

# FIBER TECHNOLOGIES NETWORKS, LLC

## Service Attachment 1 (Ethernet Service)

**This Service Attachment** (the “Service Attachment”), is between Fiber Technologies Networks, LLC (“Service Provider”) having an office at 80 Central Street, Boxborough, Massachusetts 01719 and the State of Ohio, Department of Administrative Services (“DAS”), having its principle of business at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215. The State and the Service Provider also are sometimes referred to jointly as the “Parties” or individually as a “Party” and it is effective as of the date signed by the State. This Service Attachment contains additional terms and conditions applicable to the specific Service detailed below and is hereby incorporated into and made a part of that certain Master Service Agreement between Service Provider and DAS, dated January 22, 2015 (the “Agreement”). Capitalized terms used herein shall have the meanings given them in the Agreement, unless otherwise defined herein.

### 1. Service Overview

This Service Attachment applies to Ethernet Service as defined herein.

1.1 “Ethernet Service” or “Service” means a method of switched communication between or among two or more Locations using the Ethernet protocol defined by IEEE 802.3. Ethernet Services may be ordered and provisioned either as On-Net Services or Off-Net Services. Ethernet Service includes, without limitation, the following types of Services:

- (a) ***E-Line***: a port-based service providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs.
- (b) ***Ethernet Virtual Private Line (EVPL)***: a VLAN based service providing multiplexed UNIs allowing multiple EVCs per UNI.
- (c) ***Ethernet LAN (E-LAN)***: a VLAN based meshed service providing many-to-many services with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN service and multipoint Layer 2 VPNs.
- (d) ***Metro-E Advanced Private Line***: a dedicated point-to-point switched Ethernet service provided within a metro area over dedicated fiber transport.
- (e) ***ENNI (External Network to Network Interface)***: an interconnection point between the Service Provider and Subscribing Entity Ethernet networks as defined in MEF Specification 26.

### 2. Description of Service

2.1 “Acceptance Date” for each Service shall be the earliest of (a) the date on which Subscribing Entity delivers written notice of acceptance, (b) the date on which Subscribing Entity begins to use the Service, other than for testing purposes, or (c) ten (10) State business days following Service Provider’s delivery of notice of the installation of the Service (such notice, a “Connection Notice”), unless Subscribing Entity notifies Service Provider in writing within said ten-day period of a Defect in the Service, specifying in detail the nature of such Defect. A “Defect” exists if the Service fails to perform materially in accordance with its technical specifications as set forth herein (“Specifications”). Upon receipt of notice of a Defect, Service Provider and Subscribing Entity shall work cooperatively to promptly remedy such Defect, and Service Provider shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Subscribing Entity, Service Provider will give Subscribing Entity written notice to cure such failure within ten (10) State business days. If Subscribing Entity fails to cure within such period, the Acceptance Date will be deemed to be the end of such ten (10) State business day period.

2.2 “Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Subscribing Entity.

2.3 “Ethernet Virtual Connection” or “EVC” is a logical connection between two or more UNIs.

2.4 “Failover Switching” means the automatic restore and reroute of a Service to an alternate transmission path.

2.5 “Force Majeure Event”: A Force Majeure Event shall have the same meaning as provided in section 9.2 of the Agreement.

2.6 “Location” is an address wherein Service Provider will hand off Service to Subscribing Entity.

2.7 “Service Credit” means a credit that Subscribing Entity is eligible to receive if Service Provider fails to meet the Service levels set forth in Section 9.2 below.

2.8 “Service Order”: This Service Attachment applies to each Service provided by Provider to Subscribing Entity. Each Service will be specified in a service order executed by the Parties (each a “Service Order”). Purchase orders issued by Subscribing Entity shall not be deemed to amend, modify or supplement this Service Attachment or any Service Order issued hereunder and shall not be legally binding on Service Provider unless otherwise agreed in writing by Service Provider.

2.9 “Service Outage” means a complete interruption of communications between any two (2) or more Locations.

2.10 “Service Term”: The term “Service Term” shall have the same meaning as Order Term in the Agreement. The term for each Service begins on the Acceptance Date applicable to such Service, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.

2.11 “User Network Interface” or “UNI” means the interface used to interconnect Subscribing Entity to the Service Provider Network which provides a reference point for demarcation between the Subscribing Entity’s network and the Service Provider Network.

2.12 “Virtual Local Area Network” or “VLAN” means a data communication network, configured using the IEEE 802.1q standard, that logically interconnects computers and network devices, allowing a group of hosts to communicate, regardless of Location, as if they were attached to the same physical media.

2.13 “VPN” means a virtual private network.

**3. Standard Service Features**

Not applicable

**4. Optional or Add-On Service Features**

The available protection options for Ethernet Service are as follows:

Protection Option	Description	Minimum Location Requirements			
		Space	Power	Environmental Control	Back Up Power
<b>Unprotected (Level A Access)</b>					
1	Level A Access means the access portion of the Service (i.e. the segments from the last Service Provider Network switching hub (or for Metro-E Advanced Private Line the lateral segments from the Service Provider Network backbone) to the point of entry of the Location) is provided over a single fiber path without protection. Level A Access consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Service Provider Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Subscribing Entity from the Service Provider Equipment.	(1)	(2)	(4)	Not applicable
<b>Optical Protection (Level AA Access)</b>					
2	Level AA Access means the access portion of the Service (i.e. the segments from the last Service Provider Network switching hub to the point of entry of the Location) is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Service Provider is responsible for managing the Failover Switching at each Location. Level AA Service consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Service Provider Equipment chassis; (iii) one (1) port; and (iv) a 2-fiber handoff to the Subscribing Entity from the Service Provider Equipment.	(1)	(2)	(4)	(6)

Dual Path Protection (Level AAA)					
3	Level AAA Access means the access portion of Service (i.e. the segments from the last Service Provider Network switching hub to the point of entry of the Location) is provided over two (2) separate fiber paths, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Subscribing Entity or by Service Provider as specified in the Service Order. Level AAA Service consist of the following minimum requirements at each Location: (i) two (2) separate points of entry into the Location; (ii) two (2) Service Provider Equipment chassis; (iii) one (1) line card per chassis; (iv) 4-fiber handoff to the Subscribing Entity from the Service Provider Equipment, with two fibers handed off from one of the Service Provider Equipment chassis and two fibers handed off from the other Service Provider Equipment chassis; and (v) Subscribing Entity Equipment must have dual-card redundancy (i.e., separate cards, one for one of the 2-fiber handoffs and the other for the second 2-fiber handoff).	(1)	(3)	(5)	(7)

- (1) Secure space for Service Provider Equipment at each Location with 24x7x365 access.
- (2) Dedicated electrical circuit for Service Provider Equipment (i.e. the circuit has no other load from the Service Provider Equipment to a circuit breaker) at each Location from the public utility.
- (3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker).
- (4) Substantially dust free with temperature control that maintains temperature between 50 and 80-deg F and humidity control that maintains relative humidity below 80%.
- (5) Substantially dust free with temperature control that maintains temperature between 60 and 80-deg F and humidity control that maintains relative humidity between 40% and 60%
- (6) Service Provider (or Subscribing Entity if the Parties agree) to install and maintain a minimum of four (4) hours of standby power.
- (7) Service Provider (or Subscribing Entity if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Subscribing Entity shall provide emergency power generation.

**5. Fee Structure**

5.1 Charges. Service Provider will invoice Subscribing Entity for any non-recurring charge (“NRC”) associated with the Service upon or after execution of the applicable Service Order. The monthly-recurring charge (“MRC”) associated with the Service shall be set forth in the Service Order and shall begin to accrue on the Acceptance Date of such Service. Service Provider will invoice Subscribing Entity the MRC associated with the Service in advance, except Service Provider will invoice Subscribing Entity usage based charges (if any) associated with the Service in arrears. Subscribing Entity shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order. An MRC for a partial month will be pro-rated.

5.2 Early Termination Charge. In the event a Subscribing Entity terminates a Service after the execution of a Service Order and prior to the expiration of the Service Term (which in any event shall require the Subscribing Entity to enter a Termination Order in the State’s Ordering System), or if a Service is terminated by Service Provider pursuant to Section 6.2.2 of the Agreement, the Subscribing Entity shall pay Service Provider a termination charge equal to the sum of: (a) all unpaid NRCs and / or Construction cost associated with providing the Service; (b) one hundred percent (50%) of the MRCs remaining in the Service Term . The Parties agree that the charges in this Section 5.2 are a good faith estimate of Service Provider’s actual cost to provide Services to the Subscribing Entity and are not a penalty.

5.3. E-Rate. When applicable, Service Provider will invoice the Subscribing Entity for the full amount due for Services (i.e. invoicing method FCC Form 472 (BEAR)), and it is the obligation of Subscribing Entity to seek reimbursement from USAC. In the event USAC ceases funding, fails to pay or requests a refund of any amount paid to Service Provider for the Services, Subscribing Entity shall be responsible for the full amount due, including any past due amounts, for services, and Subscribing Entity may seek (and Service Provider shall have no obligation to seek) reimbursement from USAC.

5.4 Fee Structure. See Addendum A (Ethernet Pricing Schedule) attached hereto.

**6. Terms and Conditions**

6.1 Interstate Services. Subscribing Entity acknowledges that Service Provider has no ability to determine whether the communications traffic carried via the Service is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Service Order, Subscribing Entity acknowledges and agrees that the communications traffic to be carried via the Service Provider Network shall be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed-use “10% Rule” (47 CFR 36.154, 4 FCC Rcd. 1352).

**7. Equipment Discounts**

None

**8. Billing Conversion Plan**

None

**9. Service Level Agreements**

9.1 Service Outage. Subject to this Section 9, in the event of a Service Outage to any Service or a failure to meet any performance parameters set forth in Section 9.2 B, C and D below, Subscribing Entity may be entitled to a Service Credit in accordance with the applicable Service Level Objective set forth in Section 9.2 below. A Service Outage shall be deemed to begin upon the earlier of Service Provider’s actual knowledge of the Service Outage or Service Provider’s receipt of notice from Subscribing Entity of the Service Outage, and end when the Service is operational and in material conformance with the applicable Specifications, as documented by Service Provider’s records. Notwithstanding anything to the contrary in this Service Attachment, the Agreement or any Service Order, in no event shall a Service Outage, defect or failure to meet any objectives or parameters under this Service Attachment be deemed to be or constitute a breach by Service Provider of this Service Attachment, the Agreement or any Service Order.

9.2 Service Level Objectives.

**A. Service Availability**

"Service Availability" refers to the percentage of time during a calendar month that a Service is available for use by Subscribing Entity.

Available for use is defined as the time during which there is no Service Outage.

Service Availability is calculated as follows =  $\frac{43,200 - (\text{number of minutes of Service Outage during the calendar month})}{43,200}$

If Service Availability in any month exceeds the number of minutes or hours set forth in the table below, Subscribing Entity shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

Service Level	Availability Objective	Measurement Timeframe	Service Credit		
			Cumulative Duration of Service Outage(s)	% of MRC	
<b>On-Net Service - Level A Access</b>					
1	Service Availability	99.9%	One Month	0 to 43.2 mins.	0%
				>43.2 mins. to 10 hrs.	5%
				>10 hrs. to 16 hrs.	10%

				>16 hrs. to 24 hrs.	20%
				>24 hrs. to 36hrs.	40%
				> 36 hrs.	50%
<b>On-Net Service - Level AA Access</b>					
2	Service Availability	99.99%	One Month	0 to 4.32 mins.	0%
				>4.32 mins. to 30 mins.	5%
				>30 mins to 1 hr.	10%
				>1hrs. to 8 hrs.	20%
				>8 hrs. to 16 hrs.	30%
				>16 hrs. to 24 hrs.	40%
				>24 hrs.	50%
<b>On-Net Service - Level AAA Access</b>					
3	Service Availability	99.999%	One Month	0 to 43 secs.	0%
				> 43secs. to 4 mins.	5%
				>4 mins. to 10 mins.	10%
				>10 mins. to 2 hrs.	20%
				>2 hrs to 8 hrs.	40%
				>8 hrs	50%

**B. Network Latency**

“Network Latency” is the average round-trip transmission time (in milliseconds) for packets to travel on the Service Provider Network (including, but not limited to, link insertion delays, propagation delays and queuing delays in the Service Provider Network). Network Latency is determined by Service Provider by averaging sample measurements taken each calendar month between Service Provider’s designated points of presence.

If Network Latency in any month exceeds the number of milliseconds set forth in the table below and such failure is service-impacting, Subscribing Entity shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

<b>NETWORK LATENCY</b>				
	<b>CoS Designation - % of MRC</b>			
<b>Domestic US</b>	<b>Standard</b>			

45ms or less	No Credit			
>45ms to 50ms	No Credit			
>50ms to 65ms	No Credit			
>65ms to 70ms	No Credit			
>70ms	10%			

**C. Frame Delivery Rate (Packet Delivery)**

“Frame Delivery Rate” is the ratio of performance test frames successfully received from Service Provider Network relative to the number of performance test frames offered to Service Provider Network. Frame Delivery Rate is determined by Service Provider by averaging sample measurements taken each calendar month between Service Provider’s designated points of presence.

If Frame Delivery Rate in any month is less than the percentages set forth in the left column of the table below and such failure is service-impacting, Subscribing Entity shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

<b>FRAME DELIVERY RATE</b>				
	<b>CoS Designation - % of MRC</b>			
<b>Domestic US</b>	<b>Standard</b>			
99.999% or greater	No Credit			
99.99% to 99.998%	No Credit			
99.9% to 99.98%	No Credit			
99% to 99.8%	No Credit			
Less than 99%	10%			

**D. Frame Delay Variation (Jitter)**

“Frame Delay Variation”, also known as packet jitter, is a measurement of the average variation (measured in milliseconds) in the time delay for packet transfers between two performance test frames. Frame Delay Variation is determined by Service Provider by averaging sample measurements taken each calendar month between designated points of presence.

If Frame Delay Variation in any month exceeds the number of milliseconds set forth in the table below and such failure is service-impacting, Subscribing Entity shall be entitled to a Service Credit equal to the percentage of the Service MRC set forth in the following table:

FRAME DELAY VARIATION				
	CoS Designation - % of MRC			
<b>Domestic US</b>	<b>Standard</b>			
2ms or less	No Credit			
>2ms to 3ms	No Credit			
>3ms to 4ms	No Credit			
>4ms	10%			

9.3 **Service Credits.** Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order. Service Credits issued to Subscribing Entity hereunder and the Subscribing Entity’s termination right set forth in Section 9.4 below shall be Subscribing Entity’s sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters (including, without limitation, Service Availability, Network Latency, Frame Delivery Rate (Packet Delivery) or Frame Delay Variation (Jitter)) set forth in this Service Attachment. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Subscribing Entity to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Subscribing Entity shall not be entitled to credits under multiple service level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services; in the event of a Service Outage or other failure of any Off-Net Service provided by Service Provider to Subscribing Entity, Service Provider agrees to pass through a credit equal to the credit received by Service Provider from its underlying Service Provider(s) for such Service Outage, in lieu of the above-stated Service Credits. In no event shall Service Credits in any month for any and all interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outages or failure to meet any Service Availability, Network Latency, Frame Delivery Rate (Packet Loss), Frame Delay Variation (Jitter) or other objectives or parameters set forth in this Service Attachment) exceed fifty percent (100%) of the MRC for the affected Service for that month.

9.4 **Chronic Outage.** Subject to the exclusions set forth in Section 9.3 above, in the event the Service experiences: (i) a single Service Outage to the same Service in excess of forty-eight consecutive hours in any calendar month, (ii) three or more periods of Service Outage to the same Service of twelve consecutive hours or longer over the course of a rolling six month period, or (iii) twelve separate periods of Service Outage to the same Service of 120 consecutive minutes within a calendar year (each of (i), (ii) and (iii) are referred to herein as a “Chronic Outage”), Subscribing Entity, in lieu of any and all applicable credits, may terminate the affected Service without penalty provided that a Service Order to Terminate has been submitted in the State’s Ordering System within fifteen (30) days of the event giving rise to the termination right under this Section.

9.5 **Service Credit Request.** Subscribing Entity must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Subscribing Entity’s right to the Service Credit. Failure to request a Service Credit within such period shall constitute a waiver of any claim for a Service Credit.

9.6 **Events Excepted from Service Credit.** Notwithstanding the foregoing, Subscribing Entity shall not receive any Service Credit for any Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

9.6.1 Subscribing Entity’s (including its agents, contractors and vendors) negligence, intentional act, omission, default and/or failure to cooperate with Service Provider in addressing any reported Service problems, including failing to take any remedial action in relation to a Service as

- recommended by Service Provider within 30 days after receipt of such recommendation, or otherwise preventing Service Provider from doing so;
- 9.6.2 Failure on the part of Subscribing Entity Equipment, End User equipment or Subscribing Entity's vendor's equipment;
- 9.6.3 Failure of electrical power not provided by Service Provider;
- 9.6.4 Election by Subscribing Entity, after requested by Service Provider, not to release the Service for testing and repair;
- 9.6.5 Service Provider's inability to obtain access required to remedy a Defect in Service;
- 9.6.6 Scheduled maintenance and emergency maintenance periods;
- 9.6.7 Scheduled upgrade of Service at the request of Subscribing Entity;
- 9.6.8 Force Majeure Event;
- 9.6.9 Disconnection or suspension of the Service by Service Provider pursuant to a right provided under the Agreement or Service Attachment; and/or
- 9.6.10 Service Provider's inability to repair due to utility safety restrictions.

**10. Additional Information.**

10.1 Service Provider Equipment; Service Provider Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Service Provider to provide Services ("Service Provider Equipment") and Service Provider's fiber optic cable network and associated optical/electronic equipment used to deliver Services, whether owned, leased or otherwise obtained by Service Provider (the "Service Provider Network") shall remain the sole and exclusive property of Service Provider notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Service Order grants or conveys to Subscribing Entity any right, title or interest in any Service Provider Equipment or the Service Provider Network. Subscribing Entity may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Service Provider Equipment or the Service Provider Network without the prior written consent of Service Provider. Subscribing Entity may not cause any liens to be placed on any Service Provider Equipment or the Service Provider Network, and will cause any such liens to be removed within ten (10) days of Subscribing Entity's knowledge thereof. Subscribing Entity shall be liable to Service Provider for any loss or damage to the Service Provider Equipment or Service Provider Network caused by Subscribing Entity or Subscribing Entity's employees, contractors, agents or end users. Nothing herein shall prevent Service Provider from using the Service Provider Network and Service Provider Equipment to provide service to other Subscribing Entity.

10.2 Extension of Network. To the extent a Service Order requires Service Provider to complete construction, extend the Service Provider Network and/or obtain additional Underlying Rights, Subscribing Entity shall use commercially reasonable efforts to assist Service Provider in obtaining such Underlying Rights as necessary to provide the Service. Service Provider may, without liability to either Party, terminate a Service prior to delivery, if Service Provider encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Service, in the event that Service Provider is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Subscribing Entity bears the costs of obtaining such Underlying Rights, Service Provider may cancel the applicable Service Order and shall incur no liability to Subscribing Entity hereunder. Without limiting the foregoing, Service Provider shall not be deemed to be in breach of the Agreement or Service Attachment for its failure to meet any anticipated Service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights that is beyond the reasonable control of the Service Provider, (iii) construction delays that is beyond the reasonable control of the Service Provider, or (iv) any other circumstances beyond the control of Service Provider. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, building access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Service Provider Network and/or for Service Provider to provide a Service. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Service Provider to provide a Service. "Off-Net Services" shall mean any services provided by a third-party. "On-Net Services" shall mean Services that use transmission and related facilities owned and controlled by Service Provider.

10.3 Subscribing Entity Equipment. Subscribing Entity shall, at its own expense, procure any equipment necessary to implement or receive Service ("Subscribing Entity Equipment"). Service Provider will have no obligation to install, maintain, or repair Subscribing Entity Equipment. Promptly upon notice from Service Provider,

Subscribing Entity shall eliminate any hazard, interference or Service obstruction that any such Subscribing Entity Equipment is causing or may cause as reasonably determined by Service Provider.

10.4 Scheduled Maintenance. Service Provider will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service between 12:00 midnight and 6:00 a.m. local time or, upon Subscribing Entity's reasonable request, at a time mutually agreed to by Subscribing Entity and Service Provider. Service Provider will use commercially reasonable efforts to notify Subscribing Entity of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Subscribing Entity shall provide a list of Subscribing Entity contacts for maintenance and escalation purposes, which may be included on the Service Orders, and Subscribing Entity shall provide updated lists to Service Provider, as necessary.

10.5 Emergency Maintenance. Service Provider may perform emergency maintenance in its reasonable discretion, with or without prior notice to Subscribing Entity, to preserve the overall integrity of the Service Provider Network. Service Provider will notify Subscribing Entity as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Service.

10.6 Service Issues. Subscribing Entity may notify Service Provider's Network Operating Center ("NOC") of Service problems by telephone 888-LT-FIBER, or at the contacts listed in Service Provider's Subscribing Entity Support Information Welcome Packet (Appendix B). If Service Provider dispatches a field technician to Subscribing Entity or an end-user location and the problem is caused by (i) the Subscribing Entity Equipment or any end-user's equipment or (ii) any acts or omissions of Subscribing Entity or its end user, or of any of its or their invitees, licensees, Subscribing Entity or contractors, Subscribing Entity will pay Service Provider for any and all associated time and materials at Service Provider's then-standard rates.

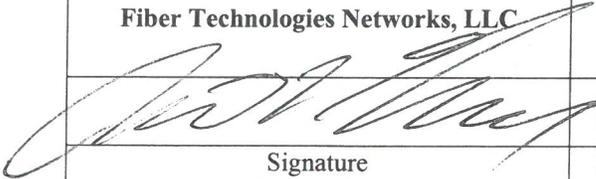
10.7 Access. Unless otherwise provided for in the applicable Service Order, Subscribing Entity, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Service Provider to use pathways into and in each building at which Subscribing Entity's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Service Provider the right to access such premises twenty-four (24) hours a day, seven (7) days a week to install, maintain, repair, replace and remove any and all equipment, cables or other devices Service Provider deems necessary to provide the Service. Upon expiration or termination of the applicable Service Term, Subscribing Entity shall grant Service Provider access to its premises as necessary to enable Service Provider to remove the Service Provider Equipment. Service Provider, its employees, contractors and agents shall have access to any Service Provider Equipment or facilities at a Subscribing Entity or end user premises. Notwithstanding anything to the contrary herein, Service Provider shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Subscribing Entity (including, but not limited to, the failure to provide Service Provider prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Service Provider hands off the Service to Subscribing Entity. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Subscribing Entity is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

10.8 Space and Power. Subscribing Entity shall procure and make available to Service Provider, at Subscribing Entity's locations and at end user locations where a Service is provided, at Subscribing Entity's sole cost and expense, adequate space, AC power and HVAC for Service Provider Equipment.

10.9 Property Owner Not Liable. Neither Subscribing Entity nor any of Subscribing Entity's end-users shall have any recourse against any property owner or property manager of any premises to which any Service is delivered and/or at which Service Provider's Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Service Provider, nor shall Service Provider have any liability, for or on behalf of such property owner or property manager.

[SIGNATURE PAGE TO FOLLOW]

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

<b>Fiber Technologies Networks, LLC</b>	<b>STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES</b>
	
Signature	Signature
David L. Mayer	Robert Blair
Printed Name	Printed Name
EUP	DAS Director
Title	Title
9/21/2017	10-6-2017
Date	Effective Date
Federal Tax ID	
16-1548752	

**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.

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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 will perform no Services requested under this Agreement outside of the United States.

The Service Provider will provide all the name(s) and location(s) where Services under this Agreement 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:

**80 Central Street**  
\_\_\_\_\_  
(Address)

**Boxborough, MA 01719**  
\_\_\_\_\_  
(City, State, Zip)

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

**N/A**  
\_\_\_\_\_  
(Name)

**N/A**  
\_\_\_\_\_  
(Address, City, State, Zip)

**N/A**  
\_\_\_\_\_  
(Name)

**N/A**  
\_\_\_\_\_  
(Address, City, State, Zip)

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

**80 Central Street**  
\_\_\_\_\_  
(Address)

**Boxborough, MA 01719**  
\_\_\_\_\_  
(City, State, Zip)

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

**N/A**  
\_\_\_\_\_  
(Name)

**N/A**  
\_\_\_\_\_  
(Address, City, State, Zip)

**N/A**  
\_\_\_\_\_  
(Name)

**N/A**  
\_\_\_\_\_  
(Address, City, State, Zip)

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

**N/A**  
\_\_\_\_\_  
(Address)

**N/A**  
\_\_\_\_\_  
(Address, City, State, Zip)

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

**N/A**  
\_\_\_\_\_

**N/A**  
\_\_\_\_\_

(Name)

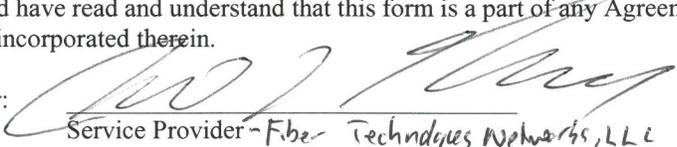
(Address, City, State, Zip)

N/A  
(Name)

N/A  
(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its subService Providers 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 Agreement with the State. Service Provider agrees it will 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 Agreement that Service Provider may enter into with the State and is incorporated therein.

By:   
Service Provider - Fiber Technologies Networks, LLC

Print Name: David H. Meyer

Title: EUP

Date: 9/21/2017