

**OneCommunity
Service Attachment 1
Ethernet and Internet Services**

This Service Attachment (the "Service Attachment"), is between OneCommunity ("Service Provider") having an office at 800 West St.Clair Ave, 2nd Floor, Cleveland, Ohio 44113, and the State of Ohio, Department of Administrative Services, ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Services Agreement between the Parties dated 2/16/2012.

1. Service Overview - Ethernet

OneCommunity's Ethernet network enables Subscribing Entities to receive reliable data transmission to meet network design requirements.

2. Description of Service

Ethernet Access

OneCommunity offers scalable bandwidth from 10 Mb/s to 40 Gb/s. OneCommunity is carrier neutral, allowing Subscribing Entities to leverage existing last mile or long-haul contracts without compromising data integrity, security or service levels. In addition, OneCommunity operates a full end-to-end Multi Protocol Label Switching (MPLS) network service providing high reliability and availability.

OneCommunity's regional ultra high-speed fiber-optic rings facilitate point-to-multipoint connectivity and multipoint interconnections while reducing the need for expensive outlays for routers, switches, hardware and inflexible proprietary carrier contracts. OneCommunity can incorporate existing elements of Subscribing Entities' current network architecture, including T1s, Frame Relay, DSL, MPLS, SONET, or ATM.

Internet

At the heart of One Community's regional intranet are multiple high-speed connections to separate Tier 1 IP backbones at speeds up to 10Gbps or greater. One Community's high speed network connections are capable of providing high availability, diversity and redundancy to our upstream Tier 1 IP network providers and the country's leading research and education networks, including Internet2 and the National Lambda Rail.

OneCommunity's Intranet and Internet services are constantly monitored, and Subscribing Entities have access to their network statistics and Internet speed and performance. The Service is scalable, with network point-to-point access speeds ranging from 10 Mb to 10 Gigabit.

Service Level Agreements

(Table A) NETWORK PERFORMANCE SERVICE LEVELS			
NETWORK UPTIME	DESCRIPTION: The SLA for uptime is defined as the amount of time a <u>Subscribing Entity</u> has service as measured within a 30 day period. Planned or Emergency Maintenance events are not factored into the Service Uptime Calculation. <u>OneCommunity</u> calculates network uptime during a calendar month as follows: Availability (within calendar month) = (total min of unavailability in month)/ (total min in month)		
	OneCommunity's basic Service Level Agreement for Network uptime for managed Ethernet, MPLS, VPN and Internet Service Delivery	99.99%	
MEAN TIME TO REPAIR	DESCRIPTION: Mean Time to Repair (MTTR) SLA are based upon the amount of time it takes to restore <u>Services</u> measured from the time the ticket is opened with OneCommunity via phone or email to the time the ticket is closed. MTTR times vary based on whether the problem being addressed physically resides on the <u>OneCommunity Network</u> (On-Net) or on a third party provider/ <u>Subscribing Entity's</u> network (Off-Net).		
	OneCommunity On-Net Services	Four (4) Hrs.	
	OneCommunity Off-Net Services	Six (6) Hrs.	
	Note: Force Majeure acts are not covered under <u>OneCommunity's</u> MTTR SLA. <u>Force Majeure</u> includes, without limitation: fire, flood, lightning, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.		
(Table B) SERVICE OUTAGE CLASSIFICATIONS			
SEV 0	Catastrophic	Any network outages affecting multiple connections to multiple locations.	
SEV 1	Critical	An outage affecting a single <u>Subscribing Entity</u> where service is unavailable for use.	
SEV 2	Major	An outage affecting a single <u>Subscribing Entity</u> where service is intermittent but still usable.	
SEV 3	Minor (Acknowledgement; Monitoring)	An outage affecting one <u>Subscribing Entity</u> where service is available but service is slow or minor packet loss; An outage affecting a single <u>Subscribing Entity</u> ; service is available but specific applications are slow or not operating properly with <u>Subscribing Entity</u> configuration; Proactive troubleshooting to locate an issue before it becomes a minor, major, or critical issue.	
(Table C) Service Outage Credits			
Instance of Network Outage	Credit Against the Appropriate Month's Service	Instance of Network Outage	Credit Against the Appropriate Month's Service
< 1 Hour	0%	8 Hours to < 24 Hours	50%
1 Hour to < 8 Hours	25%	>= 24 Hours	100%
Service Level Agreements			
Grade of Service Distinctions and parameters.	Latency: Min 1ms / Average 3ms / Max 12ms Jitter: min 10us / Average 1ms / Max 50ms Packet Delivery Rate: 99.999%		
Connection Specifications	Connections are on MPLS EVC connection from A Location to Z Location. All services native on OneCommunity fiber optics network will be delivered to the premise via fiber optics, Connections to the <u>Subscribing Entity</u> can be either electrical (Copper) or Fiber Optics.		
MAC Address Limitations	Standard is 520 MAC addresses per connection, but can be raised to 2500 if indicated		
CIR Requirements	CIR is ordered rate, no oversubscription, circuit is burstable to 110% of CIR		
EVC specifications/limitations	EVC is configured to the <u>Subscribing Entity's</u> specifications. EVC can support tagged and untagged frames from <u>Subscribing Entity</u> . There is no limitation the EVC id the circuit conforms to modern Ethernet standards.		
SLO language	<p>Service outage credits: The service outage credits will be based on the type of service the <u>Subscribing Entity</u> requires and will be indicated in the contract.</p> <p>Circuit Installation: This will vary due to build parameters, this usually varies from 45 days to 120 days.</p> <p>Routing remote changes: any change that may affect <u>Subscribing Entity's</u> service is performed during a maintenance window from 12:01am – 6:00am. All changes are sent to <u>Subscribing Entity's</u> 2 weeks prior to change.</p> <p>SLA/SLO requirements: A Portal will be provided to the <u>Subscribing Entity</u> to monitor circuit status and real-time statistics of the connection.</p> <p>Service center: OneCommunity has a 24x7 network operations center that can assist in any trouble related issues. All contact and escalation procedures will be given upon contract signature.</p> <p>Proactive monitoring: All circuits are monitored by the Network Operations Center 24x7, in the event of an outage the NOC will contact the <u>Subscribing Entity</u>.</p> <p>Persistent Breaches: In the event a circuit has critical outages, the circuit will be re-engineered to meet the <u>Subscribing Entity's</u> needs, In the event that OneCommunity cannot meet the <u>Subscribing Entity's</u> needs, the this contract and the MSA shall cover the <u>Subscribing Entity's</u> course of action.</p>		

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3. Fee Structure

- Pricing is based on a per circuit basis.
- Pricing is valid on a point to point connection between any points within the OneCommunity service area.
- Install is based on a standard copper or fiber hand-off installation where OneCommunity currently has fiber installed. If construction is required, construction costs are quoted on an Individual Case Basis (ICB).
- Install and construction fees are due 30 days after install completion.
- Internet Service requires Ethernet Service.

Ethernet Access

Port Speed (Mbps)	MRC 12 Month Term	MRC 24 Month Term	MRC 36 Month Term	MRC 48 Month Term	MRC 60 Month Term	Non-Recurring Installation Fee	Non-Recurring Construction Costs
10	\$610	\$520	\$450	\$400	\$340	Waived	ICB
20	\$640	\$550	\$480	\$410	\$360	Waived	ICB
50	\$860	\$720	\$630	\$550	\$480	Waived	ICB
100	\$900	\$740	\$650	\$560	\$490	Waived	ICB
250	\$1,200	\$1,000	\$880	\$760	\$660	Waived	ICB
500	\$1,600	\$1,300	\$1,100	\$1,010	\$880	Waived	ICB
1000	\$2,000	\$1,750	\$1,500	\$1,300	\$1,190	Waived	ICB
10000	ICB	ICB	ICB	ICB	ICB	Waived	ICB
40000	ICB	ICB	ICB	ICB	ICB	ICB	ICB

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Internet Pricing

Min(Mb)	Max (Mb)	Price
0	9	\$ 20.00
10	39	\$ 18.00
40	99	\$ 16.00
100	399	\$ 13.00
400	999	\$ 10.00
1,000	1,749	\$ 8.00
1,750	2,999	\$ 7.00
3,000	Above	\$ 6.00

4. Terms and Conditions

4.1 Basic Services. The basic services provided by OneCommunity to Subscribing Entity are:

- a. Design and Installation. Assistance in the circuit design, selection and installation of the connection between the Subscribing Entity Network and the OneCommunity Network.
- b. Equipment Selection and Acquisition. Purchase, installation, maintenance and operation of OneCommunity Network equipment at the Subscribing Entity site, if required.
- c. Minimum Guaranteed Bandwidth. A 1.5 Mbps to 10 Gbps connection between the Subscribing Entity site and the OneCommunity Network and the Internet. The interface between this connection and the Subscribing Entity's router consists of a single-mode or multi-mode fiber or copper 100/1000/10000 Mbps Ethernet connection, as agreed between the Parties. The contracted Port Speed represents the Minimum Guaranteed Bandwidth to be provided by OneCommunity. This is monitored monthly. Unless otherwise provided for, Subscribing Entity provides the 1 Gbps to 10 Gbps interface on the Subscribing Entity's switch or router.
- d. IP Transport between each Subscribing Entity site and:
 1. Other Subscribing Entity sites connected to the OneCommunity Network.
 2. Other OneCommunity Subscribing Entity sites and services.
- e. Internet Dedicated internet access is available for purchase by any Ethernet Subscribing Entity.
- f. Early termination fee – Subscribing Entity will be subject to an early termination fee for any service terminated prior the completion of the existing Term. Termination fee will be equal to balance of months in the original Term plus the same pro-rata share of any construction costs that were waived based upon the initial Term but in no case will the termination charges exceed 50% of the value of the remaining Term.

5. Ownership of Connection

Any Connection from the OneCommunity Network up to the Demarcation Point becomes part of the OneCommunity Network upon installation and Subscribing Entity full payment. Subscribing Entity has no ownership interest in the connection up to the Demarcation Point.

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6. Bandwidth Increases and Additional Sites

Service Upgrades. At any time, Subscribing Entity may elect, with the issuance of an Order to increase the bandwidth of its connection to the OneCommunity Network or the number of Subscribing Entity sites connected to the OneCommunity Network. As part of a Service Upgrade, Subscribing Entity will use best efforts to cooperate with OneCommunity in coordinating the engineering, installation, testing and production use of the new connection except as provided elsewhere in this Service Attachment. If the Service Upgrade imposes different requirements for environmental conditions, supplemental equipment or similar items, Subscribing Entity will have the option to comply with those requirements and acquire (either directly or through OneCommunity) the necessary equipment and pay any and all OneCommunity Fees due under the respective Order, continue the Service according to the original Terms, or terminate the Service subject to section 4.1.f.

7. Equipment Recommendations

Subscribing Entity agrees to use best efforts to house OneCommunity equipment in accordance to the "Environmental Recommendations" provided by OneCommunity. This includes the provisioning of power and space for equipment required to operate connection at Subscribing Entity site to OneCommunity Network.

8. Subcontractors/Third-Parties

The State recognizes that it may be necessary for the Service Provider to use subcontractors or third parties to perform portions of the work under the Agreement. In those circumstances, the Service Provider assumes responsibility for all sub-contracting and third party manufacturer work performed under the Agreement. In addition, all subcontractors agree to be bound by all of the Terms and Conditions and specifications of the Agreement. The Contractor will be the sole point of contact with regard to all contractual matters and resolutions.

Signatures on Following Page

**OneCommunity
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In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

ONE COMMUNITY

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

Brett Lindsey
Signature

Robert Blair/srd
Signature

BRETT LINDSEY
Printed Name

Robert Blair/srd
Printed Name

COO
Title

DAS Director
Assistant Director/CIO
Title

4/8/14
Date

5/12/14
Effective Date

52-2443602

Federal Tax ID