SERVICE ATTACHMENT 2

AGILE OHIO NETWORK ("OHIO NETWORK") CONNECT SERVICES

FOR

MULTI-AGENCY RADIO COMMUNICATION SYSTEM (MARCS)

("MARCS Connect Services")

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SERVICE ATTACHMENT 2
TO THE
MASTER SERVICE AGREEMENT

This Service Attachment 2 ("Service Attachment 2"), 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, is 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"). 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. This Service Attachment provides the Multi-Agency Radio Communication System ("MARCS") with the ability to purchase Connect Services ("MARCS Connect Services") that are offered by the Service Provider.

2. Description of Services

MARCS provides statewide voice and data communications for public safety first responders. The data communication service provides the back bone for state-level law enforcement's Computer Aided Dispatch suites and in-car mobile computer terminals for the State Highway Patrol, the Department of Natural Resources, and the Ohio Emergency Management Agency.

MARCS Connect Services are provided throughout the state-wide network operated by the Service Provider and are configured specific to MARCS performance and operational requirements to carry MARCS voice and data communications traffic across the Ohio Network to the State of Ohio Computer Center ("SOCC") in Columbus, OH.

2.1 Grades of Service

MARCS Connect Services are offered as a Level 3 - Premium Service as defined in Service Attachment 1 of the MSA.

In addition, MARCS data is given top priority on the Ohio Network and the MARCS circuits are also given top priority for trouble ticket resolution.

2.2 Service Component Requirements

The Service Provider will provide MARCS Connect Services by way of an industry standard T-1 RJ45 connection as the demarcation point for the MARCS circuit connection.

2.3 Power Supply

An uninterruptible power supply ("UPS") is not a standard component of the Service and is not included in the configuration or price. It is the Subscribing Entity's responsibility to provide any required UPS mechanism. The Service Provider is not responsible for outages due to power failures or interruptions at the Subscribing Entity's premises, especially as they apply to network availability or service level metrics/credits.

3. Optional Services

No optional Services are offered under this Service Attachment.

4. Service Provider Support Services

The Service Provider will provide Services under this Service Attachment through the Ohio Network – Network Operations Center ("NOC") as detailed in Service Attachment 1 to the Master Services Agreement with the additional support services specific to MARCS and identified herein.

4.1 MARCS Point of Contact

The State will provide an official point of contact that will be the MARCS liaison to the Service Provider responsible for any day-to-day operations issues and decision-making.

5. Fee Structure

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

5.1 Circuit Pricing

This is a Monthly Recurring Charge ("MRC") per circuit for up to 10 Mbps of bandwidth. Circuit pricing includes inside construction / demarcation extensions costs, such that delivery of the Service from the outside of the building to the agreed upon inside location as requested by the Subscribing Entity is provided at no additional cost.

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 term of the Order.

5.3 Term of Order

This component specifies the Service Term of the order between Service Provider and the Subscribing Entity.

6. Pricing

MARCS Circuits are either 5 Mbps provided on a 60 month term Service Term at $620 per month per circuit or 10 Mbps provided on a 60 month Service Term at $760 per month per circuit. Installation Fee is $360 per circuit. Construction Costs are waived.

7. Terms and Conditions

The terms and conditions are as specified in Service Attachment 1 of the MSA with additions or modifications as detailed here.

8. Service Level Definitions

Except as detailed below, Service Level Objectives ("SLOs") for this Service are specified in Service Attachment 1 of the MSA.

9. Service Level Objectives

MARCS Connect Services provided under this Service Attachment will be provided as a Level 3 - Premium GOS as specified in Service Attachment 1 with additional SLOs as specified here.

9.1 MARCS Performance Measures

Upon a successful installation that meets the MARCS Performance Requirements for the MARCS 24 hour turn up test, Service Provider will be required to meet the following performance requirements for Ohio MARCS:

i. Circuit Delay - The end-to-end circuit delay requirement for MARCS is 7 milliseconds or less (5 milliseconds for the Columbus simulcast sites).

ii. MARCS Circuit Bit Error Rates - Due to the critical nature of MARCS communication, MARCS requires a Bit Error Rate ("BER") of 10^{-9} or less. Service Provider will take all steps necessary to meet or exceed this error rate requirement by assisting the MARCS staff in troubleshooting circuits with BERs in excess of this threshold. MARCS will be responsible for the BER measurement and will make those statistics available to Service Provider.

iii. If changes are required by MARCS, and a major redesign or additional infrastructure is required to maintain the MARCS Performance Requirements, then Service Provider

iii. If changes are required by MARCS, and a major redesign or additional infrastructure is required to maintain the MARCS Performance Requirements, then Service Provider shall provide details of options available to MARCS including the associated costs to MARCS.

10. Service Credits

Service Credits will be issued for MARCS Connect Services as specified in Section 10 of Service Attachment 1 of the MSA for the Level 3 - Premium GOS.

11. Installation and Acceptance of Service

Installation and Acceptance of MARCS Connect Services will be as specified in Section 11 of Service Attachment 1 of the MSA and conducted in accordance with the MARCS Circuit Acceptance criteria.

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
Kyle Quillen Printed Name	STUART R DAVIS Printed Name
CTO Title	State CIO/Asst Dir Title
3/9/12 Date	3/9/12 Effective Date