

SERVICE ATTACHMENT 2 COLLOCATION

This Service Attachment (the "Service Attachment"), is between **Bluemile, Inc.** ("Service Provider") having an office at 7775 Walton Parkway, New Albany, Ohio 43054, and **the State of Ohio, Department of Administrative Services,** ("the State"), having its principal place of business at 30 E. Broad St. – 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it 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 June 5, 2012 (the "MSA"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the MSA or elsewhere in this document. Agencies, boards, commissions and Cooperative Purchasing members who purchase under this Agreement with Service Provider will be known as Subscribing Entities.

1. Service Overview

Service Provider provides Collocation Services of which Subscribing Entities can take advantage of Collocation Services allowing Subscribing Entities to move their systems into Service Provider's facilities where they lease space and offload the maintenance of the data center.

2. Description of Service

Collocation Services allows Subscribing Entities of Bluemile, Inc. to collocate their physical systems within Bluemile facilities. Subscribing Entities may select a single or partial rack or individual cages of varying sizes depending upon the Services required. Each Subscribing Entity has access to its own secured collocation environment, which depends upon the Collocation Services selected. Each Subscribing Entity recognizes that other customers are also participating within the collocation facility. It is the Subscribing Entities' responsibility to secure their cabinet or cage. Subscribing Entities may install equipment into their cages that are in agreement with this Service Attachment.

Subscribing Entities may purchase a variety of power options, including AC or DC power. Typically a Subscribing Entity purchases 20 or 30 amp circuits of 120 or 208 volts AC.

Locations are environmentally monitored to ensure continual operations. Bluemile monitors temperature and humidity. Power is obtained from a local service provider in each collocation site and backed up by generators. Power is protected by UPS and depending upon the location may have redundant utilities providing service as an option.

The remote hands and eyes charge is for dispatch labor charges based on hourly rates when Subscribing Entities require Bluemile field tech support with their collocation. Rates for services depend upon the resource required and can be found in Section 5.4 of this document. Rates are increased for after hours, weekends, and Service Provider observed holidays. Service Provider holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Field technicians log work and submit hours for billing based on tickets submitted by the Subscribing Entity that specifically request the services or via a support contract entered into by the Subscribing Entity with the Service Provider. Field engineering rates are defined in Section 5.4.

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Collocation Facts (applies to all of Service Provider's sites unless otherwise noted):

- Depending on service provided, there is a lockable resource such as a cage or cabinet
- Sites have diverse fiber access options
- Connected to multiple carrier networks for multiple access options
- 24x7 facility monitored and access controlled
- Easy to access Bluemile Cloud Infrastructure as a Service (IaaS), backup, and disaster recovery services
- Key card access available for cage spaces as ICB
- Flexibility to meet varying compliance requirements
- SSAE 16 Type II certified facility
- Expandable to over 50,000 square feet
- Ability to meet custom cage size and requirements

3. Optional Services

Service Provider can also provide optional Services to Subscribing Entities. Some of these Services are provided via separate Service Attachments, but other Services related to collocation services are options. If a Subscribing Entity is interested in a related service not described in this Service Attachment, such as adding retina scans or hand geometry as an access measure that the Service Provider does not currently offer, then the Subscribing Entity would work with the Service Provider to investigate these additional options. These are addressed on an Individual Cost Basis (ICB), amendments to this Service Attachment, or additional Service Attachments, whichever is appropriate.

4. Fee Structure

Service Provider is providing the following pricing to deliver their Collocation Services to the Subscribing Entities. The pricing includes Collocation Pricing, Non-Recurring Charges (NRC), Non-Recurring Construction Charges (NRCC), and the Term of the Order placed through the State's Ordering System.

Collocation price covers the Collocation Services that provide the facilities to the Subscribing Entity. This is typically a cabinet or cage and power at a minimum. The NRC covers costs of provisioning the Services, which might include prepping the space or making adjustments per Subscribing Entity requests. The NRCC covers construction costs for any custom build requirements a Subscribing Entity might request for their cages is an ICB. This is all governed by the Term, which provides the length of the collocation contract

Pricing Schedules follow on the next pages.

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5. Pricing Schedules

5.1. 500+ Square Foot Collocation Service Pricing Schedule

This is the pricing for a 500+ Square Foot Collocation Cage in the Columbus Data Center for the 12, 36, and 60 month Terms. The smallest size of collocation cage is 100 square feet (10' x 10'). The largest is 50,000 square feet. Service Provider can also consider other custom arrangements, including separating systems between data centers.

500+ Square Foot Cage Collocation Service Pricing Schedule

Collocation Cage (500+ SQ FT+)				
Service	Non-Recurring Charge	12 Month Contract Monthly Recurring Charge (MRC)	36 Month Contract MRC	60 Month Contract MRC
Per Square Foot Charge	ICB	ICB	ICB	ICB
Metered Power: Per KWh (UPS Power)	ICB	\$0.27700	\$0.27700*	\$0.27700*
Ethernet Cross Connect (Copper)	\$150.00	\$217.50	\$150.00	\$135.00
Single/Multi Mode Fiber Cross Connect	\$150.00	\$290.00	\$200.00	\$150.00
20 amp/120 volt AC Circuit (A&B Feed)	\$500.00	\$429.00	\$390.00	\$350.00
30 amp/120 volt AC Circuit (A&B Feed)	\$500.00	\$645.00	\$584.00	\$525.00
20 Amp/208 volt AC Circuit (A&B Feed)	\$1,000.00	\$860.00	\$780.00	\$700.00
30 Amp/208 volt AC Circuit (A&B Feed)	\$1,000.00	\$1,290.00	\$1,170.00	\$1,050.00
20 amp/120 volt AC Circuit (A Feed)	\$500.00	\$286.14	\$260.13	\$233.45
30 amp/120 volt AC Circuit (A Feed)	\$500.00	\$430.22	\$389.53	\$350.18
20 Amp/208 volt AC Circuit (A Feed)	\$1,000.00	\$573.62	\$520.26	\$466.90
30 Amp/208 volt AC Circuit (A Feed)	\$1,000.00	\$860.43	\$780.39	\$700.35
50 AMP DC Circuit	\$500.00	\$500.00	\$220.00	\$200.00

* Metered power that is longer than 12 months will be reevaluated every 12 months based on cost changes that Bluemile can document. The range of variance is capped at plus or minus 20% of most current rate.

Construction costs for custom cage alignments or options are considered an NRCC and handled with an ICB. Subscribing Entities may select metered power or specific dedicated

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costs. A and B feeds go to different PDUs and different UPS systems to provide redundancy for the power feeds.

5.2. 100+ Square Foot Collocation Service Pricing Schedule

This is the pricing for a 100-500 Square Foot Collocation Cage in the Columbus Data Center for the 12, 36, and 60 month Terms.

100+ Square Foot Cage Collocation Service Pricing Schedule

Collocation Cage (100-500 SQ FT)				
Service	Non-Recurring Charge	12 Month Contract Monthly Recurring Charge (MRC)	36 Month Contract MRC	60 Month Contract MRC
100 Sq/ft Cage	\$2500.00	\$1,300.00	\$1,200.00	\$1,100.00
Other Sq/Ft Cage Combinations	ICB	ICB	ICB	ICB
20 amp/120 volt AC Circuit (A&B Feed)	\$500.00	\$429.00	\$390.00	\$350.00
30 amp/120 volt AC Circuit (A&B Feed)	\$500.00	\$645.00	\$584.00	\$525.00
20 Amp/208 volt AC Circuit (A&B Feed)	\$1,000.00	\$860.00	\$780.00	\$700.00
30 Amp/208 volt AC Circuit (A&B Feed)	\$1,000.00	\$1,290.00	\$1,170.00	\$1,050.00
20 amp/120 volt AC Circuit (A Feed)	\$500.00	\$286.14	\$260.13	\$233.45
30 amp/120 volt AC Circuit (A Feed)	\$500.00	\$430.22	\$389.53	\$350.18
20 Amp/208 volt AC Circuit (A Feed)	\$1,000.00	\$573.62	\$520.26	\$466.90
30 Amp/208 volt AC Circuit (A Feed)	\$1,000.00	\$860.43	\$780.39	\$700.35
Ethernet Cross Connect	\$150.00	\$185.00	\$150.00	\$135.00
Single/Multi Mode Fiber Cross Connect	\$150.00	\$250.00	\$200.00	\$150.00
Metered Power: Per kwh	ICB	\$0.27700	\$0.27700	\$0.27700
Non-Columbus Data Center Power and Square Foot Charge	ICB	ICB	ICB	ICB
50 AMP DC Circuit	\$500.00	\$500.00	\$220.00	\$200.00

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Construction costs for custom cage alignments or options are considered an NRCC and handled with an ICB. Subscribing Entities may select metered power or specific dedicated costs. A and B feeds go to different PDUs and different UPS systems.

5.3. Single or Partial Cabinet Collocation Service Pricing Schedule

This is the pricing for a Single or Partial Cabinet for the 12, 36, and 60 month Terms.

Single or Partial Cabinet Collocation Service Pricing Schedule

Single or Partial Cabinet				
Service	Non-Recurring Charge	12 Month Contract Monthly Recurring Charge (MRC)	36 Month Contract MRC	60 Month Contract MRC
Cabinet (42U)	\$500.00	\$550.00	\$500.00	\$450.00
1/3 Locking Cabinet (14U)	\$250.00	\$275.00	\$250.00	\$225.00
Ethernet Cross Connect	\$150.00	\$185.00	\$150.00	\$135.00
Single/Multi Mode Fiber Cross Connect	\$150.00	\$250.00	\$200.00	\$150.00
20 amp/120 volt AC Circuit (A&B Feed)	\$500.00	\$429.00	\$390.00	\$350.00
30 amp/120 volt AC Circuit (A&B Feed)	\$500.00	\$645.00	\$584.00	\$525.00
20 Amp/208 volt AC Circuit (A&B Feed)	\$1,000.00	\$860.00	\$780.00	\$700.00
30 Amp/208 volt AC Circuit (A&B Feed)	\$1,000.00	\$1,290.00	\$1,170.00	\$1,050.00
20 amp/120 volt AC Circuit (A Feed)	\$500.00	\$286.14	\$260.13	\$233.45
30 amp/120 volt AC Circuit (A Feed)	\$500.00	\$430.22	\$389.53	\$350.18
20 Amp/208 volt AC Circuit (A Feed)	\$1,000.00	\$573.62	\$520.26	\$466.90
30 Amp/208 volt AC Circuit (A Feed)	\$1,000.00	\$860.43	\$780.39	\$700.35
50 AMP DC Circuit	\$500.00	\$500.00	\$220.00	\$200.00

Construction costs for custom cage alignments or options are considered an NRCC and handled with an ICB. Subscribing Entities may select metered power or specific dedicated costs. A and B feeds go to different PDUs and different UPS systems.

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Collocation Non-Recurring Charges – See table above. Any non-recurring charges other than noted in the pricing tables above will be provided on an ICB.

5.4. Professional Services Schedule of Services. The following table provides the fees associated with various professional services offerings available. Subscribing Entities may contract professional services from Service Provider using these rates. In addition, these rates apply to services that Subscribing Entities may require after starting a circuit.

Professional Service Resource	Hourly Rate*	After Hour Rate**	Minimum Commitment	Billing Increment
NOC Service Technician	\$125	\$200	1 hour	30 minute
Field Service Technician	\$150	\$250	1 hour	30 minute
Network Engineer	\$195	\$275	1 hour	30 minute
Security Engineer	\$225	\$295	1 hour	30 minute
Network Operations Project Manager	\$225	\$295	8 hour	1 hour

* Hourly rates are for normal business hours, 8 AM – 5 PM business days, excluding holidays and weekends.

** After hours, weekends, and holiday rates.

5.5. Collocation Services include the following payment options.

- (A) The Subscribing Entity pays for the NRC and NRCC after the work is performed. All MRCs are due on the billing due date.
- (B) The Service Provider may offer the Subscribing Entity an option to amortize the NRC and NRCC over a period of time, not to exceed the Term of the contract for Services. This option may include a management fee to cover the cost of managing the NRC and NRCC. MRCs are due on the billing date.

6. Service Specific Terms & Conditions

The MSA describes many of the common terms and conditions. The terms and conditions in this Service Attachment pertain to the Transport Services described in this document. Early Termination charges for any Transport Service shall equal the sum of: ☐

(A) Fifty percent (50%) of all unpaid amounts for Service(s) provided through the date of termination; plus

(B) any documented termination liability payable to appropriate third parties resulting from the termination (third-parties may include carriers like Time Warner Cable, physical cable installation like EBTI, or vendors such as VMWare or Cisco and are dependent upon the service), which requires a termination fee ICB); plus

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(C) for each minimum volume requirement (the "MVR"), 50% of any and all corresponding minimum volume commitments and charges, less amounts previously paid by Subscribing Entity toward that specific MVR (the MVR is the minimum amount of a total contract by a Subscribing Entity with the Service Provider); or

(D) In the event no MVR is stated in a given service order within the State's Ordering System, 50% of the monthly recurring charges at rates defined above for all months remaining in the applicable Service Order Form (SOF) Term.

Logically this would work out to be: $A + B + (C \text{ or } D)$

Early Termination Charges. Early Termination charges do not apply in the event of non appropriation of funds or if Bluemile is in default based on the Terms of the Master Service Agreement.

Expedite Fees. If the Subscribing Entity wishes to speed the acquisition of services they may consider Expedite Fees. These are the costs associated with expediting the installation of a Service which may include a per circuit charge, which might vary depending on the Service being expedited and any underlying carriers that may impose expedite fees. These fees will be presented at the time of pricing request. Service Provider reserves the right to determine if it can accommodate an expedite installation request. There may be an ICB quote provided to meet the expedited Service. Subscribing Entity must include the expedite quote in any Order placed requiring such service.

Additional Services. It is possible for the Subscribing Entity to add Additional Services. This is done through the State's Ordering System. Subscribing Entities may add Services: (a) during the Term of the initial Order, staying within that Term, or (b) during the initial Term and extend the Term of the applicable order. The price will be determined in this Service Attachment to the nearest full length of billing Term remaining. For example, if a Service is added half-way through an existing contract, to run concurrently, that new service would be at the higher rate associated with the shorter term. Service Provider and Subscribing Entity may extend the existing contract Term to match the new Service Term if mutually agreeable.

Change Services. Subscribing Entities may also change Services subject to this Service Attachment and the MSA. The bandwidth or Service type may change to meet changing needs of the Subscribing Entity with a minimum of 30 days written notice via the State's Ordering System. The new MRC is based on the Service contract to the nearest full term of billing remaining on the Contract. Change in service type might require additional NRC or other costs, which are evaluated on an ICB. Additionally, changes to a lower cost service will invoke Early Termination charges as described in the MSA unless mutually agreed upon by both parties.

- 7. Service Level Agreement and Schedule of Credits** - This Service Level Agreement becomes effective upon the first day Subscribing Entity utilizes Collocation Services.

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Power Availability

Service Provider is committed to providing the highest availability power systems to our Subscribing Entities. With that goal, Service Provider's Power Availability for all power circuits provided by Bluemile is 99.99%.

Service Providers Power Availability is defined as the percentage of minutes in a rolling 30-day period a Subscribing Entity's power circuit did not experience a Service Outage in that month. Power Availability as a percentage for each circuit is calculated (billing period is a calendar month):

$$1 - (\text{Time to restore service for all power circuit outages in a billing period} / \text{Total minutes in the same period}) \times 100$$

The availability commitment does not account for scheduled outages on Service Provider's Power Plant or Subscribing Entity's Circuits, Fuse Breaker trips resulting from Subscribing Entity misuse or overload, or events outside of Service Provider's control, including, but not limited to, force majeure events or Subscribing Entity equipment outages not directly caused by Bluemile, Inc.

Collocation downtime is calculated commencing with the date and time on which the Subscribing Entity contacts Service Provider and a trouble ticket is opened, and ending upon confirmation from Service Provider that the Service is restored.

Cooling & Conditioning Systems

Cooling and conditioning provided by Service Provider to its Collocation Subscribing Entities is very important to the continued operation of critical systems. Service Provider's Cooling and Air Conditioning range for is 22 to 24 degrees Celsius average ambient temperature and between 45%-55% relative atmospheric humidity; both as measured at eye level on average in the facility. Bluemile will walk the cage floor at Subscribing Entity's request to check for proper airflow and change tiles as needed. Subscribing Entity shall adhere to common industry rack and equipment placement strategies. Subscribing Entities that are Collocation customers purchasing only a rack or partial rack can take advantage of Service Provider's previously laid out hot isle, cold isle configuration. Service Provider will extend to Subscribing Entity one day of credit (1/30th of the monthly fees) for the applicable location(s) per each hour the cooling system is not above specification when identified by Subscribing Entity and verified by Bluemile personnel.

Severe And Chronic Problems

A Subscribing Entity is experiencing a Severe Problem if the aggregate Service Outage Time or Service Out of Specification Time experienced is in excess of twenty-four (24) hours in any rolling 30-day period. If a subsequent Severe Problem occurs within one rolling 30-day period following the rolling 30-day period in which a Subscribing Entity experienced a Severe Problem, the problem will be considered Chronic.

Upon verification of a Chronic Problem, a Subscribing Entity may request that Service Provider release subscribing entity from Collocation Services and any applicable Early Termination Fees will be waived.

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Customer Equipment

Subscribing Entity will be responsible for any damage to Equipment located in the Collocation Facility caused by the Subscribing Entity's fault or negligence.

Credit Availability

It is the Subscribing Entity's responsibility to identify and request all valid SLA claims and corresponding credits. To be eligible for service credits, Subscribing Entity must first report outage or service out of specification events to Bluemile's National Support Center at 1-866-384-7587 and listen for the NOC support option and a trouble ticket must be opened. Please request a ticket number from the Service Provider representative in order to track the incident and make the credit easier to arrange. Service Provider will notify Subscribing Entity of its resolution of the reported outage. Subscribing Entity must claim any applicable service credits by calling Bluemile Accounts Receivable at 1-866-384-7587 within fifteen (15) calendar days of the notice of resolution of the reported incident. Service Provider will apply any service credits to the Subscribing Entity's next monthly invoice.

Service Outage

For purposes of this SLA, a "Service Outage" will mean an unavailability of Power or a deficiency in the environmental controls (temperature and humidity) as defined above; provided that a Service Outage will not be deemed to have occurred in the event that it arises from or relates to any of the following:

- (i) a cage, power or related service has not been accepted by Subscribing Entity;
- (ii) the negligence, error, acts or omissions of Subscribing Entity or others authorized by Subscribing Entity to use the Service;
- (iii) failure of Subscribing Entity provided equipment;
- (iv) during any period in which Service Provider or its agents are not afforded access to the premises (collocated cage and equipment if necessary) under Subscribing Entity's control where the access lines or items associated with the Service are terminated;
- (v) during any period when Subscribing Entity has released Service to Service Provider for maintenance or rearrangement purposes (including, without limitation, during any Routine Network Maintenance);
- (vi) any period when Subscribing Entity elects not to release the Service for testing or grant appropriate access and/or repair and continues to use it on an impaired basis;
- (vii) a breach by Subscribing Entity of its obligations under the MSA or this SLA.

8. Maintenance

Service Provider will occasionally have to perform **routine or preventative maintenance** of the facilities. Service Provider will use reasonable efforts to provide ten (10) days notice to Subscribing Entities of all Routine Maintenance that could affect Subscribing Entities' Services. In some cases Service Provider will need to address Routine Maintenance needs quickly in order to address serious security or performance concerns. In these situations all attempts will be made to provide a reasonable level of notice to Subscribing Entities about

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the upcoming changes and potential impacts. Routine Maintenance does not factor against SLA measurements.

The standard window for Routine Maintenance will be 12 AM until 6 AM local time daily. Bluemile will provide at least 10 days notice to the contact listed for the Subscribing Entities. The notification will reference the start time, expected duration, proposed or required changes, and other pertinent information. Service Provider will internally devise a backout strategy that may or may not be communicated to the Subscribing Entities.

Service Provider may conduct maintenance that requires a longer service window. If a longer window is required, Subscribing Entity will be notified for approval and to set a schedule for the maintenance window. Subscribing Entities will be informed as soon as possible and the Service Provider will endeavor to conduct longer service outages over weekends if possible.

It might be necessary to perform **Emergency Maintenance**. This might include important fixes or updates that need to be applied outside the standard Routine Maintenance Window described above. Service Provider will provide as much notice as is possible through email to contacts listed by the Subscribing Entities.

Subscribing Entities are encouraged to enter service calls for Service issues they experience – need contact information. If the cause is identified as an issue with the Subscribing Entity and not with the Service Provider than the Service Provider may, at Service Provider's discretion, provide the Subscribing Entity with a bill for services on a time and material basis using Service Provider's current applicable rates. Current applicable rates are published in the Service Attachment or via amendments to this Service Attachment. This Service Attachment lists current rates in Section 5.4.

9. Service Provider maintains a Network Operations Center (NOC) staffed (24) hours per day, seven (7) days per week year round for the Subscribing Entity to open Service Tickets, receive status on existing tickets, and escalate issues when appropriate even for issues relating to Collocation Services. Service Provider's staff is knowledgeable employees in the appropriate fields, the Service Provider's products, and services, and basic troubleshooting techniques. The Subscribing Entity NOC can be contacted at **(866) 384-7587** or noc@bluemilenetworks.com.
10. **Reporting** – Within thirty (30) days of the close of a quarter the Service Provider will provide a report to the State of Ohio that lists all of the Services associated with this Service Attachment that Subscribing Entities were using in the previous quarter. The report will be tabular and will include the following fields, if appropriate, at a minimum: Subscribing Entity, Service Type, Services Assigned, Power billed, collocation charges, billing MRC, Invoice Number, Invoice Amount, Amount of Invoice Paid, Billing Account Number, Billing Contact, Billing Start Date, Site Contacts, State Order Number, and potentially other information.
11. **Cost Recovery Fee (CRF)** – The Cost Recovery Fee is payable by the Service Provider to the State of Ohio. These fees are for the management and administration of the Services in the State's system. The Service Provider will generate a report within thirty (30) days of the end of each quarter. This report, described above, will provide details about the Services associated with this Service Agreement that were invoiced and paid within the previous

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quarter. The State of Ohio Department of Administrative Services will review the report against their records and generate an invoice for 2% of the Services paid during the preceding quarter. The Service Provider will pay the invoice for the quarterly Services paid as a Cost recovery Fee within 30 days of receipt.

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IN WITNESS WHEREOF, the Parties have executed this Service Attachment that shall be effective on the date signed by the State, "Effective Date".

BLUEMILE, INC.

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature



Signature

Michael Manlove

Printed Name

Robert Blair/SRD

Printed Name

President

Title

DAS Dir/Asst. Dir State CRO

Title

7/20/12

Date

7/23/12

Effective Date

20-1435654

Federal Tax ID

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Service Provider affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Service Provider and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Service Provider shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Service Provider to sanctions. If the Service Provider will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Service Provider:

226 North 5th St
(Address)

Columbus, OH 43215
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

BlueBridge
(Name)

1255 Euclid Ave, Cleveland
OH 44115
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Service Provider:

226 North St
(Address)

Columbus OH 43215
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

BlueBridge
(Name)

1255 Euclid Ave, Cleveland
OH 44115
(Address, City, State, Zip)

ESTI
(Name)

Client Site
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

226 North 5th St.
(Address)

Columbus Ohio 43215
(City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

Bluebird
(Name)

1255 Euclid Ave, Cleveland Ohio 44115
(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Service Provider or its subcontractors before, during and after execution of any Contract with the State. Service Provider agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Service Provider to perform the services outside the United States.

On behalf of the Service Provider, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Service Provider may enter into with the State and is incorporated therein.

By:

[Signature]
Service Provider's Signature

Michael Manlove
Printed Name

President
Title

7/20/12
Date