

**SERVICE ATTACHMENT #001
BY AND BETWEEN
NETGAIN INFORMATION SYSTEMS COMPANY AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

THIS SERVICE ATTACHMENT #001 (the “Service Attachment”) is by and between **NetGain Information Systems Company**, an Ohio corporation, (“**Service Provider**”), having an office at 220 Reynolds Avenue, Bellefontaine, Ohio 43311 and the State of Ohio (“**State**”), through its Department of Administrative Services (“**DAS**”), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Service Provider also are sometimes referred to jointly as the “**Parties**” or individually as a “**Party**”. The effective date of this Agreement is the date it is signed on behalf of the State (“**Effective Date**”). It amends that certain Master Service Agreement (“**MSA**”) between the Parties dated April 27, 2017.

1. Metro Ethernet Service Overview

Service Provider’s Metro Ethernet Transport Service (“ETS”) is an Ethernet over Fiber solution that transmits voice, video and data between: (i) a Subscribing Entity “A Location” directly to a Subscribing Entity “Z Location”; or (ii) two or more Subscribing Entity Locations together via an Aggregation Hub located in Service Provider’s Network, via one or more Virtual LANs (“VLANs”) configured on a single physical User Network Interface (“UNI”) port on Service Provider’s Customer Premise Equipment (“CPE”) located at each Subscribing Entity Location.

Optional Add-On Services include Direct Internet Access (DIA) for those Subscribing Entity Locations permitted by the State to connect directly to the Internet, using the single UNI, described above.

2. Description of Service

Metro Ethernet Transport Service is provided throughout the fiber-optic network operated by Service Provider. As part of the ETS, Service Provider will place CPE at each Subscribing Entity Location, as described in Section 3 herein.

3. Standard Service Features

As part of the ETS Service, at each Subscribing Entity Location, Service Provider will place a Network Interface Device inside each Subscribing Entity Location in order to terminate the fiber-optic cable and a fiber-optic patch cable to the CPE provided in order to convert the optical fiber signal into a standard RJ45 10/100/1000/10000 Mbps Ethernet Interface port which will interconnect to the Subscribing Entity’s equipment interface in order to provide the connection.

4. Optional or Add-On Service Features

- a. **Fiber Construction.** Fiber construction necessary to place a Subscribing Entity Location On-Net to Service Provider will be priced on an Individual Case Basis “**ICB**”) and either: (i) invoiced as a Non-Recurring Charge (“**NRC**”); or (ii) amortized over a term of months as part of the Monthly Recurring Charge (“**MRC**”), as agreed upon between the Subscribing Entity and Service Provider. ETS is categorized as:
- i. **On-Net to On-Net:** Connectivity between locations of Subscribing Entity where Service Provider has existing fiber facilities.
 - ii. **On-Net to Off-Net:** Connectivity between locations of Subscribing Entity where Service Provider has existing fiber facilities at one of the Subscribing Entity Locations, but not at the other Subscribing Entity Location. Service Provider may elect to service the location to which it does not have existing fiber facilities by constructing fiber to the site itself in which case the site will become On-Net for all future orders. Alternatively, Service provider may elect to service the location to which it does not have existing fiber facilities by securing lit service through a third-party, in which case the site will remain Off-Net.
 - iii. **Off-Net to Off-Net:** Connectivity between locations of Subscribing Entity to which Service Provider does not have existing fiber facilities at either location. Service Provider may elect to service one or both locations to which it does not have existing fiber facilities by constructing fiber to the site(s); in which case the site(s) will become On-Net for all future orders. Alternatively, Service Provider may service one or both locations, to which it does not have existing fiber facilities, by securing services through a third-party, in which case the site(s) will remain Off-Net.
- b. **Protected Services,** described in the Section will be available on an ICB, and include, without limitation, the following:
- i. Diverse Service Provider Points-of-Presence (“**PoP**” or “**PoPs**”)
 - ii. Redundant Fiber Paths. Diverse fiber paths from the Subscribing Entity Location to the nearest Service Provider PoP
 - iii. Redundant Building Entrances. Diverse fiber paths from the nearest fiber point(s) of meet into separate building entrances at the Subscribing Entity Location
 - iv. Redundant Electronics and Optronics:
 - 1. Dual Service Provider CPE
 - 2. Dual Power Supplies within Service Provider CPE

3. Dual Optical Interfaces within Service Provider CPE
4. Uninterruptible Power Supplies for Service Provider CPE
5. Static Public IP Addresses, either IP v4 or IP v6.

c. **Direct Internet Access (“DIA”)** – DIA can be delivered to Subscribing Entities via an additional port or a separate VLAN on a single port CPE.

5. **Fee Structure**

Service Provider provides the following pricing schedule to deliver dedicated fiber ETS to the Subscribing Entities. The pricing schedule consists of:

- a. **Non-Recurring Fiber Construction Cost.** This component consists of the necessary costs to deliver the services to any Off-Net Subscribing Entity Locations. Due to the individual circumstances of each Subscribing Entity Location, this component is calculated on an ICB.
- b. **Non-Recurring Installation Fee.** This component consists of the necessary costs to deliver the services to Subscribing Entity Locations. This Fee is waived for standard ETS at all Subscribing Entity Locations.
- c. **ETS Recurring Monthly Charges.** This component consists of the MRC for the desired bandwidth between selected Subscribing Entity Locations. The MRC includes inside building demarcation costs located within fifty (50) feet of the building cable entrance.
- d. **(Optional) Direct Internet Access.** This component consists of the MRC for the desired bandwidth from selected Subscribing Entity Locations to the public Internet.
- e. **(Optional) Protected Services.** This component consists of the NRC and MRC for any desired optional Protected Services, as described above in Section 4(b). Due to the individual circumstances of each Subscribing Entity Location, this component is calculated on an ICB.
- f. **Term Discounts.** The length of each service term between a Subscribing Entity and the Service Provider determines the MRC discount, as shown in the Pricing Schedule set forth in Section 5 (g) below.
- g. **Pricing Schedule.** The following schedule reflects Service Provider’s current On-Net Subscribing Entity Location to On-Net Subscribing Entity Location ETS pricing, which includes the 2% Cost Recovery Fee. The Cost Recovery Fee is not E-Rate eligible.

This Pricing Schedule does not include any applicable items set forth in Section 10 (a) herein.

GOVERNMENT											Internet Add-On	
Bandwidth	CPE Port		MRC	MRC	MRC	MRC	MRC	MRC	NRC	NRC	MRC Port	
			Monthly	12 months	24 months	36 months	48 months	60 months	Installation	Construction		
3	Mbps	1	Gbps	\$433	\$398	\$366	\$320	\$295	\$252	Waived	ICB	\$10
5	Mbps	1	Gbps	\$464	\$426	\$392	\$343	\$316	\$270	Waived	ICB	\$17
10	Mbps	1	Gbps	\$556	\$512	\$471	\$412	\$379	\$324	Waived	ICB	\$28
20	Mbps	1	Gbps	\$618	\$569	\$523	\$458	\$421	\$360	Waived	ICB	\$55
30	Mbps	1	Gbps	\$680	\$625	\$575	\$503	\$463	\$396	Waived	ICB	\$83
40	Mbps	1	Gbps	\$742	\$682	\$628	\$549	\$505	\$432	Waived	ICB	\$90
50	Mbps	1	Gbps	\$803	\$739	\$680	\$595	\$547	\$468	Waived	ICB	\$96
100	Mbps	1	Gbps	\$823	\$757	\$697	\$609	\$561	\$479	Waived	ICB	\$193
200	Mbps	1	Gbps	\$1,174	\$1,080	\$994	\$870	\$800	\$684	Waived	ICB	\$385
300	Mbps	1	Gbps	\$1,288	\$1,185	\$1,090	\$954	\$877	\$750	Waived	ICB	\$495
400	Mbps	1	Gbps	\$1,416	\$1,303	\$1,199	\$1,049	\$965	\$825	Waived	ICB	\$660
500	Mbps	1	Gbps	\$1,591	\$1,464	\$1,347	\$1,179	\$1,084	\$927	Waived	ICB	\$743
1,000	Mbps	1	Gbps	\$2,034	\$1,872	\$1,722	\$1,507	\$1,386	\$1,185	Waived	ICB	\$1,375
2,000	Mbps	10	Gbps	ICB	ICB	ICB	ICB	ICB	ICB	Waived	ICB	ICB
3,000	Mbps	10	Gbps	ICB	ICB	ICB	ICB	ICB	ICB	Waived	ICB	ICB
4,000	Mbps	10	Gbps	ICB	ICB	ICB	ICB	ICB	ICB	Waived	ICB	ICB
5,000	Mbps	10	Gbps	ICB	ICB	ICB	ICB	ICB	ICB	Waived	ICB	ICB
10,000	Mbps	10	Gbps	ICB	ICB	ICB	ICB	ICB	ICB	Waived	ICB	ICB

6. Terms and Conditions

a. **Service Ordering – New Services**

- i. Subject to the terms of this Service Attachment and the MSA, a Subscribing Entity must request Services from Service Provider through the State's Ordering System.
- ii. The request for Services will contain a written description of the Service to be provided and the target date on which Service should commence. **“Service Commencement Date.”**
- iii. Service Provider's quote for the requested Services will include the applicable NRC (if any) and MRC; as well as an estimated Service Commencement Date.
- iv. Service Provider will not begin providing Service, or performing any related work, until an Order has been approved by the Subscribing Entity through the State's Ordering System.
- v. Service Provider will issue a Service Order Confirmation Notice promptly (within 48-hours unless otherwise agreed) after a Subscribing Entity approves a proposed Order.

- vi. No terms of an Order may alter the terms of this Service Attachment or the MSA.
- vii. If, after acceptance of an Order, the Subscribing Entity wishes to change Service requirements, the Subscribing Entity will notify Service Provider, who will issue a new quote and revise the Order through the State's Ordering System.

b. Service Installation and Acceptance.

- i. Installation and Acceptance. Service Provider will notify the Subscribing Entity via email or any other means of notification the Subscribing Entity may prefer when the Service is ready for use ("Service Acceptance Notice"), and Service Provider will begin billing Subscribing Entity for Service on the Service Commencement Date, which is the earliest of the following:
 - 1. the date that the Subscribing Entity places live traffic on the Service;
 - 2. the Subscribing Entity provides written acceptance of the Service; or
 - 3. ten (10) State business days after Service Provider sends the Service Acceptance Notice to the Subscribing Entity, unless the Subscribing Entity notifies Service Provider that the Service is not functioning in accordance with the Service technical specifications (defined as any applicable documentation provided to the Subscribing Entity or other specifications as agreed by the parties) ("Start of Service Date")
- ii. Following written notice from the Subscribing Entity to the Service Provider that the Service is not functioning in accordance with the Service Technical Specifications, Service Provider will take such reasonable action as is necessary to correct any non-compliance and will notify the Subscribing Entity when the non-compliance is corrected. Service Provider will send out another Service Acceptance Notice. The State will have ten (10) State business days after the Service Provider sends the Service Acceptance Notice to the Subscribing Entity to notify the Service Provider if the Service is not functioning in accordance with the Service Technical Specifications.
- iii. The process set forth above will continue until the the earliest of the following events occurs:
 - 1. The Subscribing Entity places live traffic on the Service;
 - 2. The Subscribing Entity provides written acceptance of the Service,
 - 3. ten (10) State business days has expired since a Service Acceptance Notice was sent to the Subscribing Entity; and the Service is deemed accepted by the Service Provider, or
 - 4. The Subscribing Entity sends written notice to Service Provider rejecting the Service, and terminating the Service Order, due to Service Provider's inability to deliver the Service in conformance with the Service's Technical Specifications: in which case the Subscribing Entity will not be liable for any Early Termination Fees.

- iv. Installation Delays. The Subscribing Entity may delay installation for up to thirty (30) days following the original Service Commencement Date at no charge, if Subscribing Entity provides written notice to Service Provider, through the State's Ordering System, at least ten (10) days prior to the original, target Service Commencement Date.
- v. Expedited Installation. The Subscribing Entity may request an expedited installation of a Service. Service Provider reserves the right to determine if it can logistically accommodate each expedited installation request; and to determine an appropriate expedite fee, which may be provided on an ICB. Quote must be processed through the State's Ordering System.

c. Service Upgrades, Moves, Adds and Changes.

- i. Service Upgrades. Subject to the terms of this Service Attachment and the MSA, the Subscribing Entity may request that Service Provider increase the speed of an existing Service (i.e. 20 Mbps is increased to 30 Mbps) without incurring Early Termination Charges by submitting a new Order for the desired speed. Such revised Order must be executed through the State's Ordering System and approved. The MRC of the upgraded Service must be equal to or greater than that of the Service being upgraded. Unless otherwise agreed in writing by both Parties, the Service Term for the new, increased speed will be equal (co-terminus) to or greater than the remaining Service Term for the existing Service. Additionally, the Subscribing Entity will be charged the applicable NRC change fee and MRC as agreed between the Subscribing Entity and Service Provider in a revised Quote, through the State's Ordering System.
- ii. Service Moves. Subject to the terms of this Service Attachment and the MSA, the Subscribing Entity may request that Service Provider move an existing Service from one or more existing Subscribing Entity Locations to one or more new Subscribing Entity Locations, without incurring an Early Termination Charge, by simultaneously submitting to Service Provider:
 - 1. an Order for the desired Service at the new Subscribing Entity Location(s) including any applicable De-Installation / Re-Installation Fees and/or Fiber Construction Fees; upon which the Parties agree on an ICB due to the unique nature of each Subscribing Location (i.e. On-Net, Off-Net, etc.)
 - 2. a disconnect Order for Services at the existing Subscribing Entity Locations that are being disconnected.
- iii. Service Adds. Subject to the terms of this Service Attachment and the MSA, the Subscribing Entity may change its network topology to add one or more new Subscribing Entity Locations by submitting a new Order and paying an applicable

NRC change fee, including any Fiber Construction Costs, as agreed upon between the Subscribing Entity and Service Provider through a revised quote and process as an original new Order through the State's Order System.

- iv. Service Order Changes. Subject to the terms of this Service Attachment and the MSA, if Service Provider has issued an Order Confirmation Notice, but has not yet issued a Service Acceptance Notice, for an Order that has been executed by both Parties, the Subscribing Entity may request, in writing, a change to the Order. Service Provider will request Order return to them via the State's Ordering System. Then, Service Provider will revise the Quote specifically identifying the requested changes, amended NRC and MRC, and applicable NRC change fee as agreed upon by the Subscribing Entity and Service Provider.
- v. Service Terms for Upgrades, Moves, Adds and Changes. Unless otherwise agreed by both Parties, in writing, the Service Term of any upgraded, moved, added or changed Service Order will be equal to or longer than: (a) the remaining Service Term of the existing Service being modified; or (b) the minimum Service Term, whichever is longer. The Subscribing Entity will be charged any applicable NRC change fee.
- vi. Expedited Upgrades, Moves, Adds and Changes. Subject to the terms of this Service Attachment and the MSA, the Subscribing Entity may request that Service Provider expedite any of the above to a date prior to the targeted Service Commencement Date by indicating such on their Order; following the process and terms set forth in Section 6(b)(iv) above.

d. Early Service Termination.

- i. Early Termination Option. Subject to the terms of this Service Attachment and the MSA, a Subscribing Entity may cancel a Service, after a Service Order has been mutually accepted, but before the expiration of either its Initial Service Term or an Extended Service Term, by: (a) submitting a cancellation notice in the State's Ordering System, at least thirty (30) days prior to the desired termination date ("**Termination Date**"); and (b) agreeing to pay to Service Provider fees for early termination ("**Early Termination Charge**" or "**Early Termination Charges**") if applicable.
- ii. Early Termination Charges. The Subscribing Entity will pay to Service Provider:
 - 1. any NRCs, including Installation Fees and Fiber Construction fees, for the cancelled Service(s) that were previously waived or not paid at the standard NRC rates set forth in the Order, plus

2. fifty percent (50%) of all remaining Service MRCs from the Termination Date through the end of the then current Service Term.

e. Invoicing and Payments.

- i. Service Provider will invoice the Subscribing Entity for new Service within sixty (60) days of a Service Commencement Date; for all NRC and pro-rated MRC for the first month of service.
- ii. Thereafter, Service Provider will invoice the Subscribing Entity for existing Service on a monthly basis, at the first of each month, for services to be provided in that month.
- iii. All other applicable NRCs shall be invoiced by Service Provider to the Subscribing Entity within sixty (60) days of a triggering event.

7. Equipment Discounts

- a. Under the terms of the Service, the combined NRC and MRC cover the cost of Service Provider providing all CPE necessary for the Subscribing Entity to use the Service.

8. Service Level Agreements

- a. This Service Provider Service Level Agreement (“**SLA**”) applies to the Service, effective as of the Service Commencement Date. The provisions of this SLA states the Subscribing Entity’s soul and exclusive financial remedies for Service interruptions or Service deficiencies.
- b. Service Provider NOC. Service provider will maintain and staff a toll-free telephone number on a twenty-four (24) hours a day, seven (7) days a week, including all holidays, to which the Subscribing Entity may call to report an Outage of the Subscribing Entity’s Service.
- c. Service Level Thresholds. The following SLA table represents service providers monthly average service level objectives for the service, measured in any calendar month:

Service Level Thresholds	Target
Network Availability	99.95%
Roundtrip Latency	<= 25ms avg. if local; or <= 52ms avg. if intra-region transport
Throughput (Bandwidth)	100% of theoretical maximum
MTTR (depending on severity)	4 – 8 hours

- d. Network Availability. (“**Network Availability**”) is defined as the total number of minutes in a billing month during which the Service is available to exchange data between the Site Equipment and Service Provider’s Internet Point of Presence Equipment; divided by the total number of minutes in a billing month.

The calculation of Network Availability: (a) commences as of the date and time when: (i) the Subscribing Entity opens a trouble ticket based on unavailability of the Service (“Trouble Ticket”) with Service Provider; or (ii) when Service Provider becomes aware of a Service impacting issue, whichever is earlier; and (b) is based on the availability of the Service during the monthly Service billing period in which the Subscribing Entity opens the Trouble Ticket

Network Availability is calculated as follows. Network Availability (%) =

$$\left(100 \% - \left(\frac{\text{Total Number of Minutes Unavailable per Month by ticket}}{24 \text{ hours} \times 60 \text{ minute}} \right) \right) \times 100 \quad \text{Total Number Days in Month}$$

- e. Roundtrip Latency. “**Round-trip Latency**” or “**Latency**” is the average round-trip network delay, measured every five (5) minutes, to adequately determine a consistent average monthly Service performance level for latency at the relevant hub. The round-trip delay is expressed in milliseconds (ms). The observation period is one (1) calendar month. 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.
- f. Throughput. “**Throughput**” is measured relative to the theoretical maximum of the transport measured in “bits per second” of the Service between two Subscribing Entity Service Locations or between a Subscribing Entity Location and the interconnection point of the Service Provider and the Internet Carrier, as appropriate. 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. Throughput measurement testing will be performed as part of the acceptance testing; and can be requested thereafter in the event the Service-impacting degradation issues develop. The Throughput measurement test is intended to validate network performance from end-to-end on Service Provider’s facilities; and is not intended to test the performance of Service Provider’s Internet providers. Subscribing Entity is responsible for providing appropriate testing equipment and resources for requested Throughput testing. Throughput reports are available upon request.

- g. Mean Time to Restore.** 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, (whichever occurs first) and the time the Service is restored. If Subscribing Entity disputes Service Provider’s determination of when the Service is restored, the Parties will 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 Service Outage (as defined below). There are two (2) priority levels of Trouble Ticket severity (Critical and Major). MTTR objectives by Severity Level:

Severity Level	Definition	Average MTTR
1 - Critical	A complete outage affecting Subscribing Entity’s Service	Within 4 hours
2 - Major	A partial outage or service degradation affecting Subscribing Entity’s Service	Within 8 hours

- h. Outage Credits.** Except for outages caused by (i) a Force Majeure Event as defined in the MSA; (ii) an act or omission by Subscribing Entity; or (iii) scheduled Maintenance, if a Service Level Threshold is not met and such non-performance lasts for a continuous period of thirty (30) minutes, an “**Outage**” occurs. If Subscribing Entity timely submits an Outage Credit Request in accordance with the “Remedies” section below, Service Provider will provide an “**Outage Credit**” as follows:

Length of Outage (continuous)	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 - 12 Hours	70% of MRC
12 Hours or greater	100% of MRC

- i. Outage Remedies. To be eligible for Outage Credits under this SLA, the Subscribing Entity must be in good standing with Service Provider and current in its obligations, excluding any invoices that are in dispute. Service Provider will determine the credits provided to the Subscribing Entity by applying the applicable remedies set forth in this SLA; and will provide written notice to the Subscribing Entity of such Outage Credits, promptly after Outage Credits are incurred. Service Provider will use reasonable efforts to apply the Outage Credits to the month in which the event giving rise to the Outage Credit occurred, and provide written notice to the Subscribing Entity when the credit is applied. The credits will apply to the MRCs of the affected Service after application of all discounts and do not apply to the MRCs of Services unaffected by the Outage. Any claims for credits not documented by Service Provider must be made by the Subscribing Entity and submitted to the Service Provider no later than ninety (90) days after an eligible Outage event.
- j. Outage Credit Posting. All Outage Credits will 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 9 state Subscribing Entity's sole and exclusive remedies for Service Outages or Service deficiencies of any kind whatsoever.
- k. Maintenance. Service Provider will use reasonable commercial efforts to perform all non-emergency "normal maintenance" or "scheduled maintenance" during pre-established maintenance windows; which will be from midnight to six (6) a.m. EST., Monday through Friday; as well as any holidays recognized by Subscribing Entity.

9. Additional Terms and Information.

- a. Governmental Charges.

Metro E Services are subject to applicable fees and surcharges, which will be passed to the Subscribing Entity and identified on the invoice under a separate line item in the month following the period in which Services were used or charges incurred. Such charges are a pass-through only; and will not be subject to any Cost Recovery Fee. Such fees and

surcharges charged to a Subscribing Entity may include (but are not limited to) the following:

- Federal Universal Service Fee
- State Universal Service Charge
- Regulatory Charge

- b. Acceptable Use Policy.** Subscribing Entity agrees that Service Provider will have the right, but not the obligation, to monitor traffic and content delivered over the Service, in order to prevent or stop a violation of any federal, state or local laws or Service disruption threats, including without limitation the following: (i) violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property rights, or similar laws or regulations, including, the downloading, installation, use, viewing or distribution of "pirated" software or entertainment products that are not appropriately licensed for Subscribing Entity's use; (ii) unauthorized copying or distribution of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the end user does not have an active license is strictly prohibited; or (iii) intentionally or unintentionally causing, or contributing to, security breaches and/or disruptions of Service Provider's Network; which includes without limitation, network connection stress testing, network sniffing, ping floods, packet spoofing, denial of service, port scanning, security scanning and forged MAC addresses, route information, or the like.

In Witness Whereof, the Parties have executed this Service Attachment #001, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

NETGAIN INFORMATION SYSTEMS COMPANY	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
	
Signature	Signature
Kelly L. Jones	Robert Blair/srd
Printed Name	Printed Name
President & COO	DAS Director Assistant Director/State CIO
Title	Title
April 19, 2017	
Date	Effective Date
06-1668653	
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 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:

128 West Columbus Avenue
(Address)

Bellefontaine, Ohio 43311
(City, State, Zip)

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

Not Applicable
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

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

128 West Columbus Avenue
(Address)

Bellefontaine, Ohio 43311
(City, State, Zip)

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

Not Applicable
(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 Service Provider: Any of Provider's Network Points of Presence, certainly at the NetGain-State NNI:

550 Scherer's Court
(Address)

Columbus, Ohio 43085
(Address, City, State, Zip)

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

Not Applicable
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Service Provider also affirms, understands and agrees that Service Provider and its Subcontracting Service 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: NetGain Information Systems Company

Print Name: Kelly L. Jones

Title: President and COO

Date: April 19, 2017