

# Terms and Conditions

## Service Attachment #2

This Service Attachment (the "Service Attachment"), is between **Time Warner Entertainment Company, L.P. on behalf of itself and its divisions and affiliates** ("Vendor") having an office at 1015 Olentangy River Road, Columbus, Ohio 43212, and the **State of Ohio, Department of Administrative Services, Office of Information Technology** ("the State"), having its principal place of business at 1320 Arthur E. Adams Drive, 3rd Floor, Columbus, OH 43221 (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 September 2, 2009 (the "MSA"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the MSA.

### 1 Service Overview

- 1.1 Metro Ethernet technology combines the flexibility and simplicity of Ethernet with the speed and reliability of a local fiber optic infrastructure. Vendor ELAN Ethernet Services is a **multipoint Ethernet fiber** solution that is designed to interconnect Subscribing Entity Local Area Networks ("LAN's"). Ethernet Solutions provide customers with highly efficient, cost-effective solutions for communicating across multiple locations within a metropolitan area. The services are ideal for organizations that want to link buildings in a metropolitan area through broadband connections in order to share information across employees, customers and suppliers and other users. These solutions also provide expanded service levels that will give businesses a wider selection in the type of service level they want and support bandwidths ranging from 1.5 Mbps to 10 Gbps.
- 1.2 TWC's Ethernet Solutions can be configured in a variety of ways, including point-to-point (see eLINE services) and multipoint (eLAN).

### 2 Description of Service

- 2.1 Multipoint connectivity over TWC's fiber network to interconnect customers with high bandwidth, multi-site needs. MultiPoint Connectivity connects your multiple locations using a channel dedicated to your traffic. You can send traffic from any location to any location. *\*Not all configurations available in all TWC locations. Some restrictions may apply.*
- 2.2 Vendor will place Customer Premises Equipment (CPE) at the Subscribing Entity's premises to connect the location via fiber to other common locations as set bandwidth.

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- 2.3 Our eLAN service uses Ethernet switches interconnected with multi-Gigabit Ethernet fiber links. You receive dedicated access, via an industry standard Ethernet port, to a highly available TWC core network. Multiple customers ride the multi-Gigabit Ethernet ring and share the available bandwidth. Each customer's traffic is uniquely identified and securely separated across the shared network.
- 2.4 Limitation of 100 MAC addresses per port applies. On an individual case basis TWC will consider additional MAC addressing requirements.

## 3 Optional Service(s)

All optional services are quoted on an Individual Case Basis (ICB). Please contact your account executive for pricing.

- 3.1 Internet Access. Internet access can be delivered to Subscribing Entities via an additional port. Internet access pricing is set forth in this Service Attachment.
- 3.2 Protected Services are available on an Individual Case Basis (ICB) including but not limited to:
  - 3.2.1 Dual Subscribing Entity entrance (Dual Entrance).
  - 3.2.2 Dual fiber paths (Dual Path) to the nearest Vendor hub site.
  - 3.2.3 Diverse Vendor hub site (Dual Hub) architecture.
  - 3.2.4 Dual Vendor CPE equipment.
  - 3.2.5 Dual Power Supplies within the Vendor CPE equipment.
  - 3.2.6 Static IP Addressing.

## 4 Fee Structure

Vendor is providing the following pricing to deliver our ELAN Ethernet fiber services to the Subscribing Entities. The pricing consists of the following components:

- 4.1 Port Pricing: This is the monthly recurring charge (MRC) for the port to the TWC network. This pricing is dependent upon the amount of bandwidth ordered as well as the term of the order. Port pricing includes inside construction/dmarc extensions costs, such that delivery of the services from the outside

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of the building to the mutually agreed upon inside location as requested by the Subscribing Entity is provided at no additional cost.

- 4.2 Non-Recurring Installation Fee: This component consists of the necessary costs to install the port. It is a flat fee regardless of the term of the order, the MRC or the amount of any Non-Recurring Costs.
- 4.3 Non-Recurring Construction Cost: This component consists of the necessary expenses to deliver the Vendor services to the outside Subscribing Entity location. Due to the individual requirements at each location, this component is calculated on an ICB.
- 4.4 Term of Order: This component specifies the term of the order between Vendor and the Subscribing Entity and provides discounts based on the term of the order purchased.

## 5 Pricing Schedules

### 5.1 ELAN Multipoint Ethernet Service Pricing Schedule

- 5.1.1 Pricing is based on a per port to the TWC network basis.
- 5.1.2 Delivery of the port to the Subscribing Entity's location can be either: (a) multiple common Subscribing Entity locations, or (b) multiple connections between Subscribing Entity locations and the State of Ohio Broadband Network (location defined by Vendor).
- 5.1.3 ELAN Multipoint Ethernet Connection Service Pricing Schedules.

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## ELAN Multipoint Ethernet Connection Service Pricing Schedule

<u>Port Speed (Mbps)</u>	<u>MRC 12 Month Term</u>	<u>MRC 24 Month Term</u>	<u>MRC 36 Month Term</u>	<u>MRC 48 Month Term</u>	<u>MRC 60 Month Term</u>	<u>Non- Recurring Installation Fee</u>	<u>Non- Recurring Construction Costs<sup>2</sup></u>
1.5	\$394	\$342	\$298	\$259	\$225	\$1,500	ICB
3	\$516	\$449	\$390	\$339	\$295	\$1,500	ICB
5	\$610	\$531	\$462	\$401	\$349	\$1,500	ICB
10	\$857	\$745	\$648	\$564	\$490	\$1,500	ICB
20	\$943	\$820	\$713	\$620	\$539	\$1,500	ICB
25	\$978	\$850	\$739	\$643	\$559	\$1,500	ICB
50	\$1,111	\$966	\$840	\$730	\$635	\$1,500	ICB
100	\$1,264	\$1,099	\$956	\$765	\$665	\$1,500	ICB
500	\$1,992	\$1,732	\$1,508	\$1,310	\$1,139	\$1,500	ICB
1000	\$2,512	\$2,253	\$2,020	\$1,812	\$1,625	\$1,500	ICB

5.2 Construction costs and MRCs for ELAN Multipoint Ethernet Service can be paid in the following manners:

- 5.2.1 Subscribing Entity pays ALL construction costs and installation fees up-front and the applicable MRCs when due.
- 5.2.2 Subscribing Entity pre-pays ALL fees up-front including any applicable construction costs, installation fees and all MRCs.
- 5.2.3 Subscribing Entity pays MRCs for the duration of the term of the order and requests that the Vendor amortize all or part of the construction costs and/or installation fees over the remaining

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term of the then-current fiscal year or Term of Order, whichever is less. For an additional fee and on an ICB, the Subscribing Entity and the Vendor may agree to the amortization of all or part of the construction costs and/or installation fees over a term longer than the remaining then-current fiscal year. In either case, the applicable order will identify what portion of the monthly billed MRC reflects such amortized construction costs and/or installation fees.

### 5.3 Internet Service Pricing

- 5.3.1 Pricing requires the Subscribing Entity to have ordered a separate connection to the Vendor network pursuant to this Service Attachment.
- 5.3.2 Internet Service Pricing consists of a MRC, an installation fee, and a term of order.
- 5.3.3 Internet to be delivered via separate physical port to Subscribing entity.

Internet Service Pricing Schedule (eLine or eLAN connection required)

<u>Port Speed</u> <u>(Mbps)</u>	<u>MRC</u> <u>12 Month</u> <u>Term</u>	<u>MRC</u> <u>24 Month</u> <u>Term</u>	<u>MRC</u> <u>36 Month</u> <u>Term</u>	<u>MRC</u> <u>48 Month</u> <u>Term</u>	<u>MRC</u> <u>60 Month</u> <u>Term</u>	<u>Non-</u> <u>Recurring</u> <u>Installation</u> <u>Fee</u>	<u>Non-</u> <u>Recurring</u> <u>Construction</u> <u>Costs</u> <sup>1</sup>
1.5	\$185	\$145	\$110	\$100	\$90	\$500	N/A
3	\$320	\$259	\$198	\$175	\$150	\$500	N/A
5	\$480	\$388	\$297	\$250	\$225	\$500	N/A
10	\$855	\$690	\$528	\$465	\$400	\$500	N/A
20	\$1,350	\$1,098	\$845	\$800	\$772	\$500	N/A
25	\$1,875	\$1,515	\$1,155	\$1,025	\$900	\$500	N/A
50	\$3,200	\$2,590	\$1,980	\$1,725	\$1,500	\$500	N/A

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100	\$5,350	\$4,325	\$3,300	\$2,900	\$2,500	\$500	N/A
500	\$23,154	\$19,065	\$14,970	\$13,375	\$11,770	\$500	N/A
1000	\$34,058	\$29,669	\$25,280	\$27,480	\$19,680	\$500	N/A

<sup>1</sup> no construction costs. Construction costs are associated with the required eLine or eLAN connection.

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### 6.1 Early Disconnection Charges

6.1.1 As used in the MSA, the "Early Disconnection Charges" with respect to a particular port shall equal the sum of:  
 (A) fifty percent (50%) of the MRCs that would have been due for the remainder of the initial term of order or the then-current renewal term (exclusive of any discount previously received by Subscribing Entity), plus (B) any unpaid installation or construction fee(s) or other applicable fees set forth in the applicable order, including any amortized portions thereof as set forth in the applicable order.

6.1.2 Examples of calculation of an Early Disconnection Charge:  
 (For purposes of each example, assume a 10 MB port. For pricing information, please refer to the applicable "ELAN Multipoint Ethernet Port Service Pricing Schedule" listed previously in this Service Attachment.)

Example 1: Disconnection after 18 months of a 24 month term

Early Disconnection Charge = (A) + (B)

(A) \$ 2,550 (6 months remaining x \$850 MRC x 50%)

(B) = any remaining unpaid installation, construction, or other fees

Example 2: Disconnection after 40 months of a 48 month term

Early Disconnection Charge = (A) + (B)

(A) \$ 2916 (8 months remaining x \$ 729 MRC x 50%)

(B) any remaining unpaid installation, construction, or other fees

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## 6.2 Expedite Fees

- 6.2.1 Expedite Fees. These are the costs associated with expediting the installation of a Service which may include a per port charge. Vendor reserves the right to determine if it can accommodate an expedite installation request. This option may be provided on a ICB.

## 6.3 Adding Service(s)

- 6.3.1 Subject to the provisions of the Agreement, the Subscribing Entity may add additional services through the TSR System. Services may be added: (a) during the initial term of the applicable order and stay within the term of the applicable order, or (b) during the initial term and extend the term of the applicable order. The pricing will be based on the pricing set forth within this Service Attachment with a term of the nearest lesser full year, using the Bill Date (as that term is defined in Section 13.1) as the start of the term for the added service (e.g.: Subscribing Entity wants to add 10 mbps of internet 35 months into a 60 month order and receives a Bill Date for the added service 37 months into the 60 month order, then the order for the added service will be based on 12 month pricing).

## 6.4 Change of Service(s)

- 6.4.1 Subject to the provisions of the Agreement, the Subscribing Entity may change the bandwidth of the service under a particular order during the term of the order upon thirty (30) days written notice if Vendor is notified of the request through the TSR system. MRCs for the changed service will then be based on the nearest lesser full-year term remaining in the applicable order, using the Bill Date as the start of the term for the added service (e.g.: Subscribing Entity wants to reduce its Ethernet bandwidth from 20 MB to 10 MB 35 months into a 60 month order and receives a Bill Date for the changed service 37 months into the 60 month order, then the order for the changed service will be based on 12 month pricing). Notwithstanding the foregoing, any Early Disconnection Charges will be calculated based on the original MRC under the order for the applicable term of the terminated port.

- 6.4.2 Example of an Early Disconnection Charge Following a Change of Service:

(For pricing information, please refer to the applicable "ELAN Multipoint Ethernet Port Service Pricing Schedule" listed previously in this Service Attachment.)

Example 1: Disconnection after 30 months of the original 36 month term

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Original Service = 25 MB port with a 36 month term (MRC = \$950)

Changed Service = 50 MB (8 months into the initial 36 month term)

MRC for Changed Service = \$1,150 (50 MB at the 24 month term rate for the remaining 28 months)

Early Disconnection Charge = (A) + (B)

(A) \$2,850 (6 months remaining x \$950 MRC x 50%)

(B) any remaining unpaid installation, construction, or other fees

Example 2: Disconnection after 22 months of a 36 month renewal term

Original Service for renewal term = 50 MB port with a 36 month term (MRC = \$1,075)

Changed Service = 10 MB (18 months into the 36 month renewal term)

MRC for Changed Service = \$1,500 (10 MB at the 12 month term rate for the remaining 18 months)

Early Disconnection Charge = (A) + (B)

(A) \$7,525 (14 months remaining x \$1,075 MRC x 50%)

(B) any remaining unpaid installation, construction, or other fees

## 6.5 Delay Installation Request

6.5.1 The Subscribing Entity(s) may request to delay installation for up to thirty (30) days following the original installation date at NO CHARGE if Vendor is notified of the request through the TSR system at least ten (10) days prior to the original installation date.

## 7 Service Level Agreement for ELAN Ethernet Service

This document contains Vendor's Service Level Agreement (SLA) and associated Service Level Objectives (SLO) for network performance and operational measurements that will be provided with Vendor's ELAN Ethernet Service (referred to in this SLA as the "Service").

### 7.1 Network Performance

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7.1.1 The calculation of Network Availability commences after the Subscribing Entity opens a trouble ticket based on unavailability of the Service ("Trouble Ticket") with Vendor, and is based on the availability of the Service during the monthly Service billing period in which the Subscribing Entity opens the Trouble Ticket, or when Vendor becomes aware of a Service impacting network issue. Network Availability is calculated on reported or discovered Outages (as defined in Section 10.2 below).

7.1.2 Network availability ("Network Availability") is calculated as follows:

$$\text{Network Availability (\%)} = 100 \% - \left( \frac{\text{Total number of minutes of port Service Outages per month by ticket}}{\text{Total number of days in month} \times 24 \text{ hours} \times 60 \text{ minutes} \times \text{total ports}^* \text{ active under this Service Attachment.}} \right)$$

\* For purposes of this calculation, an Internet connection will be considered a port.

## 7.2 Latency

7.2.1 "Latency" is the average roundtrip network delay, measured every five (5) minutes, to adequately determine a consistent average monthly performance level for latency at the relevant hub. The roundtrip delay is expressed in milliseconds (ms). The observation period is one (1) calendar month.

7.2.2 Vendor measures Latency using a standard 64byte ping between the Subscribing Entity/Vendor interconnection point and Subscribing Entity's end user location, in a round-trip fashion.

$$\text{Network Latency} = \left( \frac{\text{Total Sum (latency for Subscribing Entity dmarc to VENDOR network)}}{\text{Total Number of Dmarc locations}} \right)$$

## 7.3 Packet Loss

7.3.1 Packet loss is defined as the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point (network edge to network edge).

$$\text{Packet Loss (\%)} = \left( 100 \% - \text{Packet Delivery (\%)} \right)$$

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## 7.4 Jitter

- 7.4.1 Jitter, also called Packet Delay Variation, is defined as the difference in end-to-end delay between selected packets in a flow with any lost packets being ignored. Jitter is expressed in milliseconds (ms).

## 7.5 Throughput (Bandwidth)

- 7.5.1 "Throughput" is measured relative to the theoretical maximum of the transport port measured in "bits per second" on a port between the Subscribing Entity/Vendor 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 unicast and multicast Ethernet frames.
- 7.5.2 Throughput measurement testing will be performed prior to Subscribing Entity acceptance of a Service order and can be requested thereafter in the event the Subscribing Entity is experiencing Service impacting degradation issues. Anytime after acceptance Subscribing Entity shall initiate such request by opening a Trouble Ticket with Vendor. The Throughput measurement test is intended to validate network performance from end-to-end on Vendor's facilities. Subscribing Entity will be responsible for providing appropriate testing equipment and resources for requested Throughput testing.

## 8 Fault Management

### 8.1 Mean Time to Restore

- 8.1.1 The mean time to restore (MTTR) measurement for a Service is the average time between the time a Trouble Ticket is opened by Subscribing Entity, or Vendor becomes aware of Service impacting network issues, and the time the Service is restored. If Subscribing Entity disputes Vendor's determination of when the Service is restored, the Parties shall work together in good faith to resolve any such dispute within thirty (30) days. The "average time" is determined based on all Trouble Tickets with the same severity level associated with the same Outage.
- 8.1.2 There are two priority levels of Trouble Ticket severity (Critical and Major).
- 8.1.3 MTTR objectives for each severity level is:
- |                       |                        |
|-----------------------|------------------------|
| Severity 1 – Critical | Average within 4 hours |
| Severity 2 – Major    | Average within 8 hours |

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"Severity 1 - Critical" is defined as a complete Outage affecting Subscribing Entity's Service.

"Severity 2 - Major" is defined as a partial Outage or service degradation affecting Subscribing Entity's Service.

## 8.2 Routine Network Maintenance

8.2.1 Vendor will perform routine network maintenance ("Routine Network Maintenance") for network improvements and preventive maintenance. Vendor will use commercially reasonable efforts to provide ten (10) days notice to Subscribing Entity of all Routine Network Maintenance that could affect Subscribing Entity's Service. Routine Network Maintenance shall also include maintenance which, if not accomplished promptly by Vendor, could result in a serious degradation or loss of Service, provided that Vendor's operations group provides as much prior notice as practicable, via e-mail or other means. Routine Network Maintenance will not be calculated against SLA measurements. If such Routine Network Maintenance exceeds the time scheduled and results in a Service Outage, Subscribing Entity will be entitled to Outage Credits as specified below.

## 8.3 Routine Network Maintenance Windows

8.3.1 Unless otherwise agreed to between the Parties, Routine Network Maintenance is performed during Vendor's standard maintenance windows. Maintenance windows are as follows:

12:01 a.m. - 6 a.m. Local Time, Monday through Friday

If Routine Network Maintenance is necessary during these specified times, Subscribing Entity will be notified via e-mail to the contact designated by the Parties with a "Planned Maintenance Notification". This notification will inform the Subscribing Entity of the anticipated time, duration and reason for the network maintenance. While the specified maintenance window is six (6) hours in length, it is rare that a given maintenance would require use of this entire window.

## 8.4 Emergency Maintenance

8.4.1 If Vendor intends to perform maintenance outside of the Routine Network Maintenance window set forth above, then Vendor will provide as much prior notice to the Subscribing Entity as is practicable under the circumstances by e-mail to the primary service contact for the Subscribing Entity listed in the applicable TSR.

## 8.5 Call Charges

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8.5.1 If Vendor responds to a Service call initiated by the Subscribing Entity, and Vendor and the Subscribing Entity agree that the cause of the problem is not due to Vendor's network or equipment but is due to the Subscribing Entity's equipment or operations, the Subscribing Entity must pay the Vendor for the service call on a time and materials basis at Vendor's generally applicable rates.

## 9 Service Level Objectives

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

SLO	Target
Network Availability	99.95%
Network Latency roundtrip -ELAN Transport	Not to exceed 17 ms in average Network Latency
Throughput (Bandwidth)	100% of theoretical maximum
Jitter	29ms
Packet Loss	0.25%
MTTR (depending on severity)	4 hours
Maintenance Notification	10 days

- 9.1 Vendor will make available to Subscribing Entity monthly reports detailing the network performance of the Service in relation to Network Availability.
- 9.2. Substantial recurring deficiencies or errors without a specific remedy elsewhere will be handled in accordance with Section 11.4.1.

## 10 Outage Credits

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10.1 For purposes of this SLA, a "Service Outage" will mean an unavailability of the Service to carry traffic to a single endpoint; 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 port 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 Vendor or its agents are not afforded access to the premises under Subscribing Entity's control where the access lines associated with the Service are terminated; (v) during any period when Subscribing Entity has released Service to Vendor 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 and/or repair and continues to use it on an impaired basis; (vii) an event where Vendor's failure to perform is excused by Section 3.1 of the MSA; (viii) a breach by Subscribing Entity of its obligations under the MSA or this SLA.

10.2 In the event of a Service Outage that lasts for a continuous period of thirty (30) minutes or more (hereafter an "Outage"), and provided that Subscribing Entity submits a request in accordance with the "Remedies" section below, Vendor shall provide a credit (the "Outage Credit") for Service as follows:

Length of Outage (cumulative)	Credit
30 minutes to 2 Hours	5% of MRC
Between 2 - 4 Hours	10% of MRC
Between 4 - 6 Hours	45% of MRC
Between 6 - 8 Hours	70% of MRC
8 Hours or greater	100% of MRC

10.3 All Outage Credits shall be credited to Subscribing Entity no later than the second subsequent monthly invoice issued to Subscribing Entity for the affected Service. THE PROVISIONS OF THIS SECTION 10 AND SECTION 11 STATE SUBSCRIBING ENTITY'S SOLE AND EXCLUSIVE REMEDIES FOR SERVICE OUTAGES OR SERVICE DEFICIENCIES OF ANY KIND WHATSOEVER.

## 10.4 Outages Over Eight (8) Hours

10.4.1 If an Outage for a single event exists for a period of at least eight (8) consecutive hours, then Subscribing Entity will have the option, as Subscribing Entity's sole and exclusive remedy, to either (i) terminate the affected Service without charge or liability; or (ii) continue to receive an Outage Credit. If Subscribing Entity elects to terminate the Service, Subscribing Entity must provide Vendor with written notice of such termination within thirty (30) days after the applicable

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Outage. Such termination will be effective forty-five (45) days after Vendor's receipt of such written notice of termination.

## 11 Remedies

11.1 Upon Subscribing Entity's request to the Vendor Help Desk made within thirty (30) business days of the closing of the applicable Trouble Ticket, Subscribing Entity shall be entitled to Outage Credits as set forth herein. The maximum Outage Credit issued in any one calendar month shall not exceed the applicable month's MRC for the affected Service order.

### 11.2 Outage Start/End Time For Outage Credit Calculation Purposes

11.2.1 An Outage will begin when Subscribing Entity opens a Trouble Ticket for the affected Service and Vendor acknowledges receipt of such Trouble Ticket and validates that the Service is affected by an Outage, or when Vendor becomes aware of network Outages as a result of multiple Subscribing Entities being affected. Vendor will not unreasonably withhold or delay such acknowledgement and validation. An Outage is concluded when Vendor contacts Subscribing Entity and closes out the Trouble Ticket relating to such Outage, and Subscribing Entity acknowledges receipt and validation that the Outage has been cured, or when Vendor attempts to notify Subscribing Entity that Service has been restored but is unable to contact the Subscribing Entity. Subscribing Entity will not unreasonably withhold or delay such acknowledgement and validation.

### 11.3 Excessive Outage

11.3.1 In the event that a Subscribing Entity port(s) experiences either three (3) or more Outages, or twelve (12) aggregate hours of Outages in each instance in any thirty (30) day period (the "Excessive Outage"), Subscribing Entity shall be entitled, in addition to the applicable Outage Credit due up to termination of the port, if any, to terminate the affected port(s) without charge or liability. If a Subscribing Entity terminates a port pursuant to this Section 11.3.1 within the first twelve (12) months following the Bill Date, Vendor shall provide a refund to the applicable Subscribing Entity in the amount of 50% of any Non-Recurring Construction Costs or Non-Recurring Installation Fees, in each instance, either (1) separately invoiced and paid by the Subscribing Entity, or (2) referenced in the order as amortized, and paid by the Subscribing Entity.

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11.3.2 If during any twelve (12) month period Excessive Outages have occurred with respect to 30% of the highest number of all ports deployed under this Service Attachment during the applicable twelve (12) month period, then in addition to the remedies found elsewhere in this Service Attachment, the State shall have the option to terminate the Agreement or this Service Attachment on thirty (30) days written notice to Vendor. The State must exercise this option within three (3) months of the end of the applicable twelve (12) month period of Excessive Outages. For the avoidance of doubt, the remedy set forth in this Section 11.3.2 shall only be exercisable by the State, and shall not be exercisable by any Subscribing Entity.

## 11.4 Recurring Service Errors

11.4.1 If the Services provided to a particular Subscribing Entity repeatedly and substantially fail to conform to the SLOs, then upon the applicable Subscribing Entity's request, Vendor and Subscribing Entity shall 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 Vendor shall provide Subscribing Entity with a written copy of its analysis, which shall include an action plan containing a reasonably detailed description of corrective action to be taken by Vendor and the date by which such corrective action shall be completed. Vendor shall take the corrective action described in the action plan. Should the action plan fail to resolve the nonconformity in all material respects, Vendor shall 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 Vendor's then-current escalation procedures. This process will continue until the correction is achieved or the parties agree to cancel the port without further obligation of either party. The provisions of this Section 11.4.1 shall not apply with respect to any nonconformity that arises from or relates to any of the circumstances in clauses (i) – (viii) of Section 10.1.

## 12 Subscribing Entity Care Center

12.1 Vendor shall maintain a Subscribing Entity care center ("Help Desk") staffed (24) hours per day, seven (7) days per week for Subscribing Entity to open Trouble Tickets, receive status on existing tickets, and escalate when appropriate. Vendor's staff shall be knowledgeable employees in the telecommunications industry, Vendor's products, and services, and basic troubleshooting techniques.

12.2 The Subscribing Entity Care Center can be contacted at: **888-742-4948**

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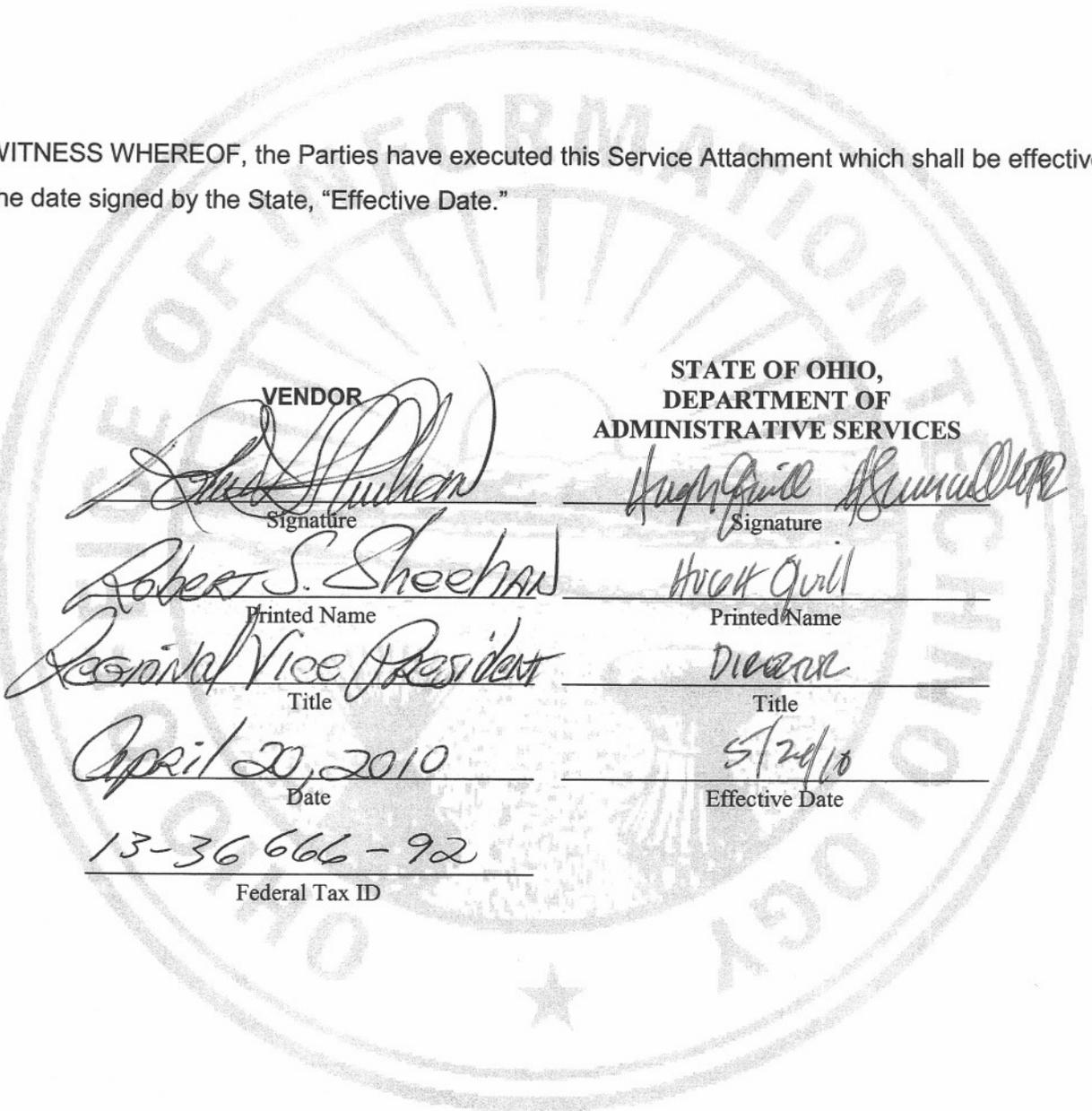
## 13 Installation and Acceptance of Service

13.1 Subscribing Entity shall use its best efforts to obtain and maintain throughout the term of the order such consents (including, without limitation, landlord and land owner consents) as are necessary to permit, and shall timely permit, Vendor personnel to install, deliver, operate and maintain the Service and equipment as ordered hereunder at Subscribing Entity's facilities. Subscribing Entity shall permit Vendor to access the Subscribing Entity or Subscribing Entity's end user facilities at reasonable times as needed to install, configure, upgrade, maintain or remove the Equipment and other service components located at the aforementioned facilities. Subscribing Entity shall make and maintain throughout the term of the order all site preparations and accommodations necessary to permit the installation, maintenance, and operation of the Service and any equipment as required by Vendor in its quote for Service, including without limitation, all requested floor space, an equipment bay or equipment rack space at the Subscribing Entity's site, which will include, without limitation, environment (humidity control, fire suppression, temperature/climate control, security control and alarm monitoring), redundant/DC power and, if available, protected/UPS AC power, technical and maintenance support, site access, cable entrance, conduit, tower/antenna space, ground isolation device and central office repeater.. Provided that Subscribing Entity properly performs all necessary site preparations and accommodations and provides Vendor with all required consents, Vendor shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. Vendor shall provide Subscribing Entity with a completion notice ("Completion Notice") upon completion of the installation of the Service. Subscribing Entity shall have five (5) business days after receipt of the Completion Notice to test and sign the Completion Notice (the "Acceptance Period") and provide Vendor notice accepting or rejecting the Service. If Subscribing Entity determines during the Acceptance Period that the Service is not operating in conformity with Vendor's service specifications, Subscribing Entity shall immediately notify Vendor (specifying in reasonable detail the defect or failure of the Service). In the event that Subscribing Entity notifies Vendor in writing that the Service is unacceptable, Vendor shall, within thirty (30) days following receipt of such notice, remedy the Service and re-deliver such Service to Subscribing Entity. The foregoing process shall continue until the Service shall have been Accepted in writing by Subscribing Entity or three attempts have been made by Vendor without the Service complying with Vendor's service specifications. If Subscribing Entity notifies Vendor of acceptance of the Service as set forth above, or fails to notify Vendor of its acceptance or rejection of the Completion Notice within the Acceptance Period, then in either case Subscribing Entity shall be deemed to have accepted such Service (the date of such acceptance shall be referred to as the "Bill Date"). Interconnection of the Service and Vendor's CPE with Subscribing Entity's equipment

# Terms and Conditions

will be performed by Subscribing Entity. Subscribing Entity's sole and exclusive remedy for Vendor's failure to provide acceptable Service as set forth above shall be to terminate the applicable order without liability to either party.

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



**VENDOR**

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

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

*Robert S. Sheehan*  
\_\_\_\_\_  
Printed Name

*Hugh Quill*  
\_\_\_\_\_  
Printed Name

*Regional Vice President*  
\_\_\_\_\_  
Title

*Director*  
\_\_\_\_\_  
Title

*April 20, 2010*  
\_\_\_\_\_  
Date

*5/20/10*  
\_\_\_\_\_  
Effective Date

*13-36666-92*  
\_\_\_\_\_  
Federal Tax ID