

**SERVICE ATTACHMENT 1
TO THE
MASTER SERVICE AGREEMENT**

**SERVICE ATTACHMENT 1
AGILE OHIO NETWORK ("OHIO NETWORK") CONNECT SERVICES ("Ohio Network
Connect Services")**

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This Service Attachment (the "Service Attachment"), is between Agile Network Builders, LLC ("Service Provider") having an office at 213 Market Avenue North, Suite 310, Canton, Ohio 44702 and the State of Ohio, through its Department of Administrative Services, Office of Information Technology ("the State") and is effective as of the date signed by the State. This Service Attachment is entered into subject to, and incorporates by reference, the terms and conditions of, that certain Master Services Agreement between the Parties dated 3/9/2012 (the "MSA" or "Agreement"). Capitalized terms used herein without definition have the respective meanings ascribed to them in the MSA.

1. Service Overview

The Agile Ohio Network (the "Agile Ohio Network" or "Ohio Network ") is the Service Provider's state-wide fiber optic and microwave backhaul network that offers the speed and reliability of local fiber optic infrastructure. The Service Provider's Ohio Network Connect Services ("Ohio Network Connect Services", "Ohio Connect Services" or the "Services") provide customers with highly efficient, cost-effective broadband communications to/through the Ohio Network and is ideal for organizations that want to link buildings or devices through broadband connections to share information across employees, customers, suppliers, and other users.

This Service Attachment provides the Subscribing Entity(s) with the ability to purchase the Ohio Network Connect Services that are offered by the Service Provider.

2. Description of Services

Ohio Network Connect Services are provided throughout the state-wide network operated by the Service Provider and can be configured in a variety of ways, including point-to-point and multipoint. Multiple Subscribing Entities share the available bandwidth on the network and each customer's traffic is uniquely identified and securely separated across the shared network.

2.1 Preconfigured Circuits

Preconfigured Ohio Network Connect Circuits ("Preconfigured Circuits") are available through bandwidth offerings of 5 ("ONB5"), 10 ("ONB10"), 15 ("ONB15"), 25 ("ONB25"), 50 ("ONB50"), 100 ("ONB100"), and 200 ("ONB200") Mbps. However, optional offerings are available in custom bandwidth offerings below 5 Mbps and up to 1 Gbps (see "Optional Services" below).

2.2 Grades of Service ("GOS")

The Preconfigured Circuits are provided through three Grades of Service ("GOS") that are distinguished based on Service priority and Service Level Objectives ("SLOs") as detailed in Sections 9 and 10. These three GOS are identified as:

- Level 1 - Standard Service
- Level 2 - Enhanced Service
- Level 3 - Premium Service

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2.3 Service Component Requirements

The Service Provider will install Customer Premises Equipment ("CPE") at the Subscribing Entity(s) premises to provide Ohio Network Connect Services via an industry standard RJ45 10/100/1000 Ethernet port.

2.4 Power Supply

An uninterruptible power supply ("UPS") is not a standard component of the Service and is not included in the configuration or price. If the Subscribing Entity desires power backup at a given site, it is its responsibility to provide the UPS mechanism. The Service Provider is not responsible for outages due to power failures or interruptions at the Subscribing Entity premises, especially as they apply to network availability or Service Level metrics/credits.

2.5 Meet-Point

If a Subscribing Entity elects to have the Service connect with a Third-Party Service Provider, as defined below, Ohio Network Connect Services may be available in a meet-point billing arrangement involving a Third-Party Service Provider. Where suitable facilities exist and where appropriate procedures for such arrangements have been put in place between the Service Provider and such Third-Party Service Provider. When the Service Provider and the Third-Party Service Provider jointly provision Service, the Third-Party Service Provider involved will bill the Subscribing Entity at that Third-Party Service Provider's applicable rates for its portion of the Service located in its operating territory. The Third-Party Service Provider will submit its invoices to the Service Provider, and the Service Provider will re-bill the Subscribing Entity at cost on behalf of the Third-Party Service Provider by consolidating the Third-Party Service Provider's invoices with Service Provider's invoices for the Services provided hereunder. The Service Provider will coordinate processing the ordering and provisioning of the meet-point Services if selected by the Subscribing Entity.

A "Third-Party Service Provider" means a telecommunications carrier offering service in a territory not served by the Service Provider and which requires a meet-point between that service and a Service hereunder. It does not mean OARNet's backbone service or other backbone services for the Service Provider, for which there will be no pass through.

3. Optional and Other Services

3.1 Pseudowire T1 Connect Services

This optional Service provides a pseudowire T1 circuit for backward compatibility to existing infrastructure. Due to the potentially unique nature of these connections, all Pseudowire T1 Connect Services are quoted as described in Section 6.1 below.

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3.2 Low Bandwidth Device Connect Services

This optional Service provides the availability of custom low bandwidth device connections (below 3 Mbps) and are priced as described in Section 6 below. The Low Bandwidth Connect Services are only available for device (e.g., oil well monitoring, road counter, video camera, etc) connections and are not a substitute for the end-user bandwidths specified and priced in the pricing table in Section 6.2 ("Preconfigured Circuits").

3.3 Mobile Response Trailer Connect Services

This optional Service provides for the mobilization of the Service Provider's Mobile Response Trailer in support of planned events, disaster recovery, relief efforts, and other events as indicated by the Subscribing Entity. These Mobile Response Trailer Connect Services will include Ohio Network connection uplink and a Local Area WIFI Network within 300 feet of the initial install location. These connections will be Internet based, but it is possible for entities to have pre-provisioned equipment allocated on their individual networks. The Mobile Response Trailer Connect Services are configured as Preconfigured Circuits and, in addition to the Preconfigured Circuit MRC, require a mobilization fee and an associated hourly travel, setup and support fee. Mobile Response Trailer Connect Service will be invoiced as provided in Section 6.3 below.

3.4 Other Services

Due to the ubiquitous nature of the Ohio Network, Ohio Network Connect Services are available throughout the state and can be used to connect a variety of devices, equipment, and facilities, from low-bandwidth devices such as a road counter to higher bandwidth demands such as a point-to-point connection over a river or highway or connecting a multi-user facility such as a hospital. Due to the potentially unique nature of these connections, some optional Services may be quoted on an Individual Case Basis ("ICB") as Custom Circuits ("Custom Circuits").

As demand for Custom Circuits is identified, the Service Provider will contact the State, through the contact identified in Section 4.2 of this Service Attachment, for approval and negotiation of an appropriate Service Attachment that defines the terms and conditions for providing the Custom Circuits.

4. Service Provider Support Services

The Service Provider will provide Services under this Service Attachment through its Ohio Network NOC as follows:

4.1 Service Provider Point of Contact

The Service Provider will designate an Operations Manager as an official point of contact that will be the Service Provider's liaison to the State responsible for day-to-day operations issues

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and decision making and manage the Service Provider compliance with this Service Attachment.

4.2 State Point of Contact

The State will provide an official point of contact that will be the State's liaison to the Service Provider responsible for general contractual and administrative issues and decision-making.

Support for Subscribing Entities will be provided through a contact at the Subscribing Entity's level and identified in the applicable TSR Order.

4.3 Help Desk

The Service Provider will provide the Subscribing Entities with a help desk in support of the Services provided under this Service Attachment. The help desk will be a single point of contact for maintenance of the Services covered by this Service Attachment. The help desk will be staffed 24 hours per day, seven days per week for Subscribing Entities to open trouble tickets, receive status on existing tickets, and escalate issues when appropriate. The Service Provider's staff will be knowledgeable employees in the telecommunications industry, the Service Provider's products, and Services, and basic troubleshooting techniques. The Ohio Network NOC help desk can be contacted at: 855-792-6662.

4.4 Trouble Ticket Management

The Service Provider will provide trouble ticket management including:

- a. receiving and recording trouble tickets in the Service Provider's online trouble ticketing system;
- b. providing status updates to the Subscribing Entity's contact, the person who reported the trouble, or a designee;
- c. automatically escalating trouble tickets within the Service Provider's organization and any relevant Third-Party Service Providers' organizations, as necessary;
- d. managing Third-Party Service Providers, including providing a single point of contact to the Subscribing Entities for the management of Third-Party Service Providers whose services are necessary for delivery of the Services in this Service Attachment (subject to the limitations as set forth in the MSA);
- e. monitoring trouble tickets to support compliance with the Service Level Objectives ("SLOs"); and
- f. closing trouble tickets in the Service Provider's online trouble ticketing system after verifying Service availability with the Subscribing Entity.

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4.5 Testing and Monitoring

The NOC will perform non-intrusive and, when reasonably necessary, intrusive testing. It also will perform network monitoring to determine the status and performance of the Ohio Network and individual circuits including:

1. Trouble testing and problem isolation;
2. Reporting status to the help desk and escalating identified problems;
3. Dispatching field technicians to resolve issues that cannot be cleared remotely; and
4. Providing resolution status to the help desk.

4.6 Fault Management

4.6.1 Mean Time to Restore ("MTTR")

MTTR is defined as the average time interval between initial trouble ticket request being opened by the Service Provider's support center (or the Service Provider becomes aware of an issue impacting Network Service) to the time the Service is restored. If a Subscribing Entity disputes the Service Provider's determination of when the Service is restored, the Parties will work together in good faith to resolve any such dispute within 30 days.

There are three priority levels for trouble ticket severity ("Trouble Ticket Severity Level"):

1. Severity 1, Critical - defined as a complete Outage affecting the Subscribing Entity's Service.
2. Severity 2, Major - defined as a partial Outage or significant Service degradation affecting the Subscribing Entity's Service.
3. Severity 3, Minor – defined as minor Service degradation minimally affecting the Subscribing Entity's Service.

MTTR objectives and priorities are established based on GOS and Trouble Ticket Severity Level.

4.6.2 Routine Network Maintenance

The Service Provider will perform routine network maintenance ("Routine Network Maintenance") for network improvements and preventive maintenance and will use commercially reasonable efforts to provide five days notice to the affected Subscribing Entities of all Routine Network Maintenance that could affect Subscribing Entity's Service. Routine Network Maintenance also includes maintenance that could result in a serious degradation or loss of Service if not accomplished promptly by the Service Provider, but the Service Provider's operations group must provide as much prior notice as practicable, via e-mail or other means, in any such case. Routine Network Maintenance will not be calculated against Service Level measurements, provided that such Routine Network Maintenance does not interfere with the Service of a Subscribing Entity more than once in any calendar week, and then only within the windows described in the next section.

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4.6.3 Routine Network Maintenance Windows

Unless otherwise agreed to between the Parties, Routine Network Maintenance must be performed during the Service Provider's standard maintenance window, which is as follows:

12:01 AM – 6:00 AM Local Time, Monday through Friday

In addition to Routine Network Maintenance, Tower Maintenance will be required from time to time, and the Tower Maintenance windows are as follows:

3:01 PM – 6:00 PM Local Time, Monday - Friday
8:01 AM – 2:00 PM Local Time, Saturday - Sunday

If Routine Network Maintenance is necessary during these specified times, the affected Subscribing Entities will be notified via e-mail sent to the contact designated by the Subscribing Entity with a "Planned Maintenance Notification". This notification will inform the Subscribing Entity of the anticipated time, duration, and reason for the Routine Network Maintenance. While the specified maintenance window is six hours, it will be rare for Routine Network Maintenance to require use of this entire window.

4.6.4 Emergency Maintenance

Any maintenance performed outside the above windows will be limited to emergency situations ("Emergency Maintenance"). If the Service Provider intends to perform Emergency Maintenance, then the Service Provider will provide as much prior notice to the affected Subscribing Entities as is practicable under the circumstances by e-mail to the primary Service contact for the Subscribing Entity listed in the applicable TSR Order.

4.7 Reporting

The Service Provider, through its NOC, will make available to the State monthly reports detailing Service Level Performance for all Services and all Orders under this Service Attachment. Such reports will be available in an agreed upon format. The Service Provider also will provide similar reports to the Subscribing Entities but limited to the Services Orders of each such Subscribing Entity.

4.8 Call Charges

If the Service Provider responds to a Service call initiated by a Subscribing Entity, and the Service Provider and the Subscribing Entity agree that the cause of the problem is not due to the Service Provider's network or equipment but is due to the Subscribing Entity's equipment or operations, the Subscribing Entity must pay the Service Provider for the Service call on a time and materials basis at \$125 per hour.

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5. Fee Structure

The Service Provider is providing the following pricing components to deliver its Ohio Network Connect Services to the Subscribing Entities.

5.1 Circuit Pricing

This is a Monthly Recurring Charge ("MRC") per circuit dependent on the amount of bandwidth ordered as well as the Service Term and GOS. Circuit pricing includes inside construction and demarcation extensions costs, such that delivery of the Services from the outside the building to the agreed inside location, as requested by the Subscribing Entity, is provided at no additional cost beyond those provided by the pricing table in Section 6 below, if the demarcation extension is no more than 200 feet.

5.2 Non-Recurring Installation Fee

This component consists of the necessary costs to install the circuit and is a flat fee based on the Service Term. Typical installation time is seven business days from the time the Order is accepted by the Service Provider.

5.3 Non-Recurring Construction Costs

This component consists of any necessary construction expenses to deliver a Service to outside the Subscribing Entity location. A typical installation will not involve construction costs, as the Service Provider will place Customer Premises Equipment ("CPE") at the Subscribing Entity's premises to provide Ohio Network Connect Services via an industry standard RJ45 10/100/1000 Ethernet port. However, some installations may have unique construction considerations and individual requirements, and in these cases, this component is calculated on an ICB.

5.4 Term of Order

This component specifies the Service Term between the Service Provider and the Subscribing Entity. Only those Service Terms identified herein are permissible.

6. Pricing Tables

Pricing is based on a per circuit basis. The pricing table below provides the Monthly Recurring Charge ("MRC") for various Service Terms, GOS, and bandwidths. The Service Provider will charge, and Subscribing Entities agree to pay, the appropriate MRC and non-recurring Install Fee in this Service Attachment in accordance with the MSA. Due to the individual requirements at each location, the non-recurring construction cost is calculated on an ICB.

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	60 Months		36 Months		Month-to-Month		
	MRC	Install	MRC	Install	MRC	Install	
		Fee ¹		Fee		Fee	
Preconfigured Circuits	ONB5 - Standard	\$360	\$1,080	\$485	\$1,080	\$610	\$2,000
	ONB5 - Enhanced	\$396	\$1,080	\$521	\$1,080	\$646	\$2,000
	ONB5 - Premium	\$495	\$1,080	\$620	\$1,080	\$745	\$2,000
	ONB10 - Standard	\$540	\$1,080	\$665	\$1,080	\$790	\$2,000
	ONB10 - Enhanced	\$594	\$1,080	\$719	\$1,080	\$844	\$2,000
	ONB10 - Premium	\$743	\$1,080	\$868	\$1,080	\$993	\$2,000
	ONB15 - Standard	\$675	\$1,080	\$800	\$1,080	\$925	\$2,000
	ONB15 - Enhanced	\$743	\$1,080	\$868	\$1,080	\$993	\$2,000
	ONB15 - Premium	\$928	\$1,080	\$1,053	\$1,080	\$1,178	\$2,000
	ONB25 - Standard	\$825	\$1,080	\$950	\$1,080	\$1,075	\$2,000
	ONB25 - Enhanced	\$908	\$1,080	\$1,033	\$1,080	\$1,158	\$2,000
	ONB25 - Premium	\$1,134	\$1,080	\$1,259	\$1,080	\$1,384	\$2,000
	ONB50 - Standard	\$1,050	\$1,080	\$1,175	\$1,080	\$1,300	\$2,000
	ONB50 - Enhanced	\$1,155	\$1,080	\$1,280	\$1,080	\$1,405	\$2,000
	ONB50 - Premium	\$1,444	\$1,080	\$1,569	\$1,080	\$1,694	\$2,000
	ONB100 - Standard	\$1,600	\$1,080	\$1,725	\$1,080	\$1,850	\$2,000
	ONB100 - Enhanced	\$1,760	\$1,080	\$1,885	\$1,080	\$2,010	\$2,000
	ONB100 - Premium	\$2,200	\$1,080	\$2,325	\$1,080	\$2,450	\$2,000
	ONB200 - Standard	\$2,200	\$1,080	\$2,325	\$1,080	\$2,450	\$2,000
	ONB200 - Enhanced	\$2,420	\$1,080	\$2,545	\$1,080	\$2,670	\$2,000
ONB200 - Premium	\$3,025	\$1,080	\$3,150	\$1,080	\$3,275	\$2,000	

¹ Note - The Install Fee is discounted to \$360 for the first 2,500 Preconfigured Circuits installed under this Service Attachment with a 60 month term.

6.1 Pseudowire T1 Connect Services

This optional Service provides a pseudowire T1 circuit for backward compatibility to existing infrastructure and is priced as follows:

1. Equipment Cost - \$2,500 per circuit one-time cost
2. Install Fee - \$125 / hour not to exceed 3 hours per end point one-time cost
3. Circuit MRC – the applicable MRC of the Subscribing Entity’s selection of Preconfigured Circuit (based on bandwidth, GOS, and Service Term).

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6.2 Low Bandwidth Device Connect Services

This optional Service provides the availability of custom low-bandwidth device connections (below 3 Mbps) and are priced as follows for a month-to-month Service Term and a standard GOS.

1. MRC per circuit: \$60
2. Install Fee: \$700
3. Comes with 1GB of data per month
4. Above 1GB priced at \$.25 per 1 MB per month up to a maximum charge of \$360 per month, including the \$60 MRC
5. Data capped at 3GB per month
6. Upon reasonable notice to the Subscribing Entity, a Low Bandwidth Connect Service can be terminated by the Service Provider if the connected device is suspected of malfunctioning

The Low Bandwidth Connect Services are only available for devices such as oil well monitoring, road counters, weather monitoring stations, and similar uses and are not a substitute for Preconfigured Circuits.

6.3 Mobile Response Trailer Connect Services

This optional Service provides for the mobilization of the Service Provider's Mobile Response Trailer in support of planned events and / or disaster recovery / relief efforts and / or other events as indicated by the Subscribing Entity. These Mobile Response Trailer Connect Services will include Ohio Network connection uplink and a Local Area WIFI Network within 300 feet of the initial install location. These connections will be Internet based, but it is possible for Subscribing Entities to have pre-provisioned equipment allocated on their individual networks. The Mobile Response Trailer Connect Services are configured as Preconfigured Circuits and, in addition to the Preconfigured Circuit MRC, require a mobilization fee of \$2000 and an associated fee of \$2000 / person / day (minimum of 2 persons).

6.4 Volume Discount

The Service Provider will provide volume discounts to the Subscribing Entities based on the total number of "Units Equivalents", as defined in the table below, active under this Service Attachment for all Subscribing Entities combined. Unit credits are assigned according to the following table:

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Circuit	Unit Equivalent
ONB5	1
ONB10	1.5
ONB15	1.88
ONB25	2.29
ONB50	2.92
ONB100	4.44
ONB200	6.11

Based on the number of active Unit Equivalents at the time of Subscriber Entity billing, Volume Discounts are provided as follows:

1. Up to 2,500 units - no discount applies;
2. Level 1 Discount: At least 2,500 but less than 5,000 units - 5% discount;
3. Level 2 Discount: At least 5,000 but less than 10,000 units - 10% discount; and
4. Level 3 Discount: At least 10,000 units - 20% discount.

Level 3 is the maximum discount.

The Service Provider will calculate the volume discount at the end of each month and adjust billings to the Subscribing Entities to reflect the appropriate discount. In making this calculation, the Service Provider will include all active Orders under Service Attachment 2 to the MSA.

7. Terms and Conditions

All Orders for Services hereunder ("Service Order") will be initiated by the Subscribing Entities via the State's TSR System. The Subscribing Entities will be bound by the terms of this Agreement and be responsible for all use of the Service provided to them.

Ohio Network Connect Services are provided by the Service Provider where network facilities permit. If appropriate network facilities are not available, additional construction and installation charges may apply ("Special Construction Charges"). Special Construction Charges will be quoted to the Subscribing Entity for written approval prior to Order acceptance. Notwithstanding the foregoing, Special Construction Charges will not apply to locations equipped with spare capacity of existing Service that meets the specifications of the requested Service. The Service Provider may, based on its internal policies and procedures, reject an Order submitted in the TSR System by the Subscribing Entity.

Throughout the Term of this Agreement, the Service Provider may request a written list of then currently eligible Subscribing Entities in the State's TSR System.

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Before a Subscribing Entity issues a TSR Order for Service, the Service Provider will provide a quote (a "Service Quote") in writing that documents (i) the Service term, (ii) such other configuration requirements consistent with the terms hereof and (iii) any Special Construction Charges associated with the Order. The Subscribing Entity then may place the Order consistent with the Service quote via the State's TSR System.

7.1 Non-Recurring Costs and MRC Payment

The Subscribing Entities are obligated to pay any billable construction costs, installation fees and first month MRC upon acceptance of Service and all other requirements of this Agreement are met. MRCs are due monthly, in advance and then only once the Service is accepted and all other requirements of this Agreement are met.

7.2 Volume Based Price Renegotiation

If the number of Orders placed hereunder is less than 1000 Unit Equivalent volume (including other Service Attachments unless expressly provided otherwise therein) by the second anniversary date of this Agreement, the Service Provider will have the right to renegotiate charges for any Orders placed pursuant to this Agreement after the Service Provider's notice of its intent to renegotiate based on this section. The charges for all Orders placed before the Service Provider's notice of its intention to renegotiate will remain unaffected and continue at the original charges for the same Service. The foregoing is the sole and exclusive right available to the Service Provider if 1000 Unit Equivalent volume is not reached. The State makes no guarantee that the State will place Orders under this Agreement.

7.3 Early Disconnection Charge

As used in the MSA, the "Early Disconnection Charge" with respect to a particular circuit will equal the sum of 50% of the MRCs that would have been due the then-current Service Term (exclusive of any discount previously received by the Subscribing Entity).

7.4 Example of Early Disconnection Charge

If the Service term selected by the Subscribing Entity is 60 months and the MRC is \$360 for a 5 Mbps circuit, and if the Subscribing Entity cancels the Service after 35 months, the Disconnection Charge will be calculated based on the 25 months remaining on the Service Order as follows:

$$(\$360) \times (25) \times (50\%) = \$4,500.$$

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7.5 Expedite Fees

Expedite Fees are costs associated with expediting the installation of a Service which may include an additional charge. Typical installation timeframe is seven business days upon The Service Provider acceptance of an Order and the Service Provider will determine if it can accommodate an expedite installation request. This option may be provided on an ICB.

7.6 Change of Service

Subject to the provisions of the Agreement, the Subscribing Entity may change the Service Term, bandwidth, and/or GOS for Preconfigured Circuits ordered under a particular Order during the Service Term of the Order upon 30 days written notice to the Service Provider through the TSR system. Using the Bill Date (as that term is defined in Section 11) as the start of the Service Term for the changed Service, MRCs for the changed Service will subsequently be based on the newly selected Service Term, bandwidth, and GOS as if new Service were initiated. Provided the changed Service results in no decrease of Service Term duration, bandwidth, or GOS, no Early Disconnection Charge will apply.

However, the applicable Early Disconnection Charge will apply as if the Service were discontinued for any changed Service resulting in a decrease of Service Term, bandwidth, or GOS, if the total fees under the new Service are less than under the changed Service. But in any such case, the total fees for the new Service Term will be subtracted from the total remaining fees under the changed Service Term before the calculation of the Early Disconnection Charge provided for in Section 7.3.

7.7 Delay Installation Request

A Subscribing Entity may request to delay installation for up to 30 days following the original installation date at no charge if the Service Provider is notified of the request at least ten days prior to the original installation date.

7.8 Service Term

Subject to the Term of the MSA and this Service Attachment, the State's rights of termination and renewal as set forth in the MSA and the Subscribing Entity's right to cancel the ordered Services in accordance with the MSA, the "Service Term" with respect to each Service Order hereunder will be the number of months of Service selected and set forth in the Service Order.

Upon expiration of the Service Term during the Term of the MSA, upon 30 days prior notice to the Service Provider the Subscribing Entity will have the right to:

1. renew a Service on the same terms and at the same rates for the duration of the renewed Service Term,
2. renew the Service and select a different Service Term under the terms and rates set forth herein

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3. cease using the Service under the expiring Order (which will require the Subscribing Entity to take all steps required by the Service Provider to terminate the Service; or
4. continue using the Service on a month-to-month Service arrangement, at the Service Provider's then-current monthly rates.

If the Subscribing Entity fails to provide notice to the Service Provider hereunder, the Service will be continued on a month-to-month Service arrangement, at the Service Provider's then-current monthly rate for the Service.

If the MSA or this Service Attachment terminates or expires in accordance with the terms of the MSA, then any Service ordered under this Service Attachment that extends beyond the Term of this Service Attachment and/or the MSA will also terminate unless the Subscribing Entity elects in writing to extend the Service provided hereunder up to an additional one year period, in which case the use of the Service by the Subscribing Entity so electing will continue to be governed by the terms and conditions of the MSA and this Service Attachment, but no Minimum Commitment will be applicable.

8. Service Level Definitions

This section defines the Service Provider's Service Level Objectives ("SLOs") for network performance.

8.1 Network Availability

Network Availability is calculated as the percentage of time that the Ohio Network is capable of accepting and delivering Subscribing Entity data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

1. [24 hours x days in month x 60 minutes x number of Subscribing Entities]
2. Subtract network Service Outage time (measured in minutes)
3. Divide by [24 hours x days in month x 60 minutes x number of Subscribing Entities]

8.2 Throughput (Bandwidth)

"Throughput" is measured relative to the theoretical maximum of the transport circuit measured in "bits per second" on a circuit between the Subscribing Entity / Service Provider's interconnection point and the Subscribing Entity's end user location. The Throughput test must validate 100% Throughput and will generally follow the methodology defined in the Internet Engineering Task Force (IETF) RFC 2544 and include validation with uni-cast and multi-cast Ethernet frames.

1. Throughput measurement testing will be performed before the Subscribing Entity's acceptance of a Service Order and can be requested thereafter if the Subscribing Entity is experiencing Service impacting degradation issues.

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2. Anytime after acceptance, the Subscribing Entity will initiate such request by opening a trouble ticket with the Service Provider. The Throughput measurement test is intended to validate network performance from end-to-end on the Service Provider's facilities.
3. The Subscribing Entity will be responsible for providing appropriate testing equipment and resources for requested Throughput testing.

8.3 Latency

Latency measurements will consist of measuring the time it takes to travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Subscribing Entity's ports are attached when the Service Provider's network is available.

8.4 Packet Delivery Rate ("PDR")

PDR is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. PDR is measured by averaging sample measurements taken during a 30 day period from NTE to NTE to which the Subscribing Entity's ports are attached when the Service Provider's network is available.

8.5 Jitter

Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the Subscribing Entity ports are attached when the Service Provider network is available.

9. Service Level Objectives

The following section is a description of the Service Provider's network performance. The following table represents monthly average objectives that will be measured in a given month for each GOS:

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	Premium	Enhanced	Standard	Applicability
Network Availability	99.99%	99.95%	99.95%	Network SLO
Throughput (Bandwidth)	100% of theoretical maximum	100% of theoretical maximum	100% of theoretical maximum	Circuit Level SLO
Latency ¹	<20ms (one-way)	<30ms (one-way)	No Target	Circuit Level SLO
Packet Delivery Rate	99.9%	99.6%	99.2%	Circuit Level SLO
Jitter	<28 ms	<28 ms	<28 ms	Circuit Level SLO
MTTR - Critical Severity Level	1 hour	4 hours	6 hours	Contract Level SLO
MTTR - Major Severity Level	2 hours	6 hours	8 hours	Contract Level SLO
MTTR - Minor Severity Level	3 hours	8 hours	8 hours	Contract Level SLO
Maintenance Notification	5 days	5 days	5 days	Contract Level SLO
¹ Latency can be engineered to be as low as 10ms (one-way)				

10. Service Level Agreement / Service Credits

For purposes of this section, a "Service Outage" means an unavailability of the Service to carry traffic between two points of termination; provided that a Service Outage will not be deemed to have occurred if it arises from or relates to any of the following:

1. an event where the Service Provider's failure to perform is excused by Section 3.1 of the MSA;
2. the failures of any components beyond the Service Provider's demarcation point including failures attributed to facilities or equipment provided by the Subscribing Entity or its contractors, equipment vendors, or another carrier;
3. the failure of any State operated network component beyond the Service Provider's control such as MARCS towers used by the Service Provider to provide Service to the Subscribing Entity(s);
4. data exceeding subscribed usage;
5. a circuit has not been accepted by the Subscribing Entity;
6. the negligence, error, acts, or omissions of the Subscribing Entity or others authorized by the Subscribing Entity to use the Service;
7. during any period in which the Service Provider or its agents are not afforded access to the premises under the Subscribing Entity's control after reasonable notice;
8. data loss during the Service Provider's scheduled maintenance window;

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9. during any period when the Subscribing Entity has released Service to the Service Provider for maintenance or rearrangement purposes (including, without limitation, during any Routine Network Maintenance);
10. any period when the Subscribing Entity elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
11. a breach by the Subscribing Entity of its obligations under the MSA or this Service Attachment that is the cause of the Service Outage.

10.1 Service Credit - Service Outage

If a Service Outage lasts for a continuous period of 30 minutes or more (an "Outage") and the Subscribing Entity submits a request in accordance with the Remedies Section below, the Service Provider will provide a credit (the "Outage Credit") for Service as follows:

GOS	Per Service Outage	Percentage Credit
Standard	30 minutes to 8 hours	5% of MRC
	8 hours to 12 hours	10% of MRC
	12 hours to 24 hours	20% of MRC
	Over 24 hours or Recurring	100% of MRC
Enhanced	30 minutes to 6 hours	5% of MRC
	6 hours to 12 hours	15% of MRC
	12 hours to 24 hours	30% of MRC
	Over 24 hours or Recurring	100% of MRC
Premium	30 minutes to 4 hours	10% of MRC
	4 hours to 12 hours	25% of MRC
	12 hours to 24 hours	50% of MRC
	Over 24 hours or Recurring	100% of MRC

All Outage Credits will be credited to the Subscribing Entity no later than the second subsequent monthly invoice issued to the Subscribing Entity for the affected Service. THE PROVISIONS OF THIS SECTION STATE THE SUBSCRIBING ENTITY'S SOLE AND EXCLUSIVE REMEDIES FOR SERVICE OUTAGES EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE.

10.2 Remedies

Upon the Subscribing Entity's request to the Service Provider's help desk made within 30 business days of the closing of the applicable trouble ticket, the Subscribing Entity will be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in anyone calendar month may not exceed the applicable month's MRC for the affected Service Order.

An Outage will begin when the Subscribing Entity opens a trouble ticket for the affected Service and the Service Provider acknowledges receipt of such trouble ticket and validates that the

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Service is affected by an Outage, or when the Service Provider becomes aware of network Outages as a result of multiple Subscribing Entities being affected. The Service Provider will not unreasonably withhold or delay such acknowledgement and validation.

An Outage is concluded upon validation that the Outage has been cured and the Service Provider closes out the trouble ticket relating to such Outage and attempts to notify the Subscribing Entity that Service has been restored.

10.3 Excessive Outage

If a Subscribing Entity's circuits experience either three or more Outages, or 12 aggregate hours of Outages in each instance in any 30 day period (an "Excessive Outage"), the Subscribing Entity will be entitled, in addition to the applicable Outage Credit due up to termination of the circuit, if any, to terminate the affected circuits without charge or liability. If a Subscribing Entity terminates a circuit pursuant to this Section within the first 12 months following the Bill Date, the Service Provider will provide a refund to the Subscribing Entity in the amount of 50% of any Non-Recurring Construction Costs or Non-Recurring Installation Fees, in each instance separately invoiced and paid by the Subscribing Entity.

If during any 12 month period Excessive Outages have occurred with respect to 30% of the highest number of all circuits deployed under this Service Attachment during the applicable 12 month period, then in addition to the remedies found elsewhere in this Service Attachment, the State will have the option to terminate the Agreement or this Service Attachment on 30 days written notice to the Service Provider. The State must exercise this option within three months of the end of the applicable 12 month period of Excessive Outages. For the avoidance of doubt, the remedy set forth in this Section will only be exercisable by the State, and will not be exercisable by any Subscribing Entity.

10.4 Recurring Service Errors

If any Service provided to a particular Subscribing Entity repeatedly and substantially fails to conform to the SLOs, then upon that Subscribing Entity's request, the Service Provider and the Subscribing Entity will coordinate and cooperate to jointly provide the necessary personnel and equipment, at each Party's own cost, to promptly perform a root cause analysis to determine the cause of such recurring errors. Upon such joint determination the Service Provider will provide the Subscribing Entity with a written copy of its analysis, which must include an action plan containing a reasonably detailed description of corrective action to be taken by the Service Provider and the date (not to exceed 30 calendar days) by which such corrective action will be completed. The Service Provider will take the corrective action described in the action plan. Should the action plan fail to resolve the nonconformity in all material respects, the Service Provider will revise the action plan, seek to resolve the deficiencies or errors under the revised action plan, and, where appropriate, escalate the problem in accordance with the Service Provider's escalation procedures. This process will continue until the correction is achieved or either party elects to cancel the circuit without further obligation of either Party.

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11. *Installation and Acceptance of Service*

The Subscribing Entity will use its best efforts to obtain and maintain throughout the Service Term such consents (including, without limitation, landlord and land owner consents) as are necessary to permit, and will timely permit, the Service Provider's personnel to install, deliver, operate, and maintain the Service and equipment ordered hereunder at the Subscribing Entity's facilities.

The Subscribing Entity also will permit the Service Provider to access the Subscribing Entity's end user facilities as needed (including roof access, as necessary) to install, configure, upgrade, maintain, or remove the equipment and other Service components located at the aforementioned facilities.

The Subscribing Entity must make and maintain throughout the Service Term all site preparations and accommodations necessary to permit the installation, maintenance, and operation of the Service and any equipment as required by the Service Provider in its quote for Service, including without limitation, all requested floor space, equipment bay or equipment rack space, environmental controls and, if available, protected/UPS AC power, technical and maintenance support, site access, cable entrance, conduit, tower/antenna space, ground isolation device and network repeater.

Provided that the Subscribing Entity properly performs all necessary site preparations and accommodations and provides the Service Provider with all required consents, the Service Provider must use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule.

The Service Provider must provide the Subscribing Entity with a completion notice ("Completion Notice") upon completion of the installation of the Service. The Subscribing Entity will have five business days after receipt of the Completion Notice to test and sign the Completion Notice (the "Acceptance Period") and provide the Service Provider notice accepting or rejecting the Service. If the Subscribing Entity determines during the Acceptance Period that the Service is not operating in conformity with the Service Provider's SLOs, the Subscribing Entity will immediately notify the Service Provider (specifying in reasonable detail the defect or failure of the Service). If the Subscribing Entity notifies the Service Provider in writing that the Service is unacceptable, the Service Provider must, within thirty (30) days following receipt of such notice, remedy the Service and re-deliver such Service to the Subscribing Entity. The foregoing process will continue until the Subscribing Entity accepts the Service in writing or the Service Provider has made three attempts to correct the deficiency without successfully bringing the Service in compliance with the Service Provider's commercially reasonable Service specifications.

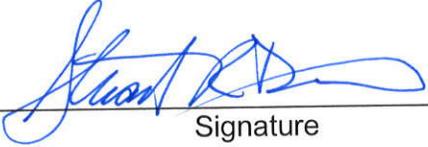
If the Subscribing Entity notifies the Service Provider of acceptance of the Service as set forth above, or fails to notify the Service Provider of its acceptance or rejection of the Completion Notice within the Acceptance Period, then in either case the Subscribing Entity will be deemed to have accepted such Service (the date of such acceptance will be the "Bill Date"). Interconnection of the Service and the Service Provider's CPE with the Subscribing Entity's equipment will be performed by the Subscribing Entity. The Subscribing Entity's sole and

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exclusive remedy for the Service Provider's failure to provide acceptable Service as set forth above will be to terminate the applicable Order without liability to either Party.

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IN WITNESS WHEREOF, the Parties have executed this Service Attachment, which becomes effective on the date signed by the State.

AGILE NETWORK BUILDERS	THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF INFORMATION TECHNOLOGY ("OIT") ON BEHALF OF THE STATE OF OHIO
 Signature	 Signature
<i>Kyle Quillen</i> Printed Name	<i>STUART R. DAVIS</i> Printed Name
<i>CTO</i> Title	<i>State CIO/Asst Dir</i> Title
<i>3/9/12</i> Date	<i>3/9/12</i> Effective Date