

## **Buckeye Telesystem, Inc. Service Attachment #1**

**This Service Attachment** (the "Service Attachment"), is between **Buckeye Telesystem, Inc.** ("Service Provider") having an office at 4818 Angola Road, Toledo, Ohio 43615, and **the State of Ohio, Department of Administrative Services**, ("the State"), having its principal place of business at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. This Service Attachment is entered into subject to, and incorporates by reference the terms and conditions of, that certain Master Services Agreement between the Parties dated September 19, 2017 (the "MSA"). Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the MSA.

### **1 Service Overview**

Metro Ethernet technology combines the flexibility and simplicity of Ethernet with the speed and reliability of a local fiber optic infrastructure that is dedicated to a single customer. Service Provider E-Line Ethernet Services is a **point-to-point Ethernet fiber** solution that is designed to interconnect the State's Subscribing Entity Local Area Networks ("LAN's").

### **2 Description of Service**

- 2.1 E-Line Ethernet Services are provided throughout the fiber network operated by Service Provider.
- 2.2 Service Provider will place Customer Premises Equipment (CPE) at the Subscribing Entity's premises to convert the fiber signal to standard RJ45 10/100/1000 Ethernet or customer interface 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 or a separate VLAN. 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 Service Provider hub site.
  - 3.2.3 Diverse Service Provider hub site (Dual Hub) architecture.
  - 3.2.4 Dual Service Provider CPE equipment.
  - 3.2.5 Dual Power Supplies within the Service Provider CPE equipment.
  - 3.2.6 Static IP Addressing.

#### **4 Fee Structure**

Service Provider is providing the following pricing to deliver E-Line Ethernet dedicated fiber services to the Subscribing Entities. The pricing consists of the following components:

- 4.1 Circuit Pricing – On-Net: This is the monthly recurring charge (MRC) for the circuit from Point A to Point B, where both Point A and Point B are locations where Service Provider has existing facilities, or where payment by the State of Non-Recurring Construction Costs described below will make both Point A and Point B locations where Service Provider has its own facilities. This pricing is dependent upon the amount of bandwidth ordered as well as the term of the order. Circuit pricing includes inside construction/demarc extensions costs, such that delivery of the services from the outside of the building to the mutually agreed upon inside location as requested by the Subscribing Entity is provided at no additional cost.
- 4.2 Circuit Pricing – Off-Net: This is the monthly recurring charge (MRC) for the circuit from Point A to Point B, where either/both Point A and Point B are locations where Service Provider does not have existing facilities, or where Service Provider secures facilities to Point A and/or Point B through purchase of facilities/capacity from another Supplier to support the service requested by the State, which may include Non-Recurring Construction Costs described below. This pricing is dependent upon the amount of bandwidth ordered, the term of the order, and the costs Service Provider incurs from the Supplier to deliver the service to the State. The Circuit Pricing – Off-Net will be no less than the rate for the same amount of bandwidth ordered and the term of the order charged for On-Net service. Circuit pricing includes inside construction/demarc extensions costs, such that delivery of the services from the outside of the building to the mutually agreed upon inside location as requested by the Subscribing Entity is provided at no additional cost.

- 4.3 Non-Recurring Installation Fee: This component consists of the necessary costs to install the circuit. It is a flat fee regardless of the term of the order, the MRC or the amount of any Non-Recurring Costs.
- 4.4 Non-Recurring Construction Cost: This component consists of the necessary expenses to deliver the Service Provider services to the outside Subscribing Entity location. Due to the individual requirements at each location, this component is calculated on an ICB.
- 4.5 Term of Order: This component specifies the term of the order between Service Provider and the Subscribing Entity and provides discounts based on the term of the order purchased.
- 4.6 Installation and Acceptance of Service: The Service Provider must provide the Subscribing Entity with a completion notice ("Completion Notice") upon completion of the installation of the Services. The Subscribing Entity will have ten (10) State Business Days after the receipt of the Completion Notice to test and sign the Completion Notice (the "Acceptance Period") and provide the Service Provider notice accepting or rejecting the Service. If the Subscribing Entity determines that during the Acceptance Period that the Service is not operating in conformity with the Service Provider's Service Level Agreements, the Subscribing Entity will immediately notify the Service Provider in writing specifying the defect or failure of the Service.

Service Provider shall have the opportunity to meet with Subscribing Entity and with any involved third-party vendors to discuss the nature of the alleged defect or failure. The Service Provider must within thirty (30) days following receipt of such notice remedy the Service and re-deliver such Service to the Subscribing Entity. The Subscribing Entity will then have another Acceptance Period and this process will continue until the Subscribing Entity accepts the Service in writing or the Service Provider has made three attempts to correct the deficiency without successfully bringing the Service in compliance with the Service Provider's commercially reasonable Service specifications. At the end of this process, the parties may mutually agree to continue the process, or the Subscribing Entity may finally reject the Service without liability to the Subscribing Entity.

If the Subscribing Entities notifies the Service Provider of acceptance of the Service as set forth above or fails to notify the Service Provider of its acceptance or rejection of the

Completion Notice within the Acceptance Period, then in either case the Subscribing Entity will be deemed to have accepted such Service.

## 5 Pricing Schedules

See Addendum A

## 6 Terms and Conditions

### 6.1 Early Disconnection Charges

6.1.1 As used in the MSA, the "Early Disconnection Charges" with respect to a particular circuit shall equal fifty percent (50%) of the MRCs that would have been due for the remainder of the term of an Order.

6.1.2 Examples of calculation of an Early Disconnection Charge:

(For purposes of each example, assume a 10 MB circuit. For pricing information, please refer to the applicable "E-Line Point-to-Point Ethernet Circuit Service Pricing Schedule" listed previously in this Service Attachment.)

**Example 1:** Disconnection after 36 months of a 60 month term

Early Disconnection Charge =

\$ X,XXX (24 months remaining x \$YYY MRC x 50%)

**Example 2:** Disconnection after 12 months of a 36 month term

Early Disconnection Charge = \$ W,WWW (24 months remaining x \$ ZZZ MRC x 50%)

### 6.2 Completion of Term of Order

6.2.1 If a Subscribing Entity has not submitted an Order for a new Service Term at the end of a Service Term, the Service Provider will notify the Subscribing Entity within 30 days after the end of the Order Term of any Services that are outside of an Order Term. The MRC for the Service will remain the same for six (6) months after the end of the Service Term. After that time the MRC will change to the current 12-month term rate.

### 6.3 Expedite Fees

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

#### 6.4 Adding Service(s)

Subject to the provisions of the Order, the Subscribing Entity may add additional services by placing an Order in the State's Ordering System to modify an Order. 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) 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).

#### 6.5 Change of Service(s)

6.5.1 Subject to the provisions of the Order, the Subscribing Entity may change the bandwidth of the service under a particular order during the term of the order upon thirty (30) days' notice if Service Provider is notified of the request by placing an Order in the State's Ordering 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, should Subscribing Entity terminate the Service, any Early Disconnection Charges will be calculated based on the original MRC under the order for the applicable term of the terminated circuit.

6.5.2 Example of an Early Disconnection Charge Following a Change of Service: (For pricing information, please refer to the applicable "E-Line Point-to-Point Ethernet Circuit Service Pricing Schedule" listed previously in this Service Attachment.)

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

Original Service = 25 MB circuit with a 36 month term (MRC = \$AAA) Changed Service = 50 MB (8 months into the initial 36 month term)

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

Original Service for renewal term = 50 MB circuit with a 36 month term (MRC = \$L,LLL)  
Changed Service = 10 MB (18 months into the 36 month renewal term) MRC for Changed Service = \$M,MMM (10 MB at the 12 month term rate for the remaining 18 months)

Early Disconnection Charge = (A) + (B)

(A) \$P,PPP (14 months remaining x \$L,LLL MRC x 50%)

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

6.5.3 Changed Service – if the Subscribing Entity wants to make a change to their bandwidth, that is equal or greater than the current bandwidth, then the MRC and term will remain the same. If the Subscribing Entity wants to decrease their bandwidth, then the MRCs for the changed service will then be based on the nearest lesser full-year term remaining in the applicable order.

## 6.6 Delay Installation Request

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

## 7 Service Level Agreement for E-Line Ethernet Service

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

### 7.1 Network Performance

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 Service Provider, 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 Service Provider becomes aware of a Service impacting network issue. Network Availability is calculated on reported or discovered Outages (as defined in Section 10.2 below).

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

**Network Availability (%) = 100 % - Total number of minutes of circuit Service Outages per month by ticket (divided by)**

**Total number of days in month x 24 hours x 60 minutes x total circuits\* active under this Service Attachment.**

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

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

$$\text{Network Latency (network)} = \left[ \begin{array}{l} \text{Total Sum (latency for Subscribing Entity demarc to Service Provider} \\ \text{divided by} \\ \text{Total Number of Demarc} \end{array} \right]$$

## 7.3 Packet Loss

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).

**Packet Loss (%) = [100 % - Packet Delivery %]**

## 7.4 Jitter

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 Bandwidth (usage) reports will be provided at the monthly review meeting between the State and Service Provider.
- 7.5.2 "Throughput" is measured relative to the theoretical maximum of the transport circuit measured in "bits per second" on a circuit between the Subscribing Entity/Service Provider 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.
- 7.5.3 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. Any time after acceptance Subscribing Entity shall initiate such request by opening a Trouble Ticket with Service Provider. The Throughput measurement test is intended to validate network performance from end-to-end on Service Provider'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 Service Provider becomes aware of Service impacting network issues, and the time the Service is restored. If Subscribing Entity disputes Service Provider'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 are:
  - Severity 1 — Critical                      Average within 4 hours
  - Severity 2 — Major                        Average within 8 hours"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

Service Provider will perform routine network maintenance ("Routine Network Maintenance") for network improvements and preventive maintenance. Service Provider 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 Service Provider, could result in a serious degradation or loss of Service, provided that Service Provider'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

Unless otherwise agreed to between the Parties, Routine Network Maintenance is performed during Service Providers 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

If Service Provider intends to perform maintenance outside of the Routine Network Maintenance window set forth above, then Service Provider 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 Service Request.

### 8.5 Call Charges

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

## 9 Service Level Objectives

The following section is a description of Service Provider's network performance SLOs for the Service.

The following table represents monthly average objectives that will be measured in a given month:

<b>SLO</b>	<b>Target</b>
Network Availability	99.95%
Network Latency roundtrip - E-Line Dedicated 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 Service Provider will make available to Subscribing Entity monthly reports detailing the network performance of the Service in relation to Network Availability and Latency. Such report will be available to the Subscribing Entity in a mutually agreed upon format.

9.2. Substantial recurring deficiencies or errors without a specific remedy elsewhere will be handled in accordance with Section 11.4.

## 10 Outage Credits

10.1 For purposes of this SLA, a "Service Outage" will mean an unavailability of the Service to carry traffic between two points of termination; 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 circuit has not been accepted by Subscribing Entity; (ii) the negligence, error, acts or omissions of Subscribing Entity or others authorized by Subscribing Entity to use the

Service; (iii) failure of Subscribing Entity provided equipment; (iv) during any period in which Service Provider or its agents are not afforded access to the premises 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 Service Provider for maintenance or rearrangement purposes (including, without limitation, during any Routine Network Maintenance); (vi) any period when Subscribing Entity elects not to release the Service for testing and/or repair and continues to use it on an impaired basis; (vii) an event where Service Provider'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, Service Provider shall provide a credit (the "Outage Credit") for Service as follows:

<b>Length of Outage (cumulative)</b>	<b>Credit</b>
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

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 place a Termination Order in the State's Ordering System for notification of such termination within thirty (30) days after the applicable Outage. Such termination will be effective forty-five (45) days after Service Provider's receipt of such written notice of termination.

**11 Remedies**

11.1 Upon Subscribing Entity's request to the Service Provider 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

An Outage will begin when Subscribing Entity opens a Trouble Ticket for the affected Service and Service Provider acknowledges receipt of such Trouble Ticket and validates that the Service is affected by an Outage, or when Service Provider becomes aware of network Outages as a result of multiple Subscribing Entities being affected. Service Provider will not unreasonably withhold or delay such acknowledgement and validation. An Outage is concluded when Service Provider 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 Service Provider 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 circuit(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 circuit, if any, to terminate the affected circuit(s) without charge or liability. If a Subscribing Entity terminates a circuit pursuant to this Section 11.3.1 within the first twelve (12) months following the Bill Date, Service Provider 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.

11.3.2 If during any twelve (12) month period Excessive Outages have occurred with respect to 30% of the highest number of all circuits 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 Subscribing Entity shall have the option to terminate the Order (by placing a Termination Order in the State's Ordering System) The Subscribing Entity must exercise this option within three (3) months of the end of the applicable twelve (12) month period of Excessive Outages.

## 11.4 Recurring Service Errors

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, Service Provider 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 Service Provider 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 Service Provider and the date by which such corrective action shall be completed. Service Provider shall take the corrective action described in the action plan. Should the action plan fail to resolve the nonconformity in all material respects, Service Provider 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 Service Provider's then-current escalation procedures. This process will continue until the correction is achieved or the parties agree to cancel the circuit without further obligation of either party. The provisions of this Section 11.4 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 Service Provider 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. Service Provider's staff shall be knowledgeable employees in the telecommunications industry, Service Provider's products, and services, and basic troubleshooting techniques.

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

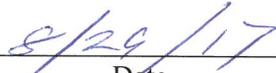
## **13 Installation and Acceptance of Service**

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, Service Provider personnel to install, deliver, operate and maintain the Service and equipment as ordered hereunder at Subscribing Entity's facilities. Subscribing Entity shall permit Service Provider 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 Service Provider 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 Service Provider with all required consents, Service Provider shall use commercially reasonable efforts to install the Service in accordance with a mutually agreed upon schedule. Service Provider 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 Service Provider notice accepting or rejecting the Service. If Subscribing Entity determines during the Acceptance Period that the Service is not operating in conformity with Service Provider's service specifications, Subscribing Entity shall immediately notify Service Provider (specifying in reasonable detail the defect or failure of the Service). In the event that Subscribing Entity notifies Service Provider in writing that the Service is unacceptable, Service Provider 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 Service Provider without the Service complying with Service Provider's service specifications. If Subscribing Entity notifies Service Provider of acceptance of the Service as set forth above, or fails to notify Service Provider 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 Service Provider's CPE with Subscribing Entity's equipment will be performed by Subscribing Entity. Subscribing Entity's sole and exclusive remedy for Service Provider's failure to provide acceptable Service as set forth above shall be to terminate the applicable order without liability to either party.

**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>BUCKEYE TELESYSTEM, INC.</b>	<b>STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES</b>
	
Signature	Signature
Denton Parson	Robert Blair
Printed Name	Printed Name
Executive Vice President - COO	DAS Director
Title	Title
	
Date	Effective Date
31-1560010	
Federal Tax ID	

**STANDARD AFFIRMATION AND DISCLOSURE FORM**

**EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

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

---

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

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

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

2. Location where Services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

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

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

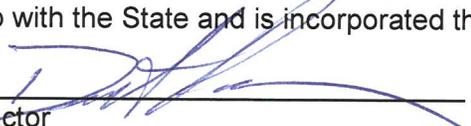
Name/Location(s) where State data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of Services performed by Contractor or its subcontractors before, during and after execution of any agreement with the State. Contractor 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 Contractor to perform the Services outside the United States.

On behalf of the Contractor, 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 Contractor may enter into with the State and is incorporated therein.

By:   
\_\_\_\_\_  
Contractor

Print Name: Denton Parson

Title: Executive Vice President - COO

Date: 8/29/17

1.1 Pricing is based on a per circuit basis.

1.2 Delivery of the circuit to the Subscribing Entity's location can be either: (a) point to point connection between Subscribing Entity locations, or (b) point-to-point connection between Subscribing Entity location and the BON (location defined by Service Provider).

1.3 E-Line Point-to-Point Ethernet Connection Service Pricing Schedules.

*E-Line Point-to-Point Ethernet Connection Service Pricing Schedule - 12 Month Term*

<b>Bandwidth (MB)</b>	<b>On-Net Monthly Recurring Charge</b>	<b>Off-Net Monthly Recurring Charge</b>	<b>Non-Recurring Installation Fee</b>	<b>Non-Recurring Construction Costs</b>
3	\$80	ICB	\$500	ICB
5	\$115	ICB	\$500	ICB
10	\$195	ICB	\$500	ICB
20	\$280	ICB	\$500	ICB
25	\$325	ICB	\$500	ICB
50	\$565	ICB	\$500	ICB
100	\$755	ICB	\$500	ICB
500	\$1,415	ICB	\$500	ICB
1000	\$2,085	ICB	\$500	ICB

*E-Line Point-to-Point Ethernet Connection Service Pricing Schedule - 36 Month Term*

<b>Bandwidth (MB)</b>	<b>On-Net Monthly Recurring Charge</b>	<b>Off-Net Monthly Recurring Charge</b>	<b>Non-Recurring Installation Fee</b>	<b>Non-Recurring Construction Costs</b>
3	\$70	ICB	Waived	ICB
5	\$100	ICB	Waived	ICB
10	\$175	ICB	Waived	ICB
20	\$255	ICB	Waived	ICB
25	\$290	ICB	Waived	ICB
50	\$510	ICB	Waived	ICB
100	\$650	ICB	Waived	ICB
500	\$1,175	ICB	Waived	ICB
1000	\$1,575	ICB	Waived	ICB

*E-Line Point-to-Point Ethernet Connection Service Pricing Schedule - 60 Month Term*

<b>Bandwidth (MB)</b>	<b>On-Net Monthly Recurring Charge</b>	<b>Off-Net Monthly Recurring Charge</b>	<b>Non-Recurring Installation Fee</b>	<b>Non-Recurring Construction Costs</b>
3	\$65	ICB	Waived	ICB
5	\$90	ICB	Waived	ICB
10	\$150	ICB	Waived	ICB
20	\$215	ICB	Waived	ICB
25	\$250	ICB	Waived	ICB
50	\$440	ICB	Waived	ICB
100	\$475	ICB	Waived	ICB
500	\$875	ICB	Waived	ICB
1000	\$1,175	ICB	Waived	ICB

2. Upon Acceptance of the Service, Subscribing Entity pays ALL construction costs and installation fees and the first month's MRC, with subsequent MRCs paid when due.,

2.1 Up-Front Payments

For Subscribing Entities who want to provide a one-time Up-Front Payment, the Service Provider will recalculate the monthly rate to reduce the Monthly Recurring Charge(s) (MRC). The aggregate cost to the Subscribing Entity under this option cannot exceed the aggregate cost as specified in the pricing table in Addendum A. The Up-Front Payment option does not allow the Service Provider to invoice a Subscribing Entity for an entire year of MRC unless it is per the direction of the Subscribing Entity.

2.2 Internet Service Pricing

2.2.1 Pricing requires the Subscribing Entity to have ordered a separate connection to the Service Provider network pursuant to this Service Attachment.

2.2.2 Internet Service Pricing consists of an MRC, an installation fee, and a term of order.

*Internet Access Service Pricing - 12 Month Term*

<b>Bandwidth MB</b>	<b>On-Net MRC</b>	<b>NRC</b>	<b>Off-Net MRC</b>	<b>NRC Construction Costs</b>
3	\$150.00	ICB	\$500.00	ICB
5	\$215.00	ICB	\$500.00	ICB
10	\$370.00	ICB	\$500.00	ICB
20	\$535.00	ICB	\$500.00	ICB
25	\$620.00	ICB	\$500.00	ICB
50	\$1,075.00	ICB	\$500.00	ICB
100	\$1,525.00	ICB	\$500.00	ICB
500	\$3,050.00	ICB	\$500.00	ICB
1000	\$4,095.00	ICB	\$500.00	ICB

*Internet Access Service Pricing - 36 Month Term*

<b>Bandwidth MB</b>	<b>On-Net MRC</b>	<b>NRC</b>	<b>Off-Net MRC</b>	<b>NRC Construction Costs</b>
3	\$125.00	ICB	Waived	ICB
5	\$160.00	ICB	Waived	ICB
10	\$250.00	ICB	Waived	ICB
20	\$450.00	ICB	Waived	ICB
25	\$545.00	ICB	Waived	ICB
50	\$975.00	ICB	Waived	ICB
100	\$1,325.00	ICB	Waived	ICB
500	\$2,800.00	ICB	Waived	ICB
1000	\$3,600.00	ICB	Waived	ICB

*Internet Access Service Pricing - 60 Month Term*

<b>Bandwidth MB</b>	<b>On-Net MRC</b>	<b>NRC</b>	<b>Off-Net MRC</b>	<b>NRC Construction Costs</b>
3	\$120.00	ICB	Waived	ICB
5	\$150.00	ICB	Waived	ICB
10	\$240.00	ICB	Waived	ICB
20	\$425.00	ICB	Waived	ICB
25	\$490.00	ICB	Waived	ICB
50	\$850.00	ICB	Waived	ICB
100	\$1,150.00	ICB	Waived	ICB
500	\$2,550.00	ICB	Waived	ICB
1000	\$3,100.00	ICB	Waived	ICB