

**AGILE  
Service Attachment 3  
MARCS Connect Services for First Responders**

**SERVICE ATTACHMENT 3**

**AGILE OHIO NETWORK (“OHIO NETWORK”) CONNECT SERVICES**

**FOR**

**MULTI-AGENCY RADIO COMMUNICATIONS SYSTEMS**

**(MARCS) CONNECT SERVICES**

**FOR FIRST RESPONDERS**

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This Service Attachment 3 (Service Attachment 3), is between Agile Network Builders, LLC ("Service Provider") having an office at 213 Market Avenue North, Suite 310, Canton, Ohio 44702 and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad St. 40<sup>th</sup> Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties") and is effective as the date signed by the State. This Service Attachment is entered into, is subject to, and incorporates by references the terms and conditions of that certain Master Service Agreement between the Parties dated 3/9/2012 (the "MSA"). Capitalized terms used herein without definition have the respective meanings ascribed to them in the MSA.

**1. Service Overview**

The Agile Ohio Network (the "Agile Ohio Network" or "Ohio Network") is the Service Provider's state-wide fiber optic and microwave backhaul network that offers the speed and reliability of local fiber optic infrastructure. This Service Attachment provides Subscribing Entities with the ability to purchase Connect Services ("Multi-Agency Radio Communications Services 'MARCS' Connect Services") that are offered by the Service Provider.

**2. Description of Services**

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

MARCS Connect Services are provided throughout the state-wide network operated by the Service Provider and are configured specific to performance and operational requirements to carry voice and data communications traffic across the Ohio Network to the State of Ohio Computer Center ("SOCC") or other specified Subscribing Entity termination point.

**2.1 Grades of Service**

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

In addition, Subscribing Entity data is given top priority on the Ohio Network and the MARCS Connect Services circuits are also given top priority for trouble ticket resolutions.

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**2.2 Service Component Requirements**

The Service Provider will provide MARCS Connect Services either in the form of a T1 connection or via a Layer 2 Ethernet connection by way of an industry standard RJ45 connection as the demarcation point for the Subscribing Entity's circuit connection.

**2.3 Power Supply**

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

**3. Optional Services**

No optional Services are offered under this Service Attachment.

**4. Service Provider Support Services**

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

**4.1 Subscribing Entity Point of Contact**

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

**5. Fee Structure**

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

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**5.1 Circuit Pricing**

This is a Monthly Recurring Charge ("MRC") per circuit for up to 10 Mbps of bandwidth. Circuit pricing includes inside construction / demarcation extensions costs, such that delivery of the Service from the outside of the building to the agreed upon inside location as requested by the Subscribing Entity is provided at no additional cost beyond those provided by the pricing in Section 6 below, if the demarcation extension is no more than 300 cable feet.

**5.2 Term of the Order**

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

**6. Pricing**

MARCS Connect Service Circuits are either 5 Mbps provided on a 60 month Service Term at \$620 per month per circuit or 10 Mbps provided on a 60 month Service Term at \$760 per month per circuit. The Installation Fee may vary depending on the requirements but will not exceed \$1080 per circuit. Construction Costs may apply and will be priced on an Individual Case Basis. Both the Installation Fee and Construction Costs will be identified on the Service Provider's quote to the Subscribing Entity.

**6.1 One Time Up Front Payment Option**

For Subscribing Entities who provide a one-time up-front payment, the Service Provider will recalculate the monthly rate to reduce monthly recurring charge(s). The aggregate cost to the Subscribing Entity under this option cannot exceed the aggregate cost as specified in the pricing table in Section 6 above.

**7. Terms and Conditions**

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

**8. Service Level Definitions**

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

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**9. Service Level Objectives**

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

**9.1 Performance Measures**

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

**9.1.1 T1 Circuits**

- i. Circuit Delay – The end-to-end circuit delay requirements for Subscribing Entity is 7 milliseconds or less (5 milliseconds for the Columbus simulcast sites).
- ii. MARCS Circuit Bit Error Rates – Due to the critical nature of Subscribing Entities communication, Subscribing Entity will require a Bit Error Rate (“BER”) of  $10^{-9}$  or less. Service Provider will take all steps necessary to meet or exceed this error rate requirement by assisting the Subscribing Entity staff in troubleshooting circuits with BERs in excess of this threshold. Subscribing Entity will be responsible for the BER measurement and will make those statistics available to Service Provider.

**9.1.1.1 T1 Testing**

Subscribing Entity T1 acceptance testing is ran over a continuous 24 hour period. Tests should meet the minimum requirements listed in section 9.1.1.

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9.1.2 Ethernet Circuits

For Ethernet based connections the following table dictates the requirements of the various Subscribing Entity connection equipment and their associated SLO requirements.

Site Type	Required throughput (FD, Mbps)	Maximum allowed latency (ms) (One Way)	Maximum allowed jitter (ms) (One Way)
ASR	1	20	15
Simulcast Prime	1	10	10
Simulcast Sub-Site	1	10	10
Dispatch	10	10	10
Inter-zone Controller	10	10	10
Master Zone controller	60	See Note 1	15

Note 1: Dependent on the type of link, (ASR, Prime, MCC7500, InterZone)

\* The values in the table are related to normal operation, separate values need to be added for failover scenario.

9.1.2.1 Ethernet Testing

Ethernet circuits will be required to pass a y.1564 test for appropriate site type as specified in 9.1.2.

9.1.3 If Changes Are Required

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

**10. Service Credits**

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

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**11. Installation and Acceptance of Service**

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

If Service Provider is unable to meet the agreed upon schedule (provided such failure is not due to the fault of the Subscribing Entity), within ninety (90) days after such agreed schedule, the Subscribing Entity and Service Provider will either agree, in writing, to a revised schedule or the Subscribing Entity may cancel the Order. Except for a cancellation of an Order under the immediately preceding sentence, if a Subscribing Entity cancels a circuit prior to installation being completed, the Subscribing Entity will reimburse Service Provider for all the time and materials incurred prior to the effective date of termination, including any third party charges resulting from the termination and Construction Cost. The Subscribing Entity must submit an Order to cancel Service through the State's Ordering System (TSR).

**Signature Page to Follow**

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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").

<p><b>AGILE NETWORK BUILDERS</b></p> <hr/> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;"><i>Kyle Quillen</i></p> <p style="text-align: center;">Printed Name</p> <hr/> <p style="text-align: center;"><i>CTO</i></p> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;"><i>7-18-13</i></p> <p style="text-align: center;">Date</p>	<p><b>STATE OF OHIO, THE DEPARTMENT OF ADMINISTRATIVE SERVICES</b></p> <hr/> <p style="text-align: center;"><i>Robert Blair/srd</i></p> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Robert Blair/srd</p> <hr/> <p style="text-align: center;">Printed Name</p> <hr/> <p style="text-align: center;">DAS Director Assistant Director/State CIO</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;"><i>7/19/13</i></p> <p style="text-align: center;">Effective Date</p>
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*Federal Tax ID  
31-414-7310*