicable governmental regulations and industry standards, including federal, state, county, city, all other applicable codes and ordinances, ANSI/EIA/TIA telecommunications guidelines, and CenturyLink-provided specifications. Adjustments to original designs are discouraged to ensure optimal performance and service delivery, and CenturyLink may charge additional amounts if adjustments are made. CenturyLink has no obligation to pay any charges related to the fiber, fiber services, installation, supporting equipment, and maintenance, or builder and contractor costs incurred to comply with applicable regulations. All services are subject to separate agreements with CenturyLink. Contact your CenturyLink engineering representative with questions.



# Compact Series: 4 Telephone, 4 Data and 6-way Video Panel

## APPLICATION

Leviton's Compact Series: 4 Telephone, 4 Data and 6-way Video Panel combines a Combo Phone and Data board and a 6-way 1 GHz splitter on a dedicated plastic bracket for essential telephone, data, and TV RF signal distribution in an apartment, small house, or condominium. The Combo Board bridges the incoming telephone wiring to up to four Cat 5e cables running to four telephone locations in the home. The board also enables patching input for four data connections from a router or Ethernet switch to four Cat 5e cables to computer or other network device locations. In addition, the included passive splitter connects an incoming TV RF signal to RG6 coaxial cable runs to as many as six different TV locations in the home.

## FEATURES

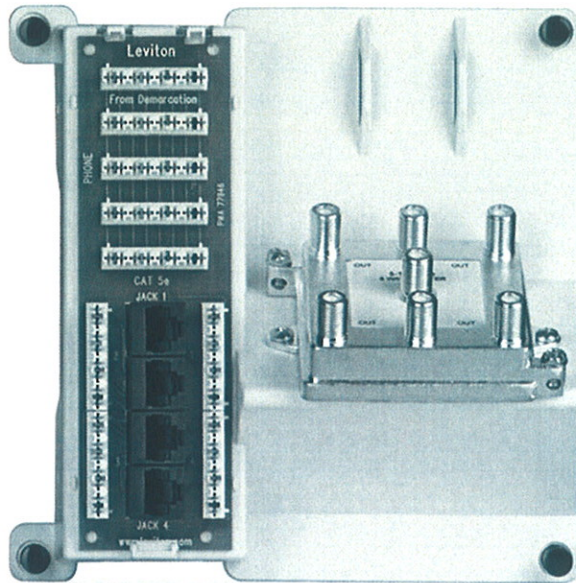
- Offers essential telephone, data and video distribution
- Includes 4 IDC punchdowns to support 4 telephones in 4 locations
- Includes 4 Data jacks for patching data to 4 network device locations
- Includes 6-way SCTE compliant splitter for up to 6 TV locations

## NOTES

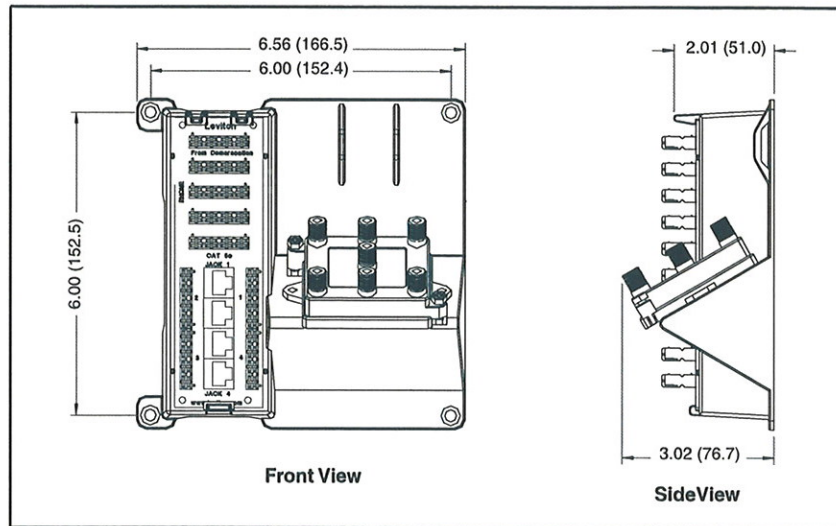
- Determine outlet locations and carefully plan cable routing to ensure the selected unit satisfies requirements
- Install 75 ohm termination caps on unused outputs of the 6-way splitter to reduce TV noise and RF EMI/EMR from the splitter

## TYPICAL SPECIFICATION

The Compact Series Telephone, Data and 6-way Video Panel shall meet all applicable standards: TIA/EIA-570-B and FCC Part 68 compliance. The panel shall handle up to four telephone lines to four telephone connections, making it suitable for phone, fax or modem. The Panel shall also distribute data through four Cat 5e jacks and support up to six TV outputs. The unit shall include a plastic mounting bracket, Combo Phone and Data Board and 6-way 1 GHz SCTE compliant passive splitter. The manufacturer shall provide a two-year limited product warranty.



## DIMENSIONAL DRAWINGS



## WARRANTY INFORMATION

Two-year limited product warranty

**For Applications Engineering Support - call 1-425-485-4288; in USA call 1-800-722-2082. Spec sheets and updates are also available at [www.leviton.com](http://www.leviton.com)**

## ORDERING INFORMATION

CAT. NO.	DESCRIPTION
47603-DP6	4 Telephone, 4 Data and 6-way Video Panel

### Leviton Manufacturing Co., Inc.

59-25 Little Neck Pkwy, Little Neck, NY 11362-2591

Telephone: 1-800-323-8920 • Fax: 1-800-832-9538 • Tech Line: (8:30AM-7:30PM E.S.T. Monday-Friday): 1-800-824-3005

### Leviton Manufacturing of Canada, Ltd.

165 Hymus Boulevard, Pointe Claire, Quebec H9R 1E9 • Telephone: 1-800-469-7890 • Fax: 1-800-563-1853

### Leviton S. de R.L. de C.V.

Lago Tana 43, Mexico DF, Mexico CP 11290 • Tel. (+52) 55-5082-1040 • Fax. (+52) 5386-1797 • [www.leviton.com.mx](http://www.leviton.com.mx)

**Visit our website at [www.leviton.com](http://www.leviton.com)**

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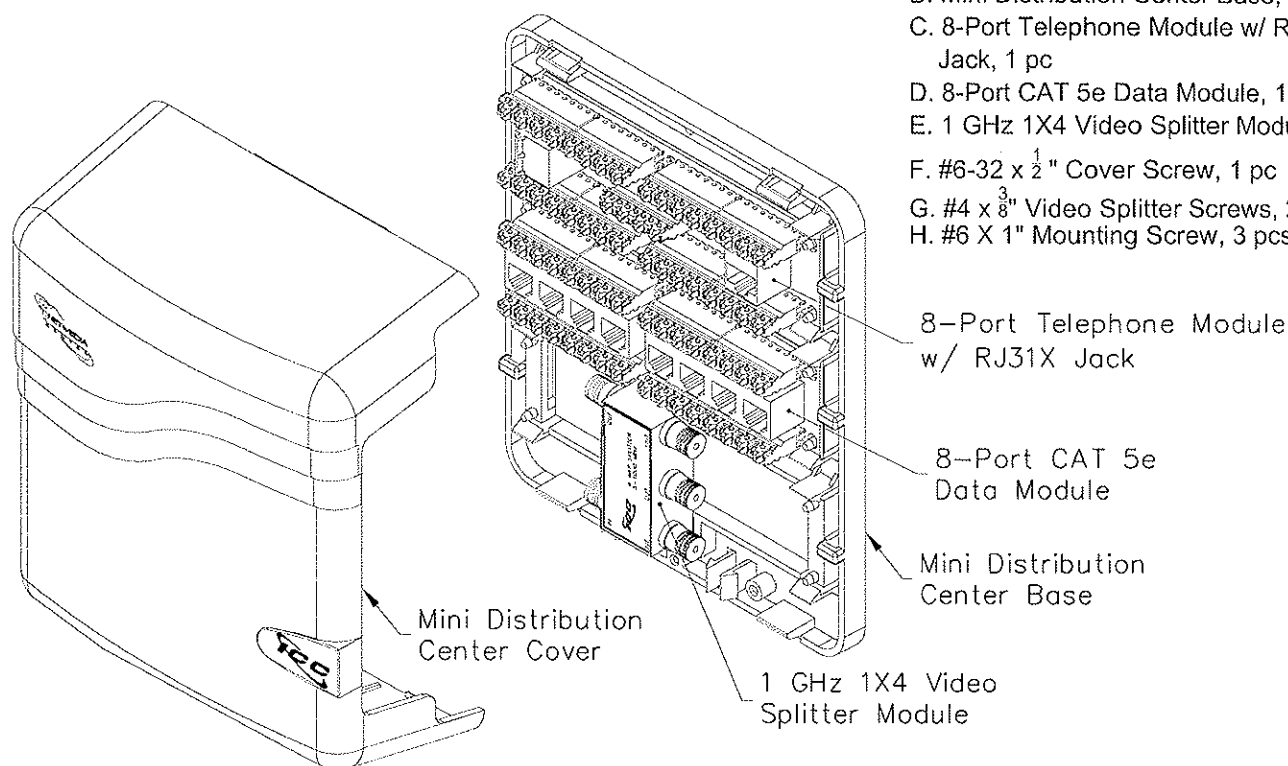


# Surface Mount Mini Net Media Center Combo

## PRODUCT SPECIFICATION

### Package includes:

- A. Mini Distribution Center Cover, 1 pc
- B. Mini Distribution Center Base, 1 pc
- C. 8-Port Telephone Module w/ RJ31X Jack, 1 pc
- D. 8-Port CAT 5e Data Module, 1 pc
- E. 1 GHz 1X4 Video Splitter Module, 1 pc
- F. #6-32 x  $\frac{1}{2}$ " Cover Screw, 1 pc
- G. #4 x  $\frac{3}{8}$ " Video Splitter Screws, 2 pcs
- H. #6 X 1" Mounting Screw, 3 pcs



### Features and Benefits:

- Provides excellent solution for condos, town homes, smaller homes, and for remodeling installations
- Designed to be surface mounted, and suited for compact areas with flexible needs for distribution of voice, data, audio, or video with dual side access for easy cable entry and exit
- Includes ICRDSVPA10 8-port telephone module with RJ31X jack, ICRDSDPA10 8-port CAT 5e data module, and ICRDSAVP4B 1 GHz 1X4 video splitter module
- 8-port telephone module is bridged, supports up to 4 incoming telephone lines with 8 outputs per each line, and includes an RJ31X jack for a security system
- 8-port CAT 5e data module exceeds ANSI/TIA/EIA-568-B.2 Category 5e connecting hardware requirements
- Video splitter module is designed with 1 input by 4 output with a frequency range of 5 MHz to 1 GHz providing excellent signal quality for splitting cable, satellite, or antenna signals
- Can also be used with ICRDSDMBUM universal electronics bracket for active components if needed

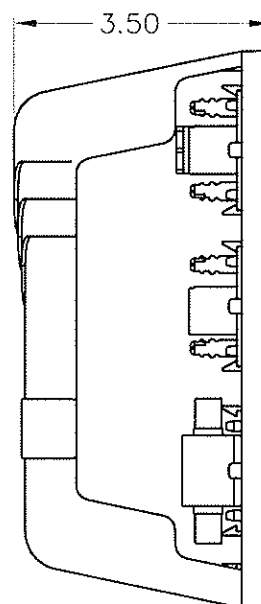
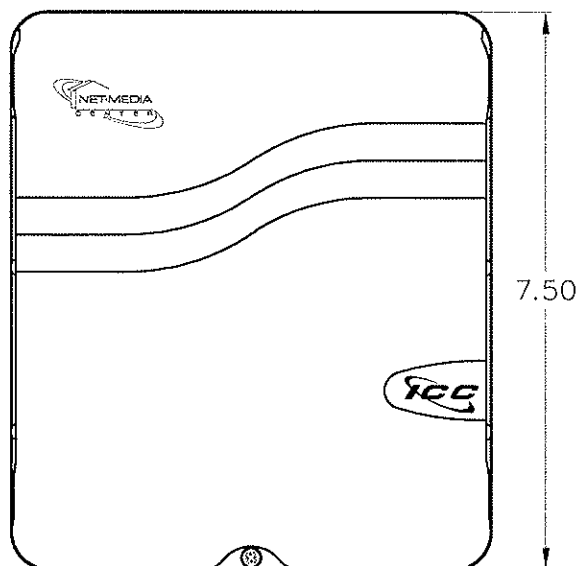
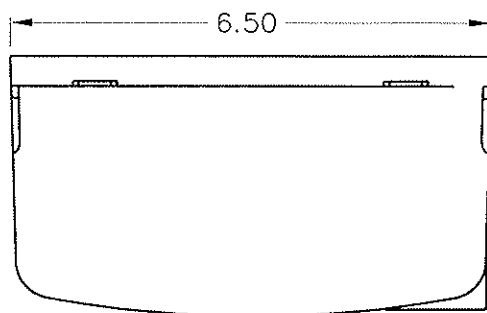
### COMBO, NET MEDIA CENTER, SURFACE MNT, MINI

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CUSTOMER CARE / TECHNICAL SUPPORT \* CSR@ICC.COM / 888-ASK-4-ICC (275-4422) \* 14700 Alondro Blvd., La Mirada, CA 90638 \* www.icc.com



**NOTE: UNLESS OTHERWISE SPECIFIED**

1. MINI DISTRIBUTION CENTER:
  - A. MATERIAL: ABS, UL 94V-0
  - B. SURFACE FINISH: TEXTURE
  - C. COLOR: WHITE
2. 8-PORT TELEPHONE MODULE W/ RJ31X JACK:
  - A. MATERIAL: GLASS EPOXY FR4 COPPER CLAD .062 INCH THICK PER MIL-P-13949
  - B. FINISH: ELECTROPLATED SOLDER WITH HOT SOLDER DIP
  - C. WIRING IN ACCORDANCE TO T568B
3. 8-PORT CAT 5e DATA MODULE:
  - A. MATERIAL: GLASS EPOXY FR4 COPPER CLAD .062 INCH THICK PER MIL-P-13949
  - B. FINISH: ELECTROPLATED SOLDER WITH HOT SOLDER DIP
  - C. WIRING IN ACCORDANCE TO T568A
4. 1 GHZ 1X4 VIDEO SPLITTER MODULE:
  - A. HOUSING: ZINC ALLOY DIE-CASTING CASE WITH NICKEL PLATED
  - B. FREQUENCY RANGE: 5~1000 MHZ
  - C. INSERTION LOSS: 8 dB TYPICAL

**COMBO, NET MEDIA CENTER, SURFACE MNT, MINI**

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DWG NO.	PSRDSMMBK1	PAGE NO.	2



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**Network Facilities Agreement for FTTP at Whisper Ridge Plat 2 & 3, West  
Des Moines, Dallas County, Iowa**

**DATE:** January 23, 2014

**PLANS/DRAWINGS/SPECIFICATIONS**

Attached or referenced.

**Because:**

Customer (a developer and/or owner of the Property), on behalf of itself and its assignees and successors, desires to have communications Facilities put in place to serve the Property and to have those Facilities put in place while the Property is under development and/or construction;

CenturyLink (a communications facilities and services provider), on behalf of itself and its assignees and successors, desires to place communications Facilities to serve the Property and to do so while the property is under development and/or construction; and,

CenturyLink requires Access to the Property in order for Facilities to be placed.

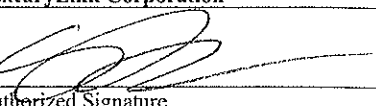
**Therefore:**

Subject to the following terms, conditions and definitions and the above-referenced Target Dates/Schedule, Charges and Plans/Drawings/Specifications, if any, the Parties agree that:

Customer shall provide CenturyLink with Access to the Property and shall be responsible for Access; and

In exchange for such Access and the other consideration set forth in this Agreement, CenturyLink shall provide the Facilities for the Property and shall be responsible for the Facilities.

**AGREED & ACCEPTED:**

	<b>CenturyLink Corporation</b>
<b>X</b>	x 
Authorized Signature	Authorized Signature
<b>Bill Lowry</b>	Steve Parker
Name Typed or Printed	Name Typed or Printed
	Director – Engineering & Construction, Iowa
Title	Title
	1/23/2014
Date	Date



## TERMS, CONDITIONS & DEFINITIONS

1. "Access" means all reasonable, necessary and otherwise mutually agreed upon easements, rights of way, other similar such property rights, rights to be on the Property, clearing, excavation, trenching, backfilling, grading to within six inches of final grade and restoration on the Property to be used for placement and maintenance of Facilities.
2. "Facilities" means all reasonable, necessary and otherwise mutually agreed upon communications fiber, cable, wire, standard network interfaces, underground vaults, hand holes, pedestals and terminals to be placed on the Property so as to enable end-users to arrange to have communications services to their living unit activated in the future from a standard network interface.
3. "Structure" means all reasonable, necessary communications conduit, sleeveings and pull-strings to enable placement of Facilities within the Access. The Parties shall cooperate with one another in good faith and consistent with standard industry practices to determine and agree upon which of them is responsible for providing Structure or portions thereof. For purposes of this Agreement, the agreed upon Structure or portions thereof for which the Customer is responsible shall be treated as part of Access, and the agreed upon Structure or portions thereof for which CenturyLink is responsible shall be treated as part of Facilities.
4. "Builder" or "Builders" means those entities that acquire rights or titles to land on the Property for the purpose of erecting Single Family Residences.
5. Single Family Residences or Residences. All free-standing single residential dwellings, and multi-tenant residential dwellings, including condominiums and town homes located on the Property, but exclude all for rent multi-tenant residential dwellings and commercial buildings or structures.
6. Fiber To The Premise Network (or "FTTP Network") means a fiber optic system that connects directly from the Century network to each Unit's demarcation point. The demarcation point is the output ports of the ONT, just to be clear. (Optical Network Terminal – "ONT" – for FTTP) on the Property covered by this Agreement.
  - The demarcation point for detached, single family unit ("SFU") properties must physically reside on/in the dwelling/Unit.
  - The demarcation point for attached, single family unit ("SFU") properties (i.e., town homes, multiplexes, etc.) must physically reside either (i) on/in the dwelling/Unit, or (ii) collocated on the exterior of the building in which the group of Units are attached.
  - The demarcation point for multi-dwelling unit ("MDU") properties (i.e., high rise properties) may physically be located in either (i) a collocated equipment room on the Premise/Property, or (ii) each living Unit.
  - FTTP cabling architectures for either SFU or MDU properties will be mutually agreed upon by both CenturyLink and the Builder to ensure Services can be provided adequately based on the Residences on the Property lay out/design. The FTTP Network will be

technically sufficient to enable CenturyLink to provide voice, data and video services to all Residences on the Property. Subject thereto, the design, technical specifications and performance capabilities of the FTTP Network, and any modifications thereto from time to time, will be at CenturyLink's sole discretion.

7. Customer shall be solely responsible for the following with respect to Access: all reasonable and necessary consents, approvals, applications, filings, permits, licenses, bonds, insurance, inspections, construction, labor, material, equipment, tools, safety compliance, quality/standards compliance and compliance with laws. CenturyLink shall be solely responsible for the following with respect to Facilities: all reasonable and necessary consents, approvals, applications, filings, permits, licenses, bonds, insurance, inspections, construction, labor, material, equipment, tools, safety compliance, quality/standards compliance and compliance with laws.
8. Customer shall provide Access to CenturyLink at no cost or charge to CenturyLink other than as set forth in this Agreement. Customer shall be solely responsible for all claims and liabilities arising out of or related to Access and shall defend, indemnify and hold harmless CenturyLink from all claims and liabilities arising out of or related to Access, except only to the extent that CenturyLink or its employees/agents/contractors/subcontractors may damage Access, in which case CenturyLink shall reimburse Customer for its commercially reasonable costs incurred in repairing or replacing the Access so damaged.
9. CenturyLink shall place Facilities for the Property at no cost or charge to Customer, other than as set forth in this Agreement. CenturyLink shall be solely responsible for all claims and liabilities arising out of or related to Facilities and shall defend, indemnify and hold harmless Customer from all claims and liabilities arising out of or related to Facilities, except only to the extent that Customer or its employees/agents/contractors/subcontractors may damage Facilities, in which case Customer shall reimburse CenturyLink for its commercially reasonable costs incurred in repairing or replacing the Facilities so damaged.
10. Each party ("Indemnitor") will indemnify, defend, and hold harmless the other parties and their officers, directors, employees, agents and affiliates ("Indemnitee") from and against all third party claims, demands, actions, losses, damages, assessments, charges, liabilities, costs and expenses (including, without limitation, interest, penalties, attorney's fees and disbursements) which may at any time be suffered or incurred by or be asserted against Indemnitee, directly or indirectly, on account of or in connection with: (a) Indemnitor's default under any provision in this Agreement, or failure in any way to perform any obligation under this Agreement; or (b) any claim, cause of action, judgment, liability or expense relating to or arising out of the acts or omissions of Indemnitor, its employees, contractors or agents.
11. Facilities shall be owned exclusively by CenturyLink. There is no transfer of ownership, title, right or interest in Facilities from CenturyLink as a result of or through performance under this Agreement. In the event that Customer requests CenturyLink or CenturyLink

is otherwise required by compulsion of law or other reason to relocate some or all of the Facilities after they have been initially placed as a result of re-platting, re-zoning, change-of-use by Customer request, change-of-Customer-plans/designs or other reason other than due to CenturyLink's negligence, then Customer, or its assignees or successors, shall upon CenturyLink's election, pay CenturyLink in advance for the commercially reasonable projected costs for such relocation placement and shall otherwise provide CenturyLink at no charge or cost to CenturyLink with Access to relocate Facilities.

12. Access and Facilities shall be provided in compliance with the Plans/Drawings/Specifications mutually agreed upon by the Parties. Any exceptions to Plans/Drawings/Specifications must be mutually agreed upon and approved by the Parties prior to implementation of exceptions. If not set forth in written Plans/Drawings/Specifications, the precise location and placement of Access and Facilities, or subparts thereof, shall be upon mutual written agreement of the Parties.
13. With respect to Access and Facilities, the Parties shall work and cooperate in good faith to establish and comply with mutually agreed upon Target Dates/Schedule and/or standard intervals. In the event a Party will be unable to comply with any Target Dates/Schedules and/or standard intervals, then it shall give the other Party notice in advance of such, and the Parties shall work and cooperate in good faith to establish mutually agreed upon revised Target Dates/Schedule and/or intervals.
14. Facilities shall be provided by CenturyLink for the Charges, if any, as set forth in or attached to this Agreement, and Customer shall pay CenturyLink all, if any, such Charges. Any exceptions to the amounts or terms for Charges must be approved by the Parties in a mutually signed writing. **If CenturyLink encounters unanticipated, material and extraordinary special conditions beyond CenturyLink's reasonable anticipation and control which will materially increase CenturyLink's costs in providing and placing Facilities, then CenturyLink shall notify the Customer of such in writing and the Parties shall negotiate in good faith an addendum to this Agreement to include such excess cost issues.**
15. Customer may elect, with CenturyLink's advance written approval, which approval shall not unreasonably be withheld, to place some or all of CenturyLink-provided Structure in the trench(es)/Access on the Property. If the Customer elects to do so and such is approved in advance by CenturyLink, then the Parties shall negotiate in good faith to establish any amount that CenturyLink will pay to the Customer for this work. Any amount must be agreed upon in a mutually signed document in advance of the Structure being placed by the Customer.
16. This Agreement may be assigned by either Party with prior written consent of the other Party, which shall not unreasonably be withheld. Notwithstanding either Party may assign this Agreement to an affiliate, parent or successor entity as a result of a merger, acquisition or sale upon prior notice to the other Party only. Since the Customer is not the Builder of the living units within the Property, then Customer shall take reasonable



steps to communicate that each Builder or Owner for the living units within the Property is aware of the provisions of this Agreement.

17. Nothing in this Agreement grants CenturyLink exclusive rights to provide communications services or Facilities for the Property, nor does this Agreement affect the right of any end user customer within the development to select the end user's communications services provider(s) of choice. Customer shall not enter into any arrangements related to the Property with another provider of communications service which would exclude CenturyLink from being able to provide communications services through the Facilities for any end users who may wish to select and subscribe to CenturyLink communications services or grant another provider of communications services a preferred marketing arrangement.
18. CenturyLink reserves and Customer grants CenturyLink the right to place and use excess capacity within the Facilities and Access at no additional charge to CenturyLink, provided such right does not impose any additional costs to Customer.
19. Any notices required to be given to either Party shall be given in writing, either hand delivered or deposited in the United States mail, addressed as set forth in this Agreement. Notices shall be effective when hand delivered or received. Written notice shall be required when either Party changes contact designations for purposes of this Agreement.
20. A failure of either Party to enforce any provision of this Agreement on any occasion shall not constitute a general waiver of its right to enforce any other provision of this Agreement on any other occasion. If any provision of this Agreement is determined at law to be invalid or unenforceable, then the remaining provisions of this Agreement shall be severed and nevertheless shall survive.
21. This Agreement may be amended only by a written document signed by both Parties. This Agreement is an integrated written contract, and there are no terms, conditions, representations, promises or undertakings, express or implied, by the Parties related to this Agreement which are not expressly set forth herein and upon which either Party can reasonably claim justifiable detrimental reliance.
22. Neither Party shall be liable to the other for delays or failure in performance, or for loss or damage, due to fire, explosion, power blackout, earthquake, volcanic action, nuclear action, flood, strike, war, civil disturbance, governmental requirements, acts of God, or other causes beyond its control. Other than as may be expressly set forth herein or in a mutually signed writing between the Parties expressly providing otherwise, in no event shall a Party or its successors and assigns be liable to the other or to the other's successors and assigns for any form of consequential, incidental, special, indirect, lost profit, lost opportunity, impairment of business, economic loss or punitive damages, whether arising in contract, tort, equity, statute or other legal theory, other than to the extent, if any, that such damage/remedy limitations are unenforceable as a matter of applicable law for the limited exception of personal injury or wrongful death claims, for any claims arising out of or related to Access, Facilities or this Agreement.

23. This Agreement and the obligations hereunder shall be construed and governed in accordance with the laws of the State of Iowa.
24. In the event that any applicable tariffs or statutes prohibit performance in accordance with the terms of this Agreement, or have the effect of modifying, superseding, or suspending provisions of this Agreement prior to performance by a Party hereunder, then to the extent of such inconsistency this Agreement may be come null and void, and the Parties may elect to enter into a new agreement or an amendment to this Agreement to conform to such tariffs or statutes.
25. Should it become necessary to enforce a Party's compliance with the dispute resolution provisions provided for in this Agreement, the Party seeking enforcement will be entitled to recover all of its costs and expenses of enforcement including its reasonable attorneys fees, from the non-complying Party..
26. **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.
27. Design, Construction and Maintenance of FTTP Network – CenturyLink will design, construct and maintain the FTTP Network provided that CenturyLink will retain sole discretion over the manner and implementation of such design, construction, and maintenance. Century Link's obligations under this Section 27 shall be contingent upon Customers' and Builders' compliance with, and timely completion of, the Construction Requirements set forth in Section 29.
28. **Optical Network Terminal.** CenturyLink will purchase and provide at no cost to the Builder, the necessary Alarm and Powering cable for ONT. All end users are responsible for the maintenance of the CenturyLink provided battery, as detailed in Section 29.3, for the UPS power supply battery for the Optical Network Terminal ("ONT").
29. Construction Requirements. Customer agrees that Customer will require all Builders to comply with the following and the parties agree that CenturyLink will not be responsible for any delays or failure to perform in accordance with this Agreement if such delay or failure is due to a Builder's failure to comply with the requirements set forth herein:
- 29.1 Inside Wiring Requirements. CenturyLink will develop, and provide to Customer Inside Wiring installation "best practices" for Builder training purposes. Customer will provide such best practice documents to the Builders. Customer will include in its Land Sale Agreements, if any, with Builders that Builders must confirm to the FTTH Inside Wiring Guide, set forth in Exhibit A ("Requirements"), which will be provided to the Builders. Customer will use its commercially reasonable efforts to enforce the Land Sale Agreements with respect to the

Requirements. A Customer inspector may, but is not obligated to, certify and signoff that each Single Family Residence is in compliance with the Requirements.

29.2 UPS Battery Replacement and Surge Protection. Customer will include in its Land Sale Agreements, if any, with Builders that Builders will convey to the end user Tenants that they are responsible for the upkeep and replacement of the Battery in the UPS unit (. CenturyLink will install the APC unit in the Single Family Residence with a battery (for back-up) at CenturyLink's expense, however the end user is responsible for the replacement of the battery, once the battery reaches end of life (EOL) alarm (@ 20% of capacity left) CenturyLink will provide a process for monitoring the EOL alarm, notification to the end user and information for replacement of the battery with the "current" part number from APC.

29.3 Builder Construction. Customer will use commercially reasonable efforts to ensure that all Builders complete construction of Single Family Residences pursuant to the contracted time periods on their respective Land Sales Agreements. The foregoing is not intended to require Customer to exercise any right to repurchase any property that Customer has sold.

**30. Notifications of Builder Sales.** Customer will use best efforts to notify CenturyLink at least five (5) business days in advance of any closing that will transfer title to any portion of the Property to a Builder or other entity.

## EXHIBIT A



## **REQUIRED FTTH INSIDE WIRING GUIDE**

SEE "ATTACHMENT TO FTTH INSIDE WIRING GUIDE EXHIBIT"