

STANDARD CONTRACT FOR SERVICES

1. **Parties.** This is a contract for services between the State of Vermont, Office of Purchasing & Contracting (hereinafter called “State”), and Windstream Services, LLC. with a principal place of business at 4001 Rodney Parham Rd., Little Rock, AR 72212, (hereinafter called “Service Provider”). Service Provider’s form of business organization is limited liability company. It is Service Provider’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Service Provider is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of Telecommunications, Networking and Internet services. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by the Service Provider, the State agrees to pay the Service Provider, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$1,000,000.00.

4. **Contract Term.** The period of Service Provider’s performance shall begin on January 15, 2023 and end on January 14, 2025. This Contract may be renewed for an additional (2) two 12-month periods at the discretion of the State.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and the Service Provider.

7. **Termination for Convenience.** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, the Service Provider shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. **Purchasing Entities.** This Contract may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont State Contract Administrator. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Contract are consistent with its procurement policies and regulations and negotiate supplemental terms necessary to comply with such Additional Purchaser’s requirements. For the avoidance of doubt, non-profit entities are not permitted to purchase under this Contract.

9. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. **For the Service Provider:**

Name: Daniel McCully

Phone: 856-723-4853

Email: Daniel.McCully@Windstream.com

b. **For the State:**

Name: Frank Costantino

Phone: 802-828-3760

Email: Frank.Costantino@vermont.gov

10. **Attachments.** This contract consists of 110 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

“State of Vermont – Federal Terms Supplement (non-construction)”

Attachment D – IT Professional Services Terms & Conditions

Attachment E – OfficeSuite UC and SD-WAN Service Level Agreement

Attachment F – OfficeSuite UC Service Level Agreement

Attachment G – Enterprise LAN Services Service Level Agreement

Attachment H – Data Products Service Level Agreement

Attachment I – SASE with Cato Networks Service Level Agreement

Attachment J – SD-WAN Service Level Agreement

Attachment K – Unified Communications as a Service Service Level Agreement

Attachment L – Windstream Service Terms & Conditions

Attachment M – Windstream Work Order Form

11. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

- (2) Attachment D
- (3) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (4) State of Vermont – Federal Terms Supplement (non-construction)
- (5) Attachment L
- (6) Attachment A
- (7) Attachment B
- (8) Attachment E
- (9) Attachment F
- (10) Attachment G
- (11) Attachment H
- (12) Attachment I
- (13) Attachment J
- (14) Attachment K
- (15) Attachment M

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

Signature: _____

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and
General Services

By the Contractor:

Date: _____

Signature: _____

Name: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

1. The Service Provider shall provide the State of Vermont with Telecommunications, Network Data and Internet Services as outlined below.
 - 1.1. These services must support the cost effective, highly reliable telecommunications and network infrastructure to meet the current and future needs of the State.
 - 1.2. The Service Providers must demonstrate their ability to provide and support network and telecommunications services that improve or optimize existing solutions.
2. **Network:**
 - The State requires networking connectivity and services to connect State facilities, including datacenters, 3rd party providers, and the internet. Current examples include:
 - Ethernet (Ethernet Virtual Private Line)
 - Internet Connectivity (Ethernet-dedicated Internet Access, coax/cable, fiber, cellular, Wi-Fi and Satellite)
 - MPLS
 - VPLS
 - Point to Point
 - Dark Fiber
 - Wave Services (such as 10Gb)
 - Digital Subscriber Line Services (DSL)
 - Cable modem access and equipment
 - Dedicated data circuits – interstate and intrastate (Point to Point)
 - PRI
 - SIP Trunks
 - Public / Guest Wireless Internet
 - SDWAN
3. **Telecommunications:**
 - The State requires a range of telecom services to support its employees and the services provided to the citizens of the State. Current examples include:
 - ISDN: primary rate
 - Local exchange
 - Traditional Business (POTS) lines
 - Calling card)
 - Centrex
 - Voicemail
 - VoIP
 - Directory assistance: interstate and intrastate
 - Toll services: interstate, intrastate, and international
 - Toll free 8XX Service: switched, interstate and intrastate
 - Pay Phones
4. **Geographic Coverage:**

As of November 2022, the following table is the State's current locations with Service Provider's information regarding services that can provided at those locations.

CURRENT STATE OF VERMONT LOCATIONS		DIA	POTS/VoIP	VoIP
ADDRESS	TOWN	Service	Service	Service
100 Mineral St.	Springfield	X	X	X
56 Main St.	Springfield	X	X	X
700 Charlestown Rd	Springfield	X	X	X
71 Main St.	Springfield	X	X	X
455 N Main	Barre City	X	X	X
1 Hospital Ct	Bellows Falls	X	X	X
991 Rockingham Rd	Bellows Falls	X	X	X
129 Elm St	Bennington	X	X	X
207 South Street	Bennington	X	X	X
2902 Vt Route 102	Bloomfield	X	X	X
3 Case St	Brandon	X	X	X
230 Main Street	Brattleboro	X	X	X
232 Main St	Brattleboro	X	X	X
464 Marlboro Rd	Brattleboro	X	X	X
3529 Vermont 105	Brighton	X	X	X
108 Cherry St	Burlington	X	X	X
11 Elmwood Av.	Burlington	X	X	X
110 Cherry St	Burlington	X	X	X
111 Colchester Ave	Burlington	X	X	X
150 S Winooski Ave	Burlington	X	X	X
175 Main St	Burlington	X	X	X
192 College Street	Burlington	X	X	X
143 Vt Route 141	Canaan	X	X	X
26 Woodside	Colchester	X	X	X
I-89 Exit 16	Colchester	X	X	X
1076 Interstate 91 S	Derby	X	X	X
5800 Interstate 89 S	Georgia	X	X	X
145 Billings Farm Rd	Hartford	X	X	X
1501 Interstate 91 S	Hartford	X	X	X
221 Beswick Dr	Hartford	X	X	X
1393 Green River Dam Rd	Hyde Park	X	X	X
154 Main St	Hyde Park	X	X	X
162 Commonwealth Ave	Hyde Park	X	X	X
212 Fitch Hill Rd	Hyde Park	X	X	X
3588 Main St	Manchester Center	X	X	X
5900 Us Route 4	Mendon	X	X	X

61 Valley View	Mendon	X	X	X
35 Court St	Middlebury	X	X	X
1 National Life Drive	Montpelier	X	X	X
115 State St	Montpelier	X	X	X
12 Baldwin St	Montpelier	X	X	X
13 Baldwin Street	Montpelier	X	X	X
13 Green Mountain Drive	Montpelier	X	X	X
149 State St	Montpelier	X	X	X
32 College Street	Montpelier	X	X	X
89 Main St	Montpelier	X	X	X
121 Lower Main St	Morristown	X	X	X
16 Park St	Morristown	X	X	X
29 Sunset Dr	Morristown	X	X	X
49 Portland St	Morristown	X	X	X
643 Brooklyn Hts	Morristown	X	X	X
74 Portland St	Morristown	X	X	X
197 Harrel St	Morrisville	X	X	X
2305 Laporte Rd	Morrisville	X	X	X
7 Court Street	Newfane	X	X	X
100 Main St	Newport	X	X	X
2559 Glen Road	Newport	X	X	X
2628 Airport Rd.	Newport	X	X	X
4611 Rte 5	Newport	X	X	X
100 Main St	Newport City	X	X	X
1002 Airport Rd	North Clarendon	X	X	X
1628 Route 7B	North Clarendon	X	X	X
31 Knights Pt Rd	North Hero	X	X	X
3677 Us Route 2	North Hero	X	X	X
67 S Windsor St	Royalton	X	X	X
1 Scale Ave.	Rutland	X	X	X
271 North Main	Rutland	X	X	X
60 West St	Rutland City	X	X	X
141 Shamrock Rd	South Burlington	X	X	X
21 Gregory Drive	South Burlington	X	X	X
75 San Remo Dr	South Burlington	X	X	X
27 Federal Street	St Albans	X	X	X
27 Fisher Pond Rd	St Albans	X	X	X
3649 Lower Newton Road	St Albans	X	X	X
680 Lower Newton Rd	St Albans	X	X	X
20 Houghton	St Albans City	X	X	X
58 Harvey Rd	Underhill	X	X	X

103 S Main	Waterbury	X	X	X
177 Reservoir Rd	Waterbury	X	X	X
280 State Drive	Waterbury	X	X	X
43 Randall	Waterbury	X	X	X
46 S Main St	Waterbury	X	X	X
58 S Main	Waterbury	X	X	X
61 Depot St	White River Junction	X	X	X
201 Lawrence Pl	Williston	X	X	X
511 Woodstock Rd	Woodstock	X	X	X
147 Dewey St	Bennington	X	X	X
1563 Walloomsac Rd	Bennington	X	X	X
310 Main St	Bennington	X	X	X
324 Main St	Bennington	X	X	X
1594 Waits River Rd	Bradford	X	X	X
13 Spring Tree Rd	Brattleboro	X	X	X
28 Vernon St	Brattleboro	X	X	X
30 Putney Rd	Brattleboro	X	X	X
41 Harmony Pl	Brattleboro	X	X	X
41 Spring Tree Rd	Brattleboro	X	X	X
50 Park Place	Brattleboro	X	X	X
175 Main Street	Burlington	X	X	X
85 S Prospect St	Burlington	X	X	X
756 Belvidere Rd	Eden	X	X	X
26 Woodside Dr	Essex Town	X	X	X
14 Fish Hatchery Rd	Grand Isle	X	X	X
118 Prospect Street	Hartford	X	X	X
224 Holiday Dr	Hartford	X	X	X
444 Airport Road	Highgate	X	X	X
179 Main St.	Hyde Park	X	X	X
252 Main Street	Hyde Park	X	X	X
156 South Village Green	Middlebury	X	X	X
7 Mahady Court	Middlebury	X	X	X
10 Taylor Street	Montpelier	X	X	X
109 State St	Montpelier	X	X	X
111 State St	Montpelier	X	X	X
112 State	Montpelier	X	X	X
133 State St	Montpelier	X	X	X
575 Stone Cutters Way	Montpelier	X	X	X
58 E State St	Montpelier	X	X	X
660 Elm St	Montpelier	X	X	X

81 River St	Montpelier	X	X	X
6 Hale St	Randolph	X	X	X
1961 Route 106	Reading	X	X	X
101 State Place	Rutland	X	X	X
108 Wales St.	Rutland	X	X	X
25 Evelyn Street	Rutland	X	X	X
83 Center Street	Rutland	X	X	X
88 Merchants Row	Rutland	X	X	X
7 Farrell Street	South Burlington	X	X	X
100 Lake St	St Albans	X	X	X
140 S Main Street	St Albans	X	X	X
17 Church Street	St Albans	X	X	X
2 N Main St	St Albans	X	X	X
142 S Main St	St Albans City	X	X	X
2714 Hathaway Point Rd	St Albans Town	X	X	X
I-89 Exit 10	Waterbury	X	X	X
1330 Westminster Heights Road	Westminster	X	X	X
224 Holiday Drive	White River Junction	X	X	X
324 S Main St	White River Junction	X	X	X
16 Zephyr Rd	Williston	X	X	X
188 Harvest Lane	Williston	X	X	X
208 Hurricane Lane	Williston	X	X	X
289 Hurricane Lane	Williston	X	X	X
3052 Interstate 89 S	Williston	X	X	X
380 Hurricane Lane	Williston	X	X	X
426 Industrial Ave.	Williston	X	X	X
23 Haystack Rd	Wilmington	X	X	X
5 Mount Ascutney State Park Rd	Windsor	X	X	X
546 State Farm Rd	Windsor	X	X	X
1 Abenaki Way	Winooski	X	X	X
100 Vt Route 279 E	Bennington	X	X	X
322 Industrial Lane	Berlin	X	X	X
350 Fisher Road	Berlin	X	X	X
185 Main St	Brattleboro	X	X	X
16 North Ave	Burlington	X	X	X
392 S Prospect St	Burlington	X	X	X
8409 Vt Route 15	Cambridge	X	X	X
189 Troy Avenue	Colchester	X	X	X
259 S Park Dr	Colchester	X	X	X

274 Raymond Rd	Colchester	X	X	X
1846 Route 2	Danville	X	X	X
5 South Main Street	Hartford	X	X	X
102 Court Street	Middlebury	X	X	X
341 Creek Road	Middlebury	X	X	X
416 Cadreact Rd	Milton	X	X	X
5 Green Mountain Dr	Montpelier	X	X	X
145 State St	Rutland	X	X	X
167 State Street	Rutland	X	X	X
56 Howe	Rutland	X	X	X
92 State St	Rutland	X	X	X
109 S Main St	St Albans	X	X	X
5 Lemnah Drive	St Albans	X	X	X
86 N Main	St Albans City	X	X	X
140 Fisher Pond Rd	St Albans Town	X	X	X
9 Crest Rd	St Albans Town	X	X	X
23 Tilton Rd	St Johnsbury	X	X	X
444 Airport Rd	Swanton	X	X	X
3444 Little River Rd	Waterbury	X	X	X
434 Us Route 2	Waterbury	X	X	X
100 Railroad Row	White River Junction	X	X	X
5800 Woodstock Rd	White River Junction	X	X	X
82 Railroad Row	White River Junction	X	X	X
312 Hurricane Lane	Williston	X	X	X
15 Higley Hill Rd	Wilmington	X	X	X
12 The Green	Woodstock	X	X	X
219 North Main	Barre	X	X	X
255 N Main	Barre	X	X	X
20 Auditorium Hl	Barre City	X	X	X
190 Junction Rd	Berlin	X	X	X
551 Lower Pln	Bradford	X	X	X
307 Newton Rd	Brandon	X	X	X
603 Railroad St	Brighton	X	X	X
143 Route 30 S	Castleton	X	X	X
359 South Park	Colchester	X	X	X
394 Hegeman Ave	Colchester	X	X	X
424 Hegeman Ave	Colchester	X	X	X
789 Vt National Guard Rd	Colchester	X	X	X
275 Elm St	Enosburg	X	X	X

189 Colchester Rd	Essex Town	X	X	X
90 Ethan Allen Rd	Jericho	X	X	X
34 Gifford Woods	Killington	X	X	X
124 State Pl	Rutland	X	X	X
4319 East Rd	Shaftsbury	X	X	X
1 Webster Rd	Shelburne	X	X	X
6443 Mountain Rd	Stowe	X	X	X
17 Hillcrest Rd	Walpole	X	X	X
1270 Interstate 93 N	Waterford	X	X	X
158 State Park Rd	Woodford	X	X	X
3985 Us Route 5	Ascutney	X	X	X
180 Industrial Ln	Barre	X	X	X
1979 Airport Rd.	Barre	X	X	X
5 Perry St	Barre	X	X	X
60 Washington	Barre	X	X	X
107 N Main St	Barre City	X	X	X
30 Washington St	Barre City	X	X	X
15 Monument Cir	Bennington	X	X	X
200 Veterans Memorial Dr	Bennington	X	X	X
325 North St	Bennington	X	X	X
359 Bowen Rd	Bennington	X	X	X
530 Main St	Bennington	X	X	X
94 Hatchery Rd	Bennington	X	X	X
1311 Rte	Berlin	X	X	X
1756 Rte 302	Berlin	X	X	X
2178 Airport Rd	Berlin	X	X	X
578 Paine Turnpike North	Berlin	X	X	X
I-91 Info Center	Bradford	X	X	X
32 Cherry Street	Burlington	X	X	X
30 Upper Village Rd.	Chelsea	X	X	X
5 Court St	Chelsea	X	X	X
1002 Airport Rd	Clarendon	X	X	X
382 Hercules Dr	Colchester	X	X	X
400 Us Route 7	Colchester	X	X	X
35 Crawford Rd	Derby	X	X	X
870 Us Rt 5	Dummerston	X	X	X
1000 River Rd	Essex Jct.	X	X	X
111 West Street	Essex Jct.	X	X	X
60 Upper Main St.	Essex Jct.	X	X	X
69 Station Rd	Franklin	X	X	X
75 Courthouse Dr	Guildhall	X	X	X

1235 Broad Brook Rd	Guilford	X	X	X
1122 Vt Route 14	Irasburg	X	X	X
243 Westside Lake Rd	Maidstone	X	X	X
636 Maple Hill Rd	Marshfield	X	X	X
84 Us 4	Mendon	X	X	X
1590 Route 7	Middlebury	X	X	X
467 Airport Rd	Middlebury	X	X	X
30 Bailey Meadows Rd	Middlesex	X	X	X
409 Us Route 2	Middlesex	X	X	X
65 State Street	Montpelier	X	X	X
7 Green Mountain Dr.	Montpelier	X	X	X
63 Professional Dr	Morrisville	X	X	X
247 W Main St	Newport City	X	X	X
280 Seward Rd	Rutland Town	X	X	X
2944 Karen Dr	Rutland Town	X	X	X
96 Airport Rd	Shaftsbury	X	X	X
1302 Brand Farm Dr	South Burlington	X	X	X
4 Market Street	South Burlington	X	X	X
490 Spear St	South Burlington	X	X	X
36 Lake Street	St Albans	X	X	X
1068 Us Route 5	St Johnsbury	X	X	X
1197 Main Street	St Johnsbury	X	X	X
1229 Portland St	St Johnsbury	X	X	X
1270 Route 5	St Johnsbury	X	X	X
1998 Memorial Drive	St Johnsbury	X	X	X
323 Industrial Parkway	St Johnsbury	X	X	X
347 Emerson Falls Rd	St Johnsbury	X	X	X
629 Airport Rd.	Swanton	X	X	X
152 So. Main St.	Waterbury	X	X	X
638 Vt Route 131	Weathersfield	X	X	X
266 Loop Rd	Westfield	X	X	X
74 Battell Dr	Weybridge	X	X	X
221 Beswick Dr.	White River Junction	X	X	X
705 Vt Route 9 E	Wilmington	X	X	X
1640 Us Route 5 N	Windsor	X	X	X
680 North Main St	Alburgh	X	X	X
1067 Glover Rd	Barton	X	X	X
96 Bellwater Ave	Barton	X	X	X
230 Airport Rd. South	Bennington	X	X	X
2011 Route 107	Bethel	X	X	X

1295 Drake Rd	Bomoseen	X	X	X
3576 Lake Dunmore Rd	Brandon	X	X	X
30 Vt Route 65	Brookfield	X	X	X
39 Deer Crossing Ln	Cambridge	X	X	X
4001 N Cambridge Rd	Cambridge	X	X	X
288 Vt Route 114	Canaan	X	X	X
577 Vt Route 4A W	Castleton	X	X	X
634 Point Of Pines Rd	Castleton	X	X	X
4 Vt Route 113	Chelsea	X	X	X
2850 Airport Rd	Coventry	X	X	X
143 Sugar House Rd	Dummerston	X	X	X
386 Scribner Rd	East Calais	X	X	X
18 Village St	East Dorset	X	X	X
35 Emerald Lake Ln	East Dorset	X	X	X
380 Emerald Lake Ln	East Dorset	X	X	X
1876 Vt Route 214	East Montpelier	X	X	X
856 Vt Route 12	Elmore	X	X	X
1356 Prospect St	Fair Haven	X	X	X
1422 W Castleton Rd	Fair Haven	X	X	X
22 Cedar Mountain Rd	Fair Haven	X	X	X
3 North Park Place	Fair Haven	X	X	X
35 Lewis Ln	Fair Haven	X	X	X
787 Kingsland Bay State Park Rd	Ferrisburgh	X	X	X
233 State Pk Rd	Franklin	X	X	X
508 Sodom Rd	Georgia	X	X	X
5200 Interstate 89 N	Georgia	X	X	X
517 Fort Dummer Park Dr	Guilford	X	X	X
687 Airport Rd	Highgate	X	X	X
102 State Park Rd	Island Pond	X	X	X
232 Vt Route 30	Jamaica	X	X	X
48 Salmon Hole Ln	Jamaica	X	X	X
628 Adams Rd	Jamaica	X	X	X
153 Church Street	Jeffersonville	X	X	X
127 Tarbox Rd	Jericho	X	X	X
515 Vt Route 100 N	Killington	X	X	X
158 Derry Woods Rd	Londonderry	X	X	X
1756 Little Pond Rd	Londonderry	X	X	X
91 Route 100 N	Ludlow	X	X	X
31 Kimball Rd	Lunenburg	X	X	X
1700 I-91 South	Lyndonville	X	X	X
1713 Industrial Parkway	Lyndonville	X	X	X

2107 Pudding Hill Rd.	Lyndonville	X	X	X
4952 Vt Route 9	Marlboro	X	X	X
5 Route 4	Mendon	X	X	X
1078 Us Route 2	Middlesex	X	X	X
2490 Ethan Allen Hwy	New Haven	X	X	X
109 Abbott Hill Rd	Newark	X	X	X
249 Industrial Park Road	Newbury	X	X	X
217 N Main St	Newport	X	X	X
2557 Glen Road	Newport	X	X	X
59 Windridge Lane	North Hero	X	X	X
30 Reservoir Rd	Orange	X	X	X
38 Water St	Orleans	X	X	X
317 Academy Rd	Pittsford	X	X	X
3830 Us Route 7	Pittsford	X	X	X
1541 Bartlett Brook Rd	Pomfret	X	X	X
308 Lake Saint Catherine Dr	Poultney	X	X	X
70 Lake Saint Catherine Dr	Poultney	X	X	X
100 Bettis Rd	Randolph	X	X	X
112 S S 89 Rest Access	Randolph	X	X	X
1538 Vt Route 66	Randolph	X	X	X
163 Admin Drive	Randolph	X	X	X
365 Furnace Road	Randolph	X	X	X
487 Furnace St	Randolph	X	X	X
50 Randolph Ave	Randolph	X	X	X
2844 Tyson Rd	Reading	X	X	X
1136 Vt Route 100	Readsboro	X	X	X
135 State Garage Rd	Rochester	X	X	X
1953 Vt Route 107	Royalton	X	X	X
2011 Vt Route 107	Royalton	X	X	X
4266 Route 14	Royalton	X	X	X
1098 Leland Rd	Salisbury	X	X	X
646 Lake Dunmore Rd	Salisbury	X	X	X
1 Route 89 N	Sharon	X	X	X
2077 Lower Newton Rd	St Albans Town	X	X	X
1016 Route 5	St Johnsbury	X	X	X
107 Eastern Ave	St Johnsbury	X	X	X
1126 Main St	St Johnsbury	X	X	X
1153 Main Street	St Johnsbury	X	X	X
67 Eastern Ave	St Johnsbury	X	X	X
1235 Vt Route 113	Thetford	X	X	X
2755 State Forest Rd	Townshend	X	X	X

6673 Vt Route 100	Troy	X	X	X
752 Vt Route 110	Tunbridge	X	X	X
441 Poker Hill Rd	Underhill	X	X	X
115 River Rd	Waterbury	X	X	X
22 Old Farm Rd	Waterbury	X	X	X
93 Pilgrim Park Rd	Waterbury	X	X	X
90 Betts Bridge Rd	West Pawlet	X	X	X
2777 Saint George Rd	Williston	X	X	X
94 Harvest Lane	Williston	X	X	X
I-89 Exit 12	Williston	X	X	X

5. **Requirements for Ordering.**

- a. The Agency of Digital Services (ADS) is responsible for overseeing and incorporating the design, development and installation of flexible cabling infrastructures for all State of Vermont facilities that require voice, data, video and/or multimedia services. The State Contact and ADS Telecommunications shall work closely with the Service Provider and the Agency/Department end users requiring services.
- b. Cabling contractors will accept work requests only from ADS Telecommunications. No department/agency is authorized to contact vendors directly for services required.
- c. There is no designated re-occurring maintenance window. Installation schedules are established through agreements with ADS Telecommunications, contract vendor(s), and department/agency requesting cabling installations, upgrades and/or maintenance.
- d. All work shall be performed Monday through Friday during normal working hours (7:45am-4:30pm) unless an occasion may arise which would require work to be performed after normal working hours or on Saturday, Sunday or Holidays.
- e. During non-business hours (after 4:30 PM and weekends/holidays) will be redirected to Contact Communications, the State's after-hours answering service. Issues requiring immediate action will be forwarded to ADS Telecom standby personnel who attempt to restore services for department/agency locations.
- f. To obtain services please fill out the Work Order Form attached to this contract and submit an Ivanti ticket to the ADS Service Desk.
- g. Orders made under this Contract must include a Purchase Order for the Product and/or Services. Orders funded by federal funds may include additional terms as necessary to comply with federal requirements.
- h. All orders placed under this Contract must include the Contract Number on the Purchase Order.

6. **Work Order Initiation; Integration; and Delays.**

6.1. Verbal or written orders shall only be accepted from the State's Network Engineering team along with a confirming State of Vermont work order issued after the initial request. All new services and existing services under the applicable Attachments will be ordered either (1) orally; or (2) through e-mail; (3) through Service Provider's on-line portal; or (4) via an Order Form. In any event, it shall be memorialized by the Service Provider in the parties' Workbook, which will be reviewed periodically on a schedule set by the parties and include, without limitation, the Monthly Recurring Charges, Non-Recurring Charges, Location and Quantity (the "Workbook"). All Services in the Workbook will continue for the Contract Term (including any renewals). For the avoidance of doubt, the Workbook is made part of this Contract along with all Attachments and subject to the terms and conditions of this Contract and any applicable schedule. Any estimated installation schedule agreed to by the parties is subject to any unforeseen problems such as crushed conduit, ITC issues, etc., at any particular site, and may result in a delay and charges to the State. Other than payment for amounts due hereunder, neither party is liable for any delay or failure in performance under the Contract (including SLA credits) arising out of a Force Majeure event.

7. Contractor Personnel

7.1. The Contractor shall provide a dedicated support team that will provide account general management, technical management, sales engineering, order provisioning, end to end installation support and invoicing services support, it being understood that State shall contact Contractor's applicable support centers for service-related issues (e.g., service interruptions).

7.2. **Changes in Contractor Personnel.** Contractor shall use reasonable efforts to make available all "Key Personnel" (those listed in table directly above) for the entire life of this Contract. Contractor shall provide the State with written notice should it change any of the Key Personnel. Notwithstanding the foregoing, the State acknowledges that Key Personnel may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty for example. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Personnel. The State has the right to reasonably disapprove of any replacement Key Personnel.

7.3. **Control of Contractor Personnel.** Contractor shall be fully responsible for the management, compensation, and performance of all its employees, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's reasonable policies and procedures, of which Contractor is made aware while on State [remises and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor employee, including but not limited to Key Personnel, working hereunder who does not adhere to, behave, and perform consistent with the State's reasonable policies and procedures or a significant and material personality conflict arises with a Contractor employee and employee of the State by written notice to Contractor of the requirement of replacement. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Personnel and replace all other personnel within thirty (30) days of receipt of the written notice of a failure to comply with the State's reasonable policies and procedures or a significant and material personality conflicts arises with a

Contractor employee and a State employee, unless otherwise mutually agreed.

All intellectual property of each party shall remain with the respective owner(s) and no right, title or interest will transfer to either party as a result of this Contract or the provision or receipt of services hereunder.

8. State Facilities

8.1. During the term of this Contract, the State may make available to Contractor space in any State facility applicable to the Services, subject to the conditions that Contractor: (i) other than incidental general Contractor obligations, shall only use such space solely and exclusively for and in support of the Services; (ii) other than incidental general Contractor obligations, shall not use State facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases and reasonable security, use, rules and agreements applicable to the State facilities provided to Contractor by State in writing; (iv) shall not use State facilities for any unlawful purpose; (v) shall comply with all reasonable policies and procedures governing access to and use of State facilities that are provided to Contractor in writing; (vi) except as may be required to perform the Services, shall not photograph or record, duplicate, disclose, transmit or communicate any State information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of State facilities; and (vii) return such space to the State in the same condition it was in at the commencement of this Contract, ordinary wear and tear excepted.

9. Early Termination Liability

- 9.1. Any Services that are terminated by the State for convenience within the first twelve (12) months of the Contract Term applicable to such Services will not be subject to an early termination fee greater than (i) the monthly recurring charge applicable to such Service multiplied by the number of months remaining in the first twelve (12) months of the Service Term plus (ii) 100% of any remaining, unpaid Custom Installation Fees.
- 9.2. Termination for convenience of Services, after the first twelve (12) months of the Contract Term, shall not be subjected to the early termination fees outlined above. The State remains responsible to pay for all Services provided up to the date of any termination in one lump sum within thirty (30) days of billing.
- 9.3. For the avoidance of doubt, no early Termination Charges set forth in this Section or elsewhere will apply to a Service that is terminated due to Service Interruption, as a result of Contractor's failure to cure a material breach within thirty (30) days of Contractor's receipt of written notice of such failure, or due to non-appropriation in accordance with Attachment C Section 27.

Additional Remedy for Service Interruption. Subject to excuse for force majeure or fault of the State, in addition to any other remedy and notwithstanding other provisions, the State may elect to terminate any services whether or not directly affected by service interruption without incurring early termination charges in the event that the State reasonably declares it is unsatisfied due to multiple or extended service interruptions on multiple or extended interruptions of any particular service.

Early Termination Liability. Notwithstanding anything to the contrary herein, and as a condition to Contractor entering into this Contract for a new Contract Term at reduced pricing, any Services that are installed as of the Effective Date hereof and terminated by the State for convenience

within the first twelve (12) months of the Contract Term will be subject to an early termination fee equal to the monthly recurring charge for each terminated Service multiplied by the number of months remaining in the first twelve (12) months of the Contract Term. Notwithstanding any contrary language anywhere else in this Contract or any Contractor documents, under no such circumstances will the State be liable for any early termination fee that exceeds an amount derived by multiplying the applicable monthly service charge by 12. Any applicable cancellation fee prior to installation will be set forth in the applicable Service Schedule. Any and all cancellation or termination charges will be due and payable in one lump sum within thirty (30) days of billing. The State remains responsible to pay for all Services provided up to the date of any termination. For the avoidance of doubt, no early termination fees set forth in this Section or elsewhere will apply to a Service that is terminated due to a chronic outage, as a result of Contractor's failure to cure a material breach within thirty (30) days of Contractor's receipt of written notice of such failure, or due to non-appropriation in accordance with Attachment C Section 27.

10. General Expectations

- 10.1. The Service Provider will be required to attend Monthly Service Support meetings with the Network Engineering personnel. The account should be primarily staffed with individuals dedicated to and preferably based in the State of Vermont. The Service Provider will be expected to present performance statistics, chronic problem situations and status, proactive reviews and solutions, and current project status.
- 10.2. The Service Provider will also be expected to present bi-weekly coordination meetings where all requested work orders from the State Network Engineering group will be reviewed for completeness, accuracy and status.
- 10.3. The Service Provider shall submit quarterly reports detailing the State of Vermont accounts active under this Contract. The reports shall be submitted electronically and sent as an attachment to ADS.ITPurchasing@vermont.gov. Reports shall contain accurate information of account numbers, services rendered, service locations and the costs associated with them for the quarter. If there is a change in accounts before the quarter report is due, Service Provider shall send the updated report immediately. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including termination for cause.

Reporting Period

January 1 - March 31
 April 1 - June 30
 July 1 - September 30
 October 1 - December 31

Report Due

April 30
 July 31
 October 31
 January 31

Reporting Period

January 1 - March 31
 April 1 - June 30
 July 1 - September 30
 October 1 - December 31

Report Due

April 30
 July 31
 October 31
 January 31

11. Account Management

- 11.1. The Service Provider must provide a team of representatives to work in conjunction with the State regarding the management of equipment, new installations, service relocations, and

functional changes. The team should include members in the following disciplines, all reachable via email and toll-free numbers, with backup resources available in the event of illness or vacation.

- 11.2. Account General Management: Review contract requirements and ensure that all terms and conditions are enforced.
- 11.3. Account Technical Management: Provide general management responsible to ensure continuous network operations and coordinate service installations, moves and changes.
- 11.4. Sales Engineering: Pre-order support staff, knowledgeable in-service engineering consulting, who can provide detailed itemized quotes for all services when requested.
- 11.5. Order Provisioning: Service Provider staff must be available to interpret State work order requests, work with State contacts to define service needs, and complete any necessary documentation for the Service Provider in order to complete the service implementation. Management of installation due dates, service progress and past dated services will be provided by this area.
- 11.6. Installation Support: Service Provider must provide support, personnel, and equipment for end-to-end connectivity, turn-up and operational verification of all services provided by the Service Provider.
- 11.7. Invoice Services Support: The Service Provider must provide financial representatives who can assist the State in understanding the invoicing system and take corrective actions to resolve billing issues.

12. Maintenance Notification

- 12.1. Scheduled Maintenance: All service providers are required to provide a yearly calendar of scheduled maintenance window with reminder notification one week prior to each window.
- 12.2. Customer Notification: The Service Provider shall state its standard customer notification process for planned network maintenance.
- 12.3. Non-critical Maintenance: Non-critical maintenance that does not fall within the published yearly scheduled windows must be communicated to the State two weeks prior to the event.
- 12.4. Planned Maintenance Notification: The State desires a minimum 72-hour advanced notification for planned network maintenance
- 12.5. Emergency Maintenance: The State desires 24-hour notice of emergency maintenance. In all circumstances, the State must receive prior notification and must approve the nonscheduled maintenance.
- 12.6. Redundancy Testing: The State reserves the right to request Redundancy testing prior or post any scheduled or non-scheduled maintenance or upgrades.
- 12.7. Availability: The State requests 99.995% availability, excluding scheduled maintenance. Preference is given to those Service Providers that hold to these standards.

13. Service Order Procedure

- 13.1. Service Installation Process: The State expects service to be installed within the time from the receipt of the State order. The Service Provider shall be solely responsible for the installation, maintenance, and administrative servicing of all services, during the life of the contract.
- 13.2. Service Testing: The Service Provider shall be responsible for end-to-end testing. Billing for an individual circuit will only start upon the successful completion of the installation and achievement of the service level agreement.
- 13.3. Installation and Coordination and Collaboration: For all services ordered for the State, the Service Provider shall notify and collaborate with the Network Engineering team of the anticipated and actual installation dates along with the appropriate circuit number, installation contact and contact information.
- 13.4. Work Order Initiation: Verbal or written orders should not be accepted from agencies or departments other than the Network Engineering team along with a confirming State of Vermont work order issued after the initial request.

14. Delivery Times/Repair

- 14.1. Service Delivery Quality Assurance: Service Provider shall ensure that orders shall be tested and fully operational prior to hand-off.
- 14.2. Service Delivery Intervals: Service Provider shall provide its standard turn up interval(s) for designated interconnection points.
- 14.3. Expedited Delivery Process: Service Provider shall explain the applicability of expedite fees for the interconnection service. Service Provider shall provide the options for the State if the standard interval cannot be met, i.e. can the State cancel the order without charge.
- 14.4. Service Procurement or Modification Process: Service Provider shall provide any requirements or procedures to the State to order moves, adds or changes or service disconnect. The Service Provider shall include all required order forms or an on-line portal.

15. Service Level Guarantees

- 15.1. Service Guarantees: Will be measured on a per unit level basis within each service (i.e. per circuit) with measurement over a monthly interval. These will not be based on a Statewide or network wide average.
- 15.2. Technical Performance Service Levels: These will be based on service availability, network latency, throughput, etc. Measurement methodology would be specific to each service and technology.
- 15.3. Service Delivery Performance: These would be based on standard order lead times, service installation and completion dates, testing and documentation provided at service turn-up, formal acceptance testing and verification of service quality, and delivery integrity against order specifications.

- 15.4. Operational Performance Service Levels: These would be based on performance of Mean time to Repair (MTTR) and Mean time Between Failures (based on analysis of trouble tickets) as well as overall problem responsiveness, escalation, and service monitoring.
- 15.5. Invoice Services Levels: These should be based on billing timeliness, accuracy and completeness as well as timely billing corrections and adjustments.
- 15.6. Reporting Requirements: Ensure compliance with monthly reporting requirements including technical performance requirements, service delivery requirements, operational requirements, and billing performance.
- 15.7. Initial Service Performance Validation (Probationary Period): For a fixed time period at the beginning of the contract term for each service, performance will be verified against the SLA requirements. The Service Provider shall be considered in breach of the contract if the agreed upon performance criteria are not met. After the initial validation period, material or frequent violation of the contract service level guarantees must allow for contract termination by the State without further liability.

16. Data Compliance

- 16.1. In connection with its provision of the Services under this Agreement, the Service Provider shall comply with applicable data security and privacy laws (including any applicable laws pertaining to Contractor's handling of Personally Identifiable Information (PII), notification of security breaches, social security number protection. With respect to Contractor's Ethernet Dedicated Internet Services, Ethernet Transport Services and Business Internet Services provided hereunder, Contractor shall adhere to the standards set forth in:

Type of Data	Applicable State & Federal Standards, Policies, and Laws
X Publicly available information	<ul style="list-style-type: none"> NIST 800-171
X Confidential Personally Identifiable Information (PII)	<ul style="list-style-type: none"> State law on Notification of Security Breaches State Law on Social Security Number Protection State law on the Protection of Personal Information National Institute of Standards & Technology: NIST SP 800-53 Revision 4 "Moderate" risk controls Privacy Act of 1974, 5 U.S.C. 552a.
X Payment Card Information	<ul style="list-style-type: none"> Payment Card Industry Data Security Standard (PCI DSS) v 3.2

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are Net 30 days from the date of invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
3. Invoices shall be sent to the address identified on the State Purchasing Entity's Purchase Order and shall specify the address to which payments will be sent. The State of Vermont Contract Number and State Purchasing Entity's Purchase Order Number shall appear on each invoice for all purchases placed under this Contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

DATA PRICING:

Category: Data Services and Broadband - Internet Services						
Description	MRC 5yr	NRC	MRC 3yr	NRC	MtM	NRC
4G Wireless Service (5Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 110.00	\$-
4G Wireless Service (10Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 150.00	
4G Data Overage This is not a mobile service offering. This is an access type to deliver the mediums.					.05/Mb	
10 meg	\$ 645	\$-	\$ 717	\$-	\$ 800.00	\$-
20 meg	\$ 714	\$-	\$ 794	\$-	\$ 900.00	\$-
30 meg	\$ 868	\$-	\$ 964	\$-	\$ 1,075.00	\$-
40 meg	\$ 970	\$-	\$ 1,077	\$-	\$ 1,200.00	\$-
50 meg	\$ 1,021	\$-	\$ 1,134	\$-	\$ 1,260.00	\$-
60 meg	\$ 1,072	\$-	\$ 1,191	\$-	\$ 1,325.00	\$-
70 meg	\$ 1,123	\$-	\$ 1,247	\$-	\$ 1,390.00	\$-
80 meg	\$ 1,166	\$-	\$ 1,296	\$-	\$ 1,440.00	\$-
90 meg	\$ 1,210	\$-	\$ 1,345	\$-	\$ 1,495.00	\$-
100 meg FastE	\$ 1,254	\$-	\$ 1,393	\$-	\$ 1,550.00	\$-
100 meg Gig E	\$ 1,823	\$-	\$ 2,025	\$-	\$ 2,250.00	\$-
200 meg	\$ 2,037	\$-	\$ 2,264	\$-	\$ 2,515.00	\$-
300 meg	\$ 2,249	\$-	\$ 2,499	\$-	\$ 2,780.00	\$-
400 meg	\$ 2,617	\$-	\$ 2,908	\$-	\$ 3,235.00	\$-
500 meg	\$ 2,974	\$-	\$ 3,305	\$-	\$ 3,675.00	\$-
600 meg	\$ 3,332	\$-	\$ 3,702	\$-	\$ 4,115.00	\$-
700 meg	\$ 3,649	\$-	\$ 4,054	\$-	\$ 4,505.00	\$-
800 meg	\$ 3,918	\$-	\$ 4,354	\$-	\$ 4,840.00	\$-
900 meg	\$ 4,188	\$-	\$ 4,653	\$-	\$ 5,175.00	\$-
1000 meg	\$ 4,367	\$-	\$ 4,852	\$-	\$ 5,395.00	\$-

Access services subject to availability and where facilities exist						
*Special construction charges may apply, and will be determined upon site survey completion. If applicable, charges will be identified and presented to the eligible entity for review and acceptance.						

Category: Data Services and Broadband - Internet Access

Description	MRC 5yr	NRC	MRC 3yr	NRC	MtM	NRC
Local Loop including backup						
Port Charge						
Bundled elements, additional charges						
4G Wireless Service (5Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 110.00	\$-
4G Wireless Service (10Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 150.00	
4G Data Overage This is not a mobile service offering. This is an access type to deliver the mediums.					.05/Mb	
10 meg	\$ 645	\$-	\$ 717	\$-	\$ 800.00	\$-
20 meg	\$ 714	\$-	\$ 794	\$-	\$ 900.00	\$-
30 meg	\$ 868	\$-	\$ 964	\$-	\$ 1,075.00	\$-
40 meg	\$ 970	\$-	\$ 1,077	\$-	\$ 1,200.00	\$-
50 meg	\$ 1,021	\$-	\$ 1,134	\$-	\$ 1,260.00	\$-
60 meg	\$ 1,072	\$-	\$ 1,191	\$-	\$ 1,325.00	\$-
70 meg	\$ 1,123	\$-	\$ 1,247	\$-	\$ 1,390.00	\$-
80 meg	\$ 1,166	\$-	\$ 1,296	\$-	\$ 1,440.00	\$-
90 meg	\$ 1,210	\$-	\$ 1,345	\$-	\$ 1,495.00	\$-
100 meg FastE	\$ 1,254	\$-	\$ 1,393	\$-	\$ 1,550.00	\$-
100 meg Gig E	\$ 1,823	\$-	\$ 2,025	\$-	\$ 2,250.00	\$-
200 meg	\$ 2,037	\$-	\$ 2,264	\$-	\$ 2,515.00	\$-
300 meg	\$ 2,249	\$-	\$ 2,499	\$-	\$ 2,780.00	\$-
400 meg	\$	\$-	\$	\$-	\$	\$-

	2,617		2,908		3,235.00	
500 meg	\$ 2,974	\$-	\$ 3,305	\$-	\$ 3,675.00	\$-
600 meg	\$ 3,332	\$-	\$ 3,702	\$-	\$ 4,115.00	\$-
700 meg	\$ 3,649	\$-	\$ 4,054	\$-	\$ 4,505.00	\$-
800 meg	\$ 3,918	\$-	\$ 4,354	\$-	\$ 4,840.00	\$-
900 meg	\$ 4,188	\$-	\$ 4,653	\$-	\$ 5,175.00	\$-
1000 meg	\$ 4,367	\$-	\$ 4,852	\$-	\$ 5,395.00	\$-
Access services subject to availability and where facilities exist						
*Special construction charges may apply, and will be determined upon site survey completion. If applicable, charges will be identified and presented to the eligible entity for review and acceptance.						

Category: Data Services and Broadband - Ethernet					
Description	MRC 5yr	NRC	MRC 3yr	NRC	MtM
Local Loop including backup Port Charge Bundled elements, additional charges					
4G Wireless Service (5Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 110.00
4G Wireless Service (10Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 150.00
4G Data Overage This is not a mobile service offering. This is an access type to deliver the mediums.					.05/Mb
10 meg	\$ 645	\$-	\$ 717	\$-	\$ 800.00
20 meg	\$ 714	\$-	\$ 794	\$-	\$ 900.00
30 meg	\$ 868	\$-	\$ 964	\$-	\$ 1,075.00
40 meg	\$ 970	\$-	\$ 1,077	\$-	\$ 1,200.00
50 meg	\$ 1,021	\$-	\$ 1,134	\$-	\$ 1,260.00
60 meg	\$ 1,072	\$-	\$ 1,191	\$-	\$ 1,325.00

70 meg	\$ 1,123	\$-	\$ 1,247	\$-	\$ 1,390.00
80 meg	\$ 1,166	\$-	\$ 1,296	\$-	\$ 1,440.00
90 meg	\$ 1,210	\$-	\$ 1,345	\$-	\$ 1,495.00
100 meg FastE	\$ 1,254	\$-	\$ 1,393	\$-	\$ 1,550.00
100 meg Gig E	\$ 1,823	\$-	\$ 2,025	\$-	\$ 2,250.00
200 meg	\$ 2,037	\$-	\$ 2,264	\$-	\$ 2,515.00
300 meg	\$ 2,249	\$-	\$ 2,499	\$-	\$ 2,780.00
400 meg	\$ 2,617	\$-	\$ 2,908	\$-	\$ 3,235.00
500 meg	\$ 2,974	\$-	\$ 3,305	\$-	\$ 3,675.00
600 meg	\$ 3,332	\$-	\$ 3,702	\$-	\$ 4,115.00
700 meg	\$ 3,649	\$-	\$ 4,054	\$-	\$ 4,505.00
800 meg	\$ 3,918	\$-	\$ 4,354	\$-	\$ 4,840.00
900 meg	\$ 4,188	\$-	\$ 4,653	\$-	\$ 5,175.00
1000 meg	\$ 4,367	\$-	\$ 4,852	\$-	\$ 5,395.00
Access services subject to availability and where facilities exist					

*Special construction charges may apply, and will be determined upon site survey completion. If applicable, charges will be identified and presented to the eligible entity for review and acceptance.

Category: Data Services and Broadband - SD-WAN								
Description	Mgmt	Equip	License	MRC Mgmt	MRC License	MRC Equipment	MRC Total	NRC Total
SDWAN pricing will be a bundled MRC total on Windstream Invoice								
Vmware - Velocloud Technology								
VCE510-10 Mbps-Concierge	Concierge	VCE510	10 Mbps	\$ 103.00	\$ 28.60	\$ 11.80	\$ 143.40	\$-
VCE510-30 Mbps-Concierge	Concierge	VCE510	30 Mbps	\$ 103.00	\$ 58.40	\$ 11.80	\$ 173.20	\$-
VCE510-50 Mbps-Concierge	Concierge	VCE510	50 Mbps	\$ 103.00	\$ 93.80	\$ 11.80	\$ 208.60	\$-
VCE510-100 Mbps-Concierge	Concierge	VCE510	100 Mbps	\$ 103.00	\$ 136.00	\$ 11.80	\$ 250.80	\$-
VCE520-10 Mbps-Concierge	Concierge	VCE520	10 Mbps	\$ 103.00	\$ 28.60	\$ 18.60	\$ 150.20	\$-
VCE520-30 Mbps-Concierge	Concierge	VCE520	30 Mbps	\$ 103.00	\$ 58.40	\$ 18.60	\$ 180.00	\$-
VCE520-50 Mbps-Concierge	Concierge	VCE520	50 Mbps	\$ 103.00	\$ 93.80	\$ 18.60	\$ 215.40	\$-
VCE520-100 Mbps-Concierge	Concierge	VCE520	100 Mbps	\$ 103.00	\$ 136.00	\$ 18.60	\$ 257.60	\$-
VCE540-10 Mbps-Concierge	Concierge	VCE540	10 Mbps	\$ 103.00	\$ 28.60	\$ 22.40	\$ 154.00	\$-
VCE540-30 Mbps-Concierge	Concierge	VCE540	30 Mbps	\$ 103.00	\$ 58.40	\$ 22.40	\$ 183.80	\$-
VCE540-50 Mbps-Concierge	Concierge	VCE540	50 Mbps	\$ 103.00	\$ 93.80	\$ 22.40	\$ 219.20	\$-
VCE540-100 Mbps-Concierge	Concierge	VCE540	100 Mbps	\$ 103.00	\$ 136.00	\$ 22.40	\$ 261.40	\$-
VCE540-200 Mbps-Concierge	Concierge	VCE540	200 Mbps	\$ 103.00	\$ 220.60	\$ 22.40	\$ 346.00	\$-

VCE540-350 Mbps-Concierge	Concierge	VCE540	350 Mbps	\$ 103.00	\$ 320.00	\$ 22.40	\$ 445.40	\$-
VCE540-500 Mbps-Concierge	Concierge	VCE540	500 Mbps	\$ 103.00	\$ 421.60	\$ 22.40	\$ 547.00	\$-
VCE840-10 Mbps-Concierge	Concierge	VCE840	10 Mbps	\$ 103.00	\$ 28.60	\$ 58.60	\$ 190.20	\$-
VCE840-30 Mbps-Concierge	Concierge	VCE840	30 Mbps	\$ 103.00	\$ 58.40	\$ 58.60	\$ 220.00	\$-
VCE840-50 Mbps-Concierge	Concierge	VCE840	50 Mbps	\$ 103.00	\$ 93.80	\$ 58.60	\$ 255.40	\$-
VCE840-100 Mbps-Concierge	Concierge	VCE840	100 Mbps	\$ 103.00	\$ 136.00	\$ 58.60	\$ 297.60	\$-
VCE840-200 Mbps-Concierge	Concierge	VCE840	200 Mbps	\$ 103.00	\$ 220.60	\$ 58.60	\$ 382.20	\$-
VCE840-350 Mbps-Concierge	Concierge	VCE840	350 Mbps	\$ 103.00	\$ 320.00	\$ 58.60	\$ 481.60	\$-
VCE840-500 Mbps-Concierge	Concierge	VCE840	500 Mbps	\$ 103.00	\$ 421.60	\$ 58.60	\$ 583.20	\$-
VCE840-1 Gbps-Concierge	Concierge	VCE840	1 Gbps	\$ 103.00	\$ 560.00	\$ 58.60	\$ 721.60	\$-
VCE2000-10 Mbps-Concierge	Concierge	VCE2000	10 Mbps	\$ 103.00	\$ 28.60	\$ 175.80	\$ 307.40	\$-
VCE2000-30 Mbps-Concierge	Concierge	VCE2000	30 Mbps	\$ 103.00	\$ 58.40	\$ 175.80	\$ 337.20	\$-
VCE2000-50 Mbps-Concierge	Concierge	VCE2000	50 Mbps	\$ 103.00	\$ 93.80	\$ 175.80	\$ 372.60	\$-
VCE2000-100 Mbps-Concierge	Concierge	VCE2000	100 Mbps	\$ 103.00	\$ 136.00	\$ 175.80	\$ 414.80	\$-
VCE2000-200 Mbps-Concierge	Concierge	VCE2000	200 Mbps	\$ 103.00	\$ 220.60	\$ 175.80	\$ 499.40	\$-
VCE2000-350 Mbps-Concierge	Concierge	VCE2000	350 Mbps	\$ 103.00	\$ 320.00	\$ 175.80	\$ 598.80	\$-
VCE2000-500 Mbps-Concierge	Concierge	VCE2000	500 Mbps	\$ 103.00	\$ 421.60	\$ 175.80	\$ 700.40	\$-
VCE2000-1 Gbps-Concierge	Concierge	VCE2000	1 Gbps	\$ 103.00	\$ 560.00	\$ 175.80	\$ 838.80	\$-
VCE2000-2 Gbps-Concierge	Concierge	VCE2000	2 Gbps	\$ 103.00	\$ 704.40	\$ 175.80	\$ 983.20	\$-
Fortinet								

							5 Yr MRC	NRC
FG-30E	Advanced	FG-30E	N/A				\$ 58.00	
FG-50E	Advanced	FG-50E	N/A				\$ 61.00	
FG-60E	Advanced	FG-60E	N/A				\$ 64.00	
FG-200E	Advanced	FG-200E	N/A				\$ 162.00	
FG-600E	Advanced	FG-500E	N/A				\$ 341.00	
FG-50E -HA	Advanced	FG-50E -HA	N/A				\$ 86.00	
FG-60E -HA	Advanced	FG-60E -HA	N/A				\$ 93.00	
FG-200E-HA	Advanced	FG-200E-HA	N/A				\$ 277.00	
FG-600E-HA	Advanced	FG-500E-HA	N/A				\$ 585.00	
Cold Spares:								
FG-30E							\$ 9.00	
FG-50E							\$ 10.00	
FG-60E							\$ 12.00	
FG-200E							\$ 66.00	
FG-600E							\$ 172.00	
Optional Pricing components:								
Standard Install								\$ 1,005.00
Switches: TP-Link DW2694								\$ 37.00
Switches: Cisco- SG110-16								\$ 231.00

SFP 1 Gbps copper	
SFP 1 Gbps fiber	
SFP 10 Gbps fiber	
UPS	
Fortinet SD-WAN Cloud Core Bandwidth - 1 Gateway Pair	
50 Mbps	
100 Mbps	
200 Mbps	
500 Mbps	
1 Gbps	
2 Gbps	
5 Gbps	
10 Gbps	
Fortinet MNS:	
Basic w/ All CPE	
Advanced MNS License:	
FG-30E	
FG-50E	
FG-60E	

Per customer account

	\$ 178.00
	\$ 41.00
	\$ 92.00
	\$ 327.00
\$ 98.00	
\$ 108.00	
\$ 149.00	
\$ 341.00	
\$ 598.00	
\$ 1,176.00	
\$ 2,910.00	
\$ 5,790.00	
\$ -	
\$ 82.00	
\$ 95.00	
\$ 148.00	

FG-200E	
FG-500E	
FG-50E -HA	
FG-60E -HA	
FG-200E-HA	
FG-500E-HA	
Premium MNS License:	
FG-30E	
FG-50E	
FG-60E	
FG-200E	
FG-500E	
FG-50E -HA	
FG-60E -HA	
FG-200E-HA	
FG-500E-HA	

\$	
379.00	
\$	
769.00	
\$	
190.00	
\$	
297.00	
\$	
759.00	
\$	
1,538.00	
\$	
188.00	
\$	
207.00	
\$	
286.00	
\$	
579.00	
\$	
1,031.00	
\$	
415.00	
\$	
572.00	
\$	
1,159.00	
\$	
2,063.00	

Category : Data Services and Broadband - CATO SD-WAN Services					
Description	MRC 5yr	NRC	MRC 3yr	NRC	MtM
Socket X1500	\$15.00	\$0.00	\$16.88	\$0.00	\$18.75
Socket X1700	\$150.00	\$0.00	\$168.75	\$0.00	\$187.50
Security Management-Concierge	\$60.80	\$0.00	\$68.40	\$0.00	\$76.00
Security Management-Advanced	\$27.20	\$0.00	\$30.60	\$0.00	\$34.00
Enhanced SD-WAN-5 Mbps	\$30.00	\$0.00	\$33.75	\$0.00	\$37.50
Enhanced SD-WAN-25 Mbps	\$100.00	\$0.00	\$112.50	\$0.00	\$125.00
Enhanced SD-WAN-50 Mbps	\$190.00	\$0.00	\$213.75	\$0.00	\$237.50
Enhanced SD-WAN-75 Mbps	\$260.00	\$0.00	\$292.50	\$0.00	\$325.00
Enhanced SD-WAN-100 Mbps	\$300.00	\$0.00	\$337.50	\$0.00	\$375.00
Enhanced SD-WAN-200 Mbps	\$400.00	\$0.00	\$450.00	\$0.00	\$500.00
Enhanced SD-WAN-300 Mbps	\$450.00	\$0.00	\$506.25	\$0.00	\$562.50
Enhanced SD-WAN-400 Mbps	\$500.00	\$0.00	\$562.50	\$0.00	\$625.00
Enhanced SD-WAN-500 Mbps	\$550.00	\$0.00	\$618.75	\$0.00	\$687.50
Enhanced SD-WAN-600 Mbps	\$600.00	\$0.00	\$675.00	\$0.00	\$750.00
Enhanced SD-WAN-700 Mbps	\$700.00	\$0.00	\$787.50	\$0.00	\$875.00
Enhanced SD-WAN-800 Mbps	\$800.00	\$0.00	\$900.00	\$0.00	\$1,000.00
Enhanced SD-WAN-900 Mbps	\$900.00	\$0.00	\$1,012.50	\$0.00	\$1,125.00
Enhanced SD-WAN-1 Gbps	\$1,000.00	\$0.00	\$1,125.00	\$0.00	\$1,250.00
Enhanced SD-WAN-1.5 Gbps	\$1,500.00	\$0.00	\$1,687.50	\$0.00	\$1,875.00
Enhanced SD-WAN-2 Gbps	\$2,000.00	\$0.00	\$2,250.00	\$0.00	\$2,500.00

* Internet can be Windstream or customer provided. MRC does not include Windstream provided Internet.

Description	MRC 5Yr	NRC	MRC 3yr	NRC	MTM
Local Loop					
MPLS Port					
CDR/QoS MRC (If Applicable)					
Bundled elements, additional charges					
Secure Remote Access (blocks of 5)					\$10
4G Wireless Service (5Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 110.00
4G Wireless Service (10Gb Data) This is not a mobile service offering. This is an access type to deliver the mediums.					\$ 150.00
4G Data Overage This is not a mobile service offering. This is an access type to deliver the mediums.					.05/Mb
10 meg	\$ 645		\$ 717		\$ 800.00
20 meg	\$ 714		\$ 794		\$ 900.00

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30 meg	\$ 868		\$ 964		\$ 1,075.00
40 meg	\$ 970		\$ 1,077		\$ 1,200.00
50 meg	\$ 1,021		\$ 1,134		\$ 1,260.00
60 meg	\$ 1,072		\$ 1,191		\$ 1,325.00
70 meg	\$ 1,123		\$ 1,247		\$ 1,390.00
80 meg	\$ 1,166		\$ 1,296		\$ 1,440.00
90 meg	\$ 1,210		\$ 1,345		\$ 1,495.00
100 meg FastE	\$ 1,254		\$ 1,393		\$ 1,550.00
100 meg Gig E	\$ 1,823		\$ 2,025		\$ 2,250.00
200 meg	\$ 2,037		\$ 2,264		\$ 2,515.00
400 meg	\$ 2,249		\$ 2,499		\$ 2,780.00
400 meg	\$ 2,617		\$ 2,908		\$ 3,235.00
500 meg	\$ 2,974		\$ 3,305		\$ 3,675.00
600 meg	\$ 3,332		\$ 3,702		\$ 4,115.00
700 meg	\$ 3,649		\$ 4,054		\$ 4,505.00
800 meg	\$ 3,918		\$ 4,354		\$ 4,840.00
900 meg	\$ 4,188		\$ 4,653		\$ 5,175.00
1000 meg	\$ 4,367		\$ 4,852		\$ 5,395.00
Access services subject to availability and where facilities exist					
*Special construction charges may apply, and will be determined upon site survey completion. If applicable, charges will be identified and presented to the eligible entity for review and acceptance.					

Category: Data Services and Broadband - Managed Router				
Proposed Service	Monthly Recurring Cost	Activation One-time Cost	% Discounted Monthly Recurring Cost	% Discounted One-time cost
Router Ping Monitoring	\$ 15.00	\$ 50.00	\$ 8.50	\$ -
Router Configuration Management	\$ 25.00	\$ 175.00	\$ 15.00	\$ -
Advanced Router Management	\$ 60.00	\$ 175.00	\$ 35.00	\$ -
<i>* Managed Router Equipment is not included. To be quoted as ICB based on product/service requirements</i>				
Features:				
- NOC-to-NOC interaction, allowing your organization's technical staff the ability to work directly with their peers at Windstream				
- Dedicated toll-free numbers for direct access to tenured NOC technicians and expedited trouble ticket creation and resolution				
- Unmatched service and support, including abbreviated response intervals for all out-of-service and non out-of-service tickets				
- An exclusive escalation list with direct contact information up to the Executive Vice President to reach the appropriate level of management				
- 24 x 7 circuit monitoring with proactive ticket creation and automated e-mail notification				
- Monthly and quarterly trouble incident reports, including resolution detail and Mean Time To Repair (MTTR) statistics				
- Recurring meetings with management to review reports, address concerns, and work on strengthening your partnership with Windstream				

Category: Data Services and Broadband - MNS Cloud Firewall							
MNS Cloud Basic			MNS Cloud Advanced			MNS Cloud Premium	
Bandwidth	MRC		Bandwidth	MRC		Bandwidth	MRC
1	\$ 35.00		1	\$ 75.00		1	\$ 166.70
2	\$ 57.00		2	\$ 140.00		2	\$ 246.70
3	\$ 79.00		3	\$ 205.00		3	\$ 326.70
4	\$ 101.00		4	\$ 270.00		4	\$ 406.70
5	\$ 123.00		5	\$ 335.00		5	\$ 486.70
6	\$ 145.00		6	\$ 400.00		6	\$ 566.70
7	\$ 167.00		7	\$ 465.00		7	\$ 646.70
8	\$ 189.00		8	\$ 530.00		8	\$ 726.70
9	\$ 211.00		9	\$ 595.00		9	\$ 806.70
10	\$ 233.00		10	\$ 660.00		10	\$ 886.70
11	\$ 247.00		11	\$ 702.00		11	\$ 931.70
12	\$ 261.00		12	\$ 744.00		12	\$ 976.70
13	\$ 275.00		13	\$ 786.00		13	\$ 1,021.70
14	\$ 289.00		14	\$ 828.00		14	\$ 1,066.70
15	\$ 303.00		15	\$ 870.00		15	\$ 1,111.70
16	\$ 317.00		16	\$ 912.00		16	\$ 1,156.70
17	\$ 331.00		17	\$ 954.00		17	\$ 1,201.70
18	\$ 345.00		18	\$ 996.00		18	\$ 1,246.70
19	\$ 359.00		19	\$ 1,038.00		19	\$ 1,191.70
20	\$ 373.00		20	\$ 1,080.00		20	\$ 1,336.70
25	\$ 387.00		25	\$ 1,108.00		25	\$ 1,371.70
30	\$ 401.00		30	\$ 1,136.00		30	\$ 1,406.70
35	\$ 415.00		35	\$ 1,164.00		35	\$ 1,441.70
40	\$ 429.00		40	\$ 1,192.00		40	\$ 1,476.70
45	\$ 443.00		45	\$ 1,220.00		45	\$ 1,511.70
50	\$ 457.00		50	\$ 1,248.00		50	\$ 1,546.70

55	\$ 471.00	55	\$ 1,276.00	55	\$ 1,581.70
60	\$ 485.00	60	\$ 1,304.00	60	\$ 1,616.70
65	\$ 499.00	65	\$ 1,332.00	65	\$ 1,651.70
70	\$ 513.00	70	\$ 1,360.00	70	\$ 1,686.70
75	\$ 527.00	75	\$ 1,388.00	75	\$ 1,721.70
80	\$ 541.00	80	\$ 1,416.00	80	\$ 1,756.70
85	\$ 555.00	85	\$ 1,444.00	85	\$ 1,791.70
90	\$ 569.00	90	\$ 1,472.00	90	\$ 1,826.70
95	\$ 583.00	95	\$ 1,500.00	95	\$ 1,861.70
100	\$ 597.00	100	\$ 1,528.00	100	\$ 1,896.70
125	\$ 682.00	125	\$ 1,598.00	125	\$ 1,991.70
150	\$ 767.00	150	\$ 1,668.00	150	\$ 2,086.70
175	\$ 852.00	175	\$ 1,738.00	175	\$ 2,181.70
200	\$ 937.00	200	\$ 1,808.00	200	\$ 2,276.70
225	\$ 1,022.00	225	\$ 1,878.00	225	\$ 2,371.70
250	\$ 1,107.00	250	\$ 1,948.00	250	\$ 2,466.70
275	\$ 1,192.00	275	\$ 2,018.00	275	\$ 2,561.70
300	\$ 1,277.00	300	\$ 2,088.00	300	\$ 2,656.70
325	\$ 1,362.00	325	\$ 2,158.00	325	\$ 2,751.70
350	\$ 1,447.00	350	\$ 2,228.00	350	\$ 2,846.70
375	\$ 1,532.00	375	\$ 2,298.00	375	\$ 2,941.70
400	\$ 1,617.00	400	\$ 2,368.00	400	\$ 3,036.70
425	\$ 1,702.00	425	\$ 2,438.00	425	\$ 3,131.70
450	\$ 1,787.00	450	\$ 2,508.00	450	\$ 3,226.70
475	\$ 1,872.00	475	\$ 2,578.00	475	\$ 3,321.70
500	\$ 1,957.00	500	\$ 2,648.00	500	\$ 3,416.70
600	\$ 2,081.00	600	\$ 3,098.00	600	\$ 3,796.00
700	\$ 2,151.00	700	\$ 3,289.00	700	\$ 3,987.00
800	\$ 2,221.00	800	\$ 3,480.00	800	\$ 4,178.00
900	\$ 2,291.00	900	\$ 3,671.00	900	\$ 4,368.00
1000	\$ 2,362.00	1000	\$ 3,862.00	1000	\$ 4,559.00

Managed Network Services			
MNS Advanced: IPS & Webfiltering			
MNS Premium: IPS, Webfiltering, Application Control, SIEM			
		MNS CPE Advanced	MNS CPE Premium
Fortigate 30E	1 year	\$207	\$329
	2 year	\$161	\$273
	3 year	\$145	\$251
	4 year	\$138	\$244
	5 year	\$135	\$241
Fortigate 50E	1 year	\$233	\$363
	2 year	\$185	\$303
	3 year	\$167	\$279
	4 year	\$161	\$273
	5 year	\$157	\$269
Fortigate 60E	1 year	\$331	\$490
	2 year	\$272	\$416
	3 year	\$250	\$388
	4 year	\$242	\$380
	5 year	\$238	\$376
Fortigate 200E	1 year	\$983	\$1,214
	2 year	\$761	\$971
	3 year	\$682	\$882
	4 year	\$651	\$851
	5 year	\$633	\$833
Fortigate 600E	1 year	\$2,220	\$2,523
	2 year	\$1,638	\$1,913
	3 year	\$1,431	\$1,694
	4 year	\$1,348	\$1,611
	5 year	\$1,298	\$1,561

	Fortigate 30E	Fortigate 50E	Fortigate 60E	Fortigate 200E
GE RJ45 ports	5	7	10	18
SFP ports	-	-	-	4
10G SFP+ ports	-	-	-	-
AC power	1	1	1	1
DC power (RPS)	-	-	-	1
SD-WAN Fortinet Firewall Throughput (Mbps)	70Mb	75Mb	550Mb	2.25 Gb
MNS CPE Advanced and Premium VPN, IPS, Web Filtering, Application Control	55Mb	65Mb	230Mb	2Gb
Form Factor	Desktop	Desktop	Desktop	1RU

Category: Data Services and Broadband - Cloud Connect

Cloud Connect Virtual	Cost/Pricing		Service Availability						
	MRC/NRC	Price	Bandwidth	AWS	Microsoft Azure	IBM SoftLayer	Google	SalesForce	Oracle
Cloud Connect - 50Mbps	MRC	\$1,388.00	50 Mbps	Yes	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 100Mbps	MRC	\$1,688.00	100 Mbps	Yes	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 200 Mbps	MRC	\$2,063.00	200 Mbps	Yes	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 300 Mbps	MRC	\$2,375.00	300 Mbps	Yes	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 400 Mbps	MRC	\$2,638.00	400 Mbps	Yes	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 500 Mbps	MRC	\$2,850.00	500 Mbps	Yes	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 1 Gbps	MRC	\$3,725.00	1 Gbps	No	Yes	Yes	Yes	Yes	Yes
Cloud Connect - 2.5 Gbps	MRC	ICB	2.5 Gbps	No	Yes	Yes	Yes	No	Yes

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Cloud Connect - 5 Gbps	MRC	ICB
Cloud Connect - 10 Gbps	MRC	ICB

5 Gbps	No	Yes	Yes	Yes	No	Yes
10 Gbps	No	Yes	No	No	No	Yes

Cloud Connect - 50Mb to 500Mb Install	NRC	\$250.00
Cloud Connect - 1 Gbps Install (Azure)	NRC	\$500.00
Cloud Connect - 1Gbps Install (AWS)	NRC	ICB
Cloud Connect - 10 Gbps Install	NRC	ICB

Category: Data Services and Broadband - DDOS Mitigation					
Product	MRC	NRC - 1yr	NRC - 2yr	NRC - 3 yr	NRC
		Activation	Activation	Activation	Per mitigation
DDoS Mitigation 50	\$ 69.00	\$ 100.00	\$ 50.00	\$ -	\$ 69.00
DDoS Mitigation 100	\$ 75.00	\$ 100.00	\$ 50.00	\$ -	\$ 75.00
DDoS Mitigation 150	\$ 79.00	\$ 100.00	\$ 50.00	\$ -	\$ 79.00
DDoS Mitigation 200	\$ 85.00	\$ 100.00	\$ 50.00	\$ -	\$ 85.00
DDoS Mitigation 250	\$ 89.00	\$ 100.00	\$ 50.00	\$ -	\$ 89.00
DDoS Mitigation 300	\$ 95.00	\$ 100.00	\$ 50.00	\$ -	\$ 95.00
DDoS Mitigation 400	\$ 115.00	\$ 100.00	\$ 50.00	\$ -	\$ 115.00
DDoS Mitigation 500	\$ 125.00	\$ 100.00	\$ 50.00	\$ -	\$ 125.00
DDoS Mitigation 600	\$ 139.00	\$ 100.00	\$ 50.00	\$ -	\$ 139.00
DDoS Mitigation 700	\$ 155.00	\$ 100.00	\$ 50.00	\$ -	\$ 155.00
DDoS Mitigation 800	\$ 169.00	\$ 100.00	\$ 50.00	\$ -	\$ 169.00
DDoS Mitigation 900	\$ 189.00	\$ 100.00	\$ 50.00	\$ -	\$ 189.00
DDoS Mitigation 1G	\$ 209.00	\$ 100.00	\$ 50.00	\$ -	\$ 209.00
Critical Asset Monitor (per instance)	\$ 150.00				
HA (active/active)	50% more MRC by BW	\$ 100.00	\$ 50.00	\$ -	
HA (active/passive)	25% more MRC by BW	\$ 100.00	\$ 50.00	\$ -	
DDOS Emergency - 500M	\$ 500.00	\$ 1,500.00			
DDOS Emergency - 1G	\$ 850.00	\$ 2,000.00			
Expedite Activation		\$ 500.00			

Proposed Service	Monthly Recurring Cost	Installation One-time Cost
Data Field Technician (per hour)	N/A	ICB

Remote Network Engineer (per hour)	N/A	ICB
Remote Network Architect (per hour)	N/A	ICB
Stand Alone WAP Install (individual truck roll)(per device)	N/A	ICB
Additional WAP Install (if onsite providing LAN drop) (per device)	N/A	ICB
Basic Site Survey (for complex cabling/conduit)(per site)	N/A	ICB
Network Equipment Installation (per device)	N/A	ICB
Less than 2 business day notice to schedule	N/A	ICB
Site Not Ready / Turn Away / Site Visit	N/A	ICB
Cancellation (1 business day or less notice)	N/A	ICB
Cat5 Single Drop/demarc extention 100'	N/A	ICB
Cat5 Single Drop/demarc extention 150'	N/A	ICB
Cat5 Single Drop/demarc extention 200'	N/A	ICB
Cat5 Single Drop/demarc extention 250'	N/A	ICB
Cat5 Single Drop/demarc extention 300'	N/A	ICB
Pro Serv ICB's available pending Satement of Work	ICB	ICB

VOICE PRICING:**Category: Voice Services - Interstate Minutes****US Interstate Minute Pricing**

Domestic Voice (InterState)	Termination	Cost per minute (CPM)	Comments/Notes (if applicable)
Interstate	OutBound - Dedicated to Dedicated	\$ 0.019	
Interstate	OutBound - Dedicated -to Switched	\$ 0.019	
Interstate	OutBound - Switched to Dedicated	\$ 0.026	
Interstate	OutBound - Switched to Switched	\$ 0.026	
Interstate	Inbound - Switched to Dedicated	\$ 0.026	
Interstate	Inbound - Switched to Switched	\$ 0.026	

Category: Voice Services - US Instate Minutes**US Instate Calls (Inbound/Outbound) for Switch Termination - Minute Pricing**

State	Jurisdiction	Dedicated outbound	Dedicated inbound	Switched outbound	Switched inbound
		Cost per minute	Cost per minute	Cost per minute	Cost per minute
Vermont	Interlata	\$ 0.019	\$ 0.019	\$ 0.026	\$ 0.026
Vermont	Intralata	\$ 0.022	\$ 0.022	\$ 0.026	\$ 0.026

Category: Voice Services - Toll Free

Proposed Service	Discounted Monthly Recurring Cost
Intra-LATA Toll Service (Dedicated Access)	\$ 0.0220
Intra-State Inter-LATA Toll Service (Dedicated Access)	\$ 0.0220
Inter-State Toll Service (Dedicated Access)	\$ 0.0190
Intra-LATA Toll Service (Switched Access)	\$ 0.0270
Intra-State Inter-LATA Toll Service (Switched Access)	\$ 0.0270
Inter-State Toll Service (Switched Access) On-Net	\$ 0.0270
Toll Free Line MRC	\$ 4.95

International Minutes Pricing (Outbound and Inbound)		
International Location	Dedicated Termination Cost per Minute	Switched Termination Cost per Minute
Canada	\$0.0250	\$0.0500
Afghanistan	\$0.7650	\$0.8025
Albania	\$0.3060	\$0.3435
Albania Mobile	\$0.5910	\$0.6285
Algeria	\$0.2380	\$0.2755
Algeria Mobile	\$0.7218	\$0.7593
Amer Somoa	\$0.4823	\$0.5198
American Somoa Mobile	\$0.2403	\$0.2778
Andorra	\$0.0978	\$0.1353
Andorra, Mobile	\$0.4967	\$0.5342
Angola	\$0.3825	\$0.4200
Angola Mobile	\$0.4803	\$0.5178
Antarctica Casey	\$2.2069	\$2.2444
Antarctica Norfolk Island	\$0.9700	\$1.0075
Antarctica Scott	\$0.9700	\$1.0075
Argentina	\$0.0560	\$0.0935
Argentina Buenos Aires	\$0.0198	\$0.0573
Argentina Mobile	\$0.4464	\$0.4839
Armenia	\$0.2189	\$0.2564
Armenia Mobile	\$0.4803	\$0.5178
Armenia Yerevan	\$0.2189	\$0.2564
Aruba	\$0.2380	\$0.2755
Aruba Mobile	\$0.4598	\$0.4973
Ascension Island	\$2.7671	\$2.8046
Australia	\$0.0399	\$0.0774
Australia Mobile	\$0.2700	\$0.3075
Austria	\$0.0569	\$0.0944
Austria Audiotext	\$0.0569	\$0.0944
Austria Mobile	\$0.4042	\$0.4417
Austria Vienna	\$0.0478	\$0.0853
Azerbaijan	\$0.3925	\$0.4300
Azerbaijan Mobile	\$0.6247	\$0.6622
Bahrain	\$0.3825	\$0.4200
Bahrain Audiotext	\$0.4500	\$0.4875
Bahrain Mobile	\$0.3825	\$0.4200
Bangladesh	\$0.3060	\$0.3435

Bangladesh Chittagong	\$0.3060	\$0.3435
Bangladesh Dhaka	\$0.1063	\$0.1438
Bangladesh Mobile	\$0.3060	\$0.3435
Belarus	\$0.4486	\$0.4861
Belarus, Mobile	\$0.4971	\$0.5346
Belgium	\$0.0313	\$0.0688
Belgium Audiotext	\$0.0313	\$0.0688
Belgium, Mobile	\$0.4670	\$0.5045
Belize	\$0.4711	\$0.5086
Belize Mobile	\$0.5270	\$0.5645
Benin	\$0.3478	\$0.3853
Bhutan	\$0.3145	\$0.3520
Bolivia	\$0.2763	\$0.3138
Bolivia La Paz	\$0.1615	\$0.1990
Bolivia Mobile	\$0.3363	\$0.3738
Bosnia / Herzegovina	\$0.2890	\$0.3265
Bosnia / Herzegovina, Mobile	\$0.6644	\$0.7019
Botswana	\$0.2210	\$0.2585
Botswana, Mobile	\$0.4920	\$0.5295
Brazil	\$0.0784	\$0.1159
Brazil, Belo Horizonte	\$0.0365	\$0.0740
Brazil, Mobile	\$0.3802	\$0.4177
Brazil, Rio	\$0.0385	\$0.0760
Brazil, Sao Paulo	\$0.0365	\$0.0740
Brunei	\$0.1530	\$0.1905
Brunei, Mobile	\$0.1530	\$0.1905
Bulgaria	\$0.1615	\$0.1990
Bulgaria, Mobile	\$0.7396	\$0.7771
Burkina Faso	\$0.4363	\$0.4738
Burkina Faso, Mobile	\$0.5400	\$0.5775
Burma/Myanmar	\$0.7183	\$0.7558
Burundi	\$0.3358	\$0.3733
Burundi, Mobile	\$0.3358	\$0.3733
Cambodia	\$0.5738	\$0.6113
Cambodia, Mobile	\$0.5738	\$0.6113
Cameroon	\$0.4590	\$0.4965
Cameroon, Douala	\$0.4590	\$0.4965
Cameroon, Mobile (6849)	\$0.4891	\$0.5266
Cape Verde	\$0.5738	\$0.6113
Central Africa	\$0.8122	\$0.8497

Chad	\$0.6750	\$0.7125
Chad, Audiotext	\$0.5738	\$0.6113
Chile	\$0.2495	\$0.2870
Chile, Mobile	\$0.6013	\$0.6388
Chile, Santiago	\$0.0773	\$0.1148
China Prc	\$0.0305	\$0.0680
China Prc, Mobile	\$0.0248	\$0.0623
China Prc, Prc-Beijing	\$0.0248	\$0.0623
China Prc, Prc-Shanghai	\$0.0315	\$0.0690
China, Canton	\$0.0383	\$0.0758
China, Fuzhou	\$0.0450	\$0.0825
Christmas Island	\$0.7300	\$0.7675
Cocos/Kellilng Island	\$0.0700	\$0.1075
Colombia	\$0.1615	\$0.1990
Colombia, Baranquilla	\$0.0850	\$0.1225
Colombia, Bogota	\$0.0633	\$0.1008
Colombia, Cali	\$0.0850	\$0.1225
Colombia, Medellin	\$0.1445	\$0.1820
Colombia, Mobile	\$0.1828	\$0.2203
Colombia, Pereira	\$0.1615	\$0.1990
Comoros	\$0.6750	\$0.7125
Comoros, Mayotte	\$0.6750	\$0.7125
Comoros, Mobile	\$0.6750	\$0.7125
Congo	\$0.8805	\$0.9180
Cook Island	\$1.4233	\$1.4608
Cook Island Audiotext	\$1.4233	\$1.4608
Costa Rica	\$0.1053	\$0.1428
Costa Rica, Mobile	\$0.1120	\$0.1495
Croatia	\$0.1148	\$0.1523
Croatia, mobile	\$0.4293	\$0.4668
Cuba	\$1.8767	\$1.9142
Cuba, Guantanamo Bay	\$1.5300	\$1.5675
Cyprus	\$0.1360	\$0.1735
Cyprus, Audiotext	\$0.1600	\$0.1975
Cyprus, Mobile	\$0.1615	\$0.1990
Czech	\$0.0680	\$0.1055
Czech Republic, Prague	\$0.0508	\$0.0883
Czech, Mobile	\$0.3825	\$0.4200
Denmark	\$0.0281	\$0.0656
Denmark, Mobile	\$0.4022	\$0.4397

Diego Garcia	\$2.4790	\$2.5165
Diego Garcia, Audiotext	\$4.7813	\$4.8188
Djibouti	\$0.7621	\$0.7996
Djibouti, Mobile	\$0.7621	\$0.7996
Ecuador	\$0.2890	\$0.3265
Ecuador, Cuenca	\$0.2475	\$0.2850
Ecuador, Guayaquil	\$0.2475	\$0.2850
Ecuador, Mobile	\$0.4734	\$0.5109
Ecuador, Quito	\$0.2765	\$0.3140
Egypt	\$0.3145	\$0.3520
Egypt, Cairo	\$0.3145	\$0.3520
Egypt, Mobile	\$0.3145	\$0.3520
El Salvador	\$0.3987	\$0.4362
El Salvador, Mobile	\$0.4504	\$0.4879
Equatorial Guinea	\$0.5568	\$0.5943
Eritrea	\$0.6715	\$0.7090
Estonia	\$0.0595	\$0.0970
Estonia, Mobile	\$0.6260	\$0.6635
Ethiopia	\$0.6715	\$0.7090
Ethiopia, Mobile	\$1.0540	\$1.0915
Faeroe Islands	\$0.2593	\$0.2968
Falkland Islands	\$1.5524	\$1.5899
Fiji Islands	\$0.5270	\$0.5645
Fiji Islands, Mobile (6853)	\$0.5270	\$0.5645
Finland, Audiotext	\$0.0800	\$0.1175
Finland	\$0.0922	\$0.1297
Finland, Mobile	\$0.2590	\$0.2965
France	\$0.0267	\$0.0642
France Paris	\$0.0232	\$0.0607
France, Audiotext	\$0.6540	\$0.6915
France, Mobile	\$0.3110	\$0.3485
French Antilles	\$0.1907	\$0.2282
French Antilles, Mobile	\$0.5390	\$0.5765
French Guiana	\$0.2678	\$0.3053
French Guiana, Mobile	\$0.4812	\$0.5187
French Polynesia	\$0.4744	\$0.5119
French Polynesia, Mobile	\$0.6385	\$0.6760
Gabon	\$0.3150	\$0.3525
Gabon, Mobile	\$0.5295	\$0.5670
Gambia	\$0.7091	\$0.7466

Georgia	\$0.1360	\$0.1735
Georgia, Mobile	\$0.2380	\$0.2755
Germany	\$0.0269	\$0.0644
Germany, Audiotext	\$0.3684	\$0.4059
Germany, Frankfurt	\$0.0266	\$0.0641
Germany, Mobile	\$0.4001	\$0.4376
Ghana	\$0.3682	\$0.4057
Ghana, Mobile	\$0.4645	\$0.5020
Gibraltar	\$0.1445	\$0.1820
Gibraltar, Mobile	\$0.6024	\$0.6399
Gilbert Island/Kiribati	\$1.2950	\$1.3325
Greece	\$0.0595	\$0.0970
Greece, Athens	\$0.0385	\$0.0760
Greece, Mobile	\$0.3825	\$0.4200
Greenland	\$1.0074	\$1.0449
Greenland, Mobile	\$1.1511	\$1.1886
Guadeloupe	\$0.1743	\$0.2118
Guadeloupe, Mobile	\$0.8033	\$0.8408
Guatemala	\$0.3136	\$0.3511
Guatemala, Mobile	\$0.3138	\$0.3513
Guinea	\$0.7589	\$0.7964
Guinea Bissau	\$1.1475	\$1.1850
Guinea Bissau Audiotext	\$1.1475	\$1.1850
Guinea Bissau Mobile	\$1.1475	\$1.1850
Guyana	\$0.5950	\$0.6325
Guyana Mobile	\$0.5738	\$0.6113
Haiti	\$0.4549	\$0.4924
Haiti Audiotext	\$0.5282	\$0.5657
Haiti Mobile	\$0.5353	\$0.5728
Honduras	\$0.5653	\$0.6028
Honduras Mobile	\$0.4655	\$0.5030
Hong Kong	\$0.0308	\$0.0683
Hong Kong Mobile	\$0.0440	\$0.0815
Hungary	\$0.0850	\$0.1225
Hungary Mobile	\$0.4505	\$0.4880
Iceland	\$0.0550	\$0.0925
Iceland Mobile	\$0.4675	\$0.5050
India	\$0.1870	\$0.2245
India Ahmedabad	\$0.2380	\$0.2755
India Audiotext	\$0.2890	\$0.3265

India Bangalore	\$0.2380	\$0.2755
India Baroda	\$0.2380	\$0.2755
India Bombay	\$0.1870	\$0.2245
India Calcutta	\$0.2380	\$0.2755
India Hyderabad	\$0.2380	\$0.2755
India Madras	\$0.2380	\$0.2755
India Mobile	\$0.2200	\$0.2575
India New Delhi	\$0.2380	\$0.2755
Indonesia	\$0.1552	\$0.1927
Indonesia Jakarta	\$0.0765	\$0.1140
Indonesia Mobile	\$0.9640	\$1.0015
Indonesia Surabaya	\$0.0765	\$0.1140
Inmarsat (AOR)	\$7.3150	\$7.3525
Inmarsat (IOR)	\$10.1250	\$10.1625
Inmarsat (POR)	\$7.1740	\$7.2115
Inmarsat (WAT)	\$13.3548	\$13.3923
Iran	\$0.2210	\$0.2585
Iran Mobile	\$0.2225	\$0.2600
Iraq	\$0.6970	\$0.7345
Ireland	\$0.0385	\$0.0760
Ireland Mobile	\$0.5734	\$0.6109
Ireland, Dublin	\$0.0303	\$0.0678
Iridium	\$6.6288	\$6.6663
Israel	\$0.0303	\$0.0678
Israel Mobile	\$0.1947	\$0.2322
Israel Tel Aviv	\$0.0303	\$0.0678
Italy	\$0.0322	\$0.0697
Italy Audiotext	\$0.5655	\$0.6030
Italy Milan	\$0.0321	\$0.0696
Italy Mobile	\$0.6759	\$0.7134
Italy Rome	\$0.0320	\$0.0695
Italy Vatican City	\$0.1051	\$0.1426
Ivory Coast	\$0.4519	\$0.4894
Ivory Coast Mobile (6856)	\$0.5956	\$0.6331
Japan	\$0.0518	\$0.0893
Japan Military	\$0.0522	\$0.0897
Japan Mobile	\$0.2702	\$0.3077
Japan Nagoya	\$0.0550	\$0.0925
Japan Osaka	\$0.0531	\$0.0906
Japan Sapporo	\$0.0517	\$0.0892

Japan Tokyo	\$0.0536	\$0.0911
Jordan	\$0.3273	\$0.3648
Jordan Mobile	\$0.4208	\$0.4583
Kazakhstan	\$0.3145	\$0.3520
Kazakhstan Mobile (6884)	\$0.3145	\$0.3520
Kenya	\$0.4803	\$0.5178
Kenya Mobile (6857)	\$0.6160	\$0.6535
Korea (North)	\$1.1475	\$1.1850
Korea (South)	\$0.0325	\$0.0700
Korea (South) Mobile	\$0.0896	\$0.1271
Korea (South) Seoul	\$0.0357	\$0.0732
Kuwait	\$0.1913	\$0.2288
Kuwait Audiotext	\$0.2250	\$0.2625
Kuwait Mobile	\$0.1967	\$0.2342
Kyrgyzstan	\$0.2763	\$0.3138
Kyrgyzstan Mobile	\$0.2763	\$0.3138
Laos	\$0.3528	\$0.3903
Latvia	\$0.2763	\$0.3138
Latvia Mobile	\$0.6128	\$0.6503
Lebanon	\$0.2016	\$0.2391
Lebanon Mobile	\$0.4293	\$0.4668
Lesotho	\$0.3507	\$0.3882
Liberia	\$0.6078	\$0.6453
Liberia Mobile	\$0.4791	\$0.5166
Libya	\$0.5031	\$0.5406
Liechtenstein	\$0.1332	\$0.1707
Liechtenstein Mobile	\$0.1332	\$0.1707
Lithuania	\$0.1828	\$0.2203
Lithuania Mobile	\$0.6850	\$0.7225
Luxembourg	\$0.0468	\$0.0843
Luxembourg Mobile	\$0.3793	\$0.4168
Macao	\$0.1063	\$0.1438
Macao Mobile	\$0.1063	\$0.1438
Macedonia	\$0.3443	\$0.3818
Macedonia Mobile	\$0.6688	\$0.7063
Madagascar	\$0.7459	\$0.7834
Madagascar Mobile	\$0.7105	\$0.7480
Malawi	\$0.2030	\$0.2405
Malawi, Mobile	\$0.2733	\$0.3108
Malaysia	\$0.0468	\$0.0843

Malaysia Kuala Lumpur	\$0.0468	\$0.0843
Malaysia Mobile	\$0.0850	\$0.1225
Maldives	\$0.9894	\$1.0269
Maldives Audiotext	\$0.9894	\$1.0269
Mali Republic	\$0.4803	\$0.5178
Mali Republic Mobile	\$0.5746	\$0.6121
Malta	\$0.3060	\$0.3435
Malta Mobile	\$0.4575	\$0.4950
Marshall Islands	\$0.5823	\$0.6198
Mauritania	\$0.5738	\$0.6113
Mauritius	\$0.4505	\$0.4880
Mauritius Mobile	\$0.4505	\$0.4880
Mayotte	\$0.6750	\$0.7125
Mexico	\$0.1243	\$0.1618
Mexico, Guadalajara	\$0.0277	\$0.0652
Mexico, Mexico City	\$0.0249	\$0.0624
Mexico, Mexico Mobile	\$0.2530	\$0.2905
Mexico, Monterrey	\$0.0245	\$0.0620
Mexico, On-Net EA	\$0.0709	\$0.1084
Micronesia	\$0.5738	\$0.6113
Moldova	\$0.2786	\$0.3161
Moldova Mobile	\$0.4825	\$0.5200
Monaco	\$0.0850	\$0.1225
Monaco France	\$0.0850	\$0.1225
Monaco Mobile	\$0.6400	\$0.6775
Mongolia	\$0.2763	\$0.3138
Morocco	\$0.5050	\$0.5425
Morocco Mobile	\$0.8016	\$0.8391
Mozambique	\$0.2380	\$0.2755
Mozambique Mobile (6864)	\$0.5637	\$0.6012
Nahodka	\$2.4419	\$2.4794
Namibia	\$0.2210	\$0.2585
Namibia Mobile	\$0.4458	\$0.4833
Nauru	\$2.2500	\$2.2875
Nauru Audiotex	\$2.2500	\$2.2875
Nepal	\$0.4038	\$0.4413
Netherlands	\$0.0355	\$0.0730
Netherlands Amsterdam	\$0.0353	\$0.0728
Netherlands Antilles	\$0.2763	\$0.3138
Netherlands Antilles Audiotext	\$0.3250	\$0.3625

Netherlands Antilles Mobile	\$0.3358	\$0.3733
Netherlands Mobile	\$0.3956	\$0.4331
New Caledonia	\$0.6333	\$0.6708
New Caledonia Audiotext	\$0.6333	\$0.6708
New Zealand	\$0.0288	\$0.0663
New Zealand Mobile	\$0.5270	\$0.5645
Nicaragua	\$0.3443	\$0.3818
Nicaragua Mobile	\$0.5236	\$0.5611
Niger Republic	\$0.3414	\$0.3789
Nigeria	\$0.2218	\$0.2593
Nigeria Lagos	\$0.2075	\$0.2450
Nigeria Mobile	\$0.2778	\$0.3153
Niue Island	\$1.9150	\$1.9525
Niue Island Audiotext	\$1.9150	\$1.9525
Norway	\$0.0315	\$0.0690
Norway Mobile	\$0.5161	\$0.5536
Oman	\$0.4675	\$0.5050
Oman Mobile	\$0.6005	\$0.6380
Pakistan	\$0.4293	\$0.4668
Pakistan Audiotext	\$0.4293	\$0.4668
Pakistan Karachi	\$0.4293	\$0.4668
Pakistan Mobile	\$0.3535	\$0.3910
Palau Republic	\$0.6418	\$0.6793
Palestine	\$0.4043	\$0.4418
Palestine Mobile (6886)	\$0.4398	\$0.4773
Panama	\$0.1183	\$0.1558
Panama Mobile	\$0.3218	\$0.3593
Papua New Guinea	\$1.2714	\$1.3089
Papua New Guinea Audiotext	\$1.2714	\$1.3089
Paraguay	\$0.2593	\$0.2968
Paraguay Ascuncion	\$0.2593	\$0.2968
Paraguay Mobile	\$0.4123	\$0.4498
Peru	\$0.1233	\$0.1608
Peru, Audiotext	\$0.3060	\$0.3435
Peru, Lima	\$0.0498	\$0.0873
Peru, Mobile	\$0.4193	\$0.4568
Philippines	\$0.2975	\$0.3350
Philippines Manila	\$0.2975	\$0.3350
Philippines Mobile	\$0.3714	\$0.4089
Philippines Spec. Svcs	\$0.2975	\$0.3350

Poland	\$0.0490	\$0.0865
Poland Mobile	\$0.4973	\$0.5348
Poland Warsaw	\$0.0468	\$0.0843
Portugal	\$0.0468	\$0.0843
Portugal Lisbon	\$0.0468	\$0.0843
Portugal Madeira	\$0.0468	\$0.0843
Portugal Mobile	\$0.5738	\$0.6113
Qatar	\$0.5568	\$0.5943
Qatar Mobile	\$0.6418	\$0.6793
Reunion Island	\$0.2210	\$0.2585
Romania	\$0.2125	\$0.2500
Romania Buckharest	\$0.1530	\$0.1905
Romania Mobile	\$0.5185	\$0.5560
Russia	\$0.0978	\$0.1353
Russia Mobile	\$0.3233	\$0.3608
Russia Moscow	\$0.0318	\$0.0693
Russia Overlay	\$0.1150	\$0.1525
Russia St. Petersburg	\$0.0298	\$0.0673
Rwanda	\$0.2890	\$0.3265
Rwanda Mobile	\$0.3400	\$0.3775
San Marino	\$0.0555	\$0.0930
San Marino Mobile	\$0.0555	\$0.0930
Sao Tome	\$0.3825	\$0.4200
Saudi Arabia	\$0.4095	\$0.4470
Saudi Arabia Dharan	\$0.3825	\$0.4200
Saudi Arabia Jeddah	\$0.3825	\$0.4200
Saudi Arabia Mobile	\$0.3825	\$0.4200
Saudi Arabia Ryadh	\$0.3825	\$0.4200
Senegal	\$0.4850	\$0.5225
Senegal Audiotext	\$0.4850	\$0.5225
Senegal Mobile	\$0.7062	\$0.7437
Seychelles Island	\$0.4038	\$0.4413
Seychelles Island Mobile	\$0.4038	\$0.4413
Sierra Leone	\$0.8625	\$0.9000
Sierra Leone Mobile	\$0.8622	\$0.8997
Singapore	\$0.0248	\$0.0623
Singapore Mobile	\$0.0248	\$0.0623
Slovakia	\$0.1148	\$0.1523
Slovakia Mobile	\$0.4600	\$0.4975
Slovenia	\$0.1148	\$0.1523

Slovenia Mobile	\$0.8121	\$0.8496
Solomon Island Audiotext	\$1.9344	\$1.9719
Solomon Islands	\$1.9344	\$1.9719
Somalia	\$1.1008	\$1.1383
South Africa	\$0.0945	\$0.1320
South Africa Johannesburg	\$0.0754	\$0.1129
South Africa Mobile	\$0.0945	\$0.1320
Spain	\$0.0251	\$0.0626
Spain Audiotext	\$0.2861	\$0.3236
Spain Barcelona	\$0.0243	\$0.0618
Spain Madrid	\$0.0391	\$0.0766
Spain Mobile	\$0.3083	\$0.3458
Sri Lanka	\$0.3655	\$0.4030
Sri Lanka Mobile	\$0.3655	\$0.4030
St Helena	\$2.8707	\$2.9082
St Pierre/Miquelon	\$0.4168	\$0.4543
Sudan	\$0.4420	\$0.4795
Sudan Mobile	\$0.4420	\$0.4795
Suriname	\$0.5738	\$0.6113
Suriname Audiotext	\$0.5738	\$0.6113
Suriname Mobile	\$0.5738	\$0.6113
Swaziland	\$0.2295	\$0.2670
Swaziland Mobile	\$0.3862	\$0.4237
Sweden	\$0.0193	\$0.0568
Sweden Mobile	\$0.2778	\$0.3153
Switzerland	\$0.0334	\$0.0709
Switzerland Audiotext	\$0.1000	\$0.1375
Switzerland Mobile	\$0.6252	\$0.6627
Syria	\$0.5440	\$0.5815
Syria Mobile (6875)	\$0.6715	\$0.7090
Taiwan	\$0.0383	\$0.0758
Taiwan Kaohsiung	\$0.0383	\$0.0758
Taiwan Mobile	\$0.1743	\$0.2118
Taiwan Taipei	\$0.0315	\$0.0690
Taiwan, Tainan	\$0.0383	\$0.0758
Tajikistan	\$0.4850	\$0.5225
Tajikistan Mobile	\$0.4850	\$0.5225
Tanzania	\$0.4803	\$0.5178
Tanzania Mobile (6876)	\$0.4803	\$0.5178
Tanzania Zanzibar	\$2.3650	\$2.4025

Thailand	\$0.1743	\$0.2118
Thailand Bangkok	\$0.1063	\$0.1438
Thailand Mobile	\$0.1913	\$0.2288
Togo	\$0.7820	\$0.8195
Tokelau	\$1.3500	\$1.3875
Tokelau Audiotext	\$1.3500	\$1.3875
Tonga	\$0.8001	\$0.8376
Tonga Audiotext	\$0.8001	\$0.8376
Tunisia	\$0.5310	\$0.5685
Tunisia Mobile	\$0.8124	\$0.8499
Turkey	\$0.2678	\$0.3053
Turkey Istanbul	\$0.1750	\$0.2125
Turkey Mobile	\$0.3422	\$0.3797
Turkmenistan	\$0.3358	\$0.3733
Turkmenistan Mobile (6887)	\$0.3358	\$0.3733
Tuvalu	\$1.4365	\$1.4740
Tuvalu Audiotext	\$1.4365	\$1.4740
Uganda	\$0.2523	\$0.2898
Uganda Mobile (6878)	\$0.2747	\$0.3122
Ukraine	\$0.2295	\$0.2670
Ukraine Mobile (6879)	\$0.2803	\$0.3178
United Arab Emirates	\$0.3324	\$0.3699
United Arab Emirates Mobile	\$0.3322	\$0.3697
United Kingdom	\$0.0193	\$0.0568
United Kingdom Audiotext	\$1.2252	\$1.2627
United Kingdom London	\$0.0193	\$0.0568
United Kingdom Mobile	\$0.3300	\$0.3675
Uruguay	\$0.2017	\$0.2392
Uruguay Mobile (6882)	\$0.6159	\$0.6534
Uzbekistan	\$0.2125	\$0.2500
Vanuatu/New Hebridi	\$1.4365	\$1.4740
Vanuatu/New Hebridi Audiotext	\$1.4365	\$1.4740
Vatican City	\$0.1051	\$0.1426
Venezuela	\$0.1063	\$0.1438
Venezuela Caracas	\$0.0756	\$0.1131
Venezuela Mobile	\$0.3108	\$0.3483
Vietnam	\$0.6035	\$0.6410
Vietnam Ho Chi Minh	\$0.6035	\$0.6410
Vietnam Hanoi	\$0.6035	\$0.6410
Vietnam Mobile	\$0.6035	\$0.6410

Wallis/Futuna	\$1.5980	\$1.6355
Wallis/Futuna Audiotext	\$1.5980	\$1.6355
Western Samoa	\$0.6035	\$0.6410
Yemen Arab	\$0.3910	\$0.4285
Yugoslavia/Serbia	\$0.2153	\$0.2528
Yugoslavia/Serbia Mobile	\$0.6333	\$0.6708
Zaire	\$0.5822	\$0.6197
Zaire Mobile	\$0.6169	\$0.6544
Zambia	\$0.1913	\$0.2288
Zambia Mobile	\$0.3353	\$0.3728
Zimbabwe	\$0.1969	\$0.2344
Zimbabwe Mobile	\$0.9618	\$0.9993
Anguilla	\$0.3060	\$0.3435
Antigua (Barbuda)	\$0.3273	\$0.3648
Barbados	\$0.2520	\$0.2895
Bahamas	\$0.1593	\$0.1968
Bermuda	\$0.1045	\$0.1420
British V.I.	\$0.2502	\$0.2877
Cayman Islands	\$0.1960	\$0.2335
Dominica	\$0.2763	\$0.3138
Dominica Audio Text	\$0.3250	\$0.3625
Dominican Republic	\$0.0935	\$0.1310
Grenada	\$0.3060	\$0.3435
Guam	\$0.1092	\$0.1467
Jamaica	\$0.2450	\$0.2825
Mariana Islands (Saipan)	\$3.0552	\$3.0927
Montserrat	\$0.3655	\$0.4030
Nevis	\$0.2493	\$0.2868
St Kitts/Nevis	\$0.2683	\$0.3058
St Lucia	\$0.2765	\$0.3140
St Vincent/Grenadines	\$0.3825	\$0.4200
Trinidad/Tobago	\$0.1485	\$0.1860
Turks/Caicos Islands	\$0.2975	\$0.3350

Category: Voice Services - SIP Trunk Pricing					
SIP Trunking Pricing					
Per-Minute Charges (in Excess of Included Minutes)	Included Minutes	List Price	Offered Price	Overage Charges	Notes/Comments
Offnet local		\$ 0.05	\$ 0.026		
Offnet intraLATA, intrastate		\$ 0.05	\$ 0.026		
Offnet intraLATA, interstate		\$ 0.05	\$ 0.026		
Offnet interLATA, intrastate		\$ 0.05	\$ 0.026		
Offnet interLATA, interstate		\$ 0.05	\$ 0.026		
Offnet international to <Specify country. Repeat this row as necessary.>		\$ 53.00	N/A		See International Rate Tab 2.4
On Net local		\$ 0.03	\$ 0.0075		
On Net intraLATA, intrastate		\$ 0.03	\$ 0.022		
On Net intraLATA, interstate		\$ 0.03	\$ 0.019		
On Net interLATA, intrastate		\$ 0.03	\$ 0.022		
On Net interLATA, interstate		\$ 0.03	\$ 0.019		
On Net international to <Specify country. Repeat this row as necessary.>		N/A	N/A		See International Rate Tab 2.4
<Other per-minute charges>					
Monthly Recurring Charges	Quantity	List Price	Offered Price	Overage Charges	Notes/Comments
Per-concurrent-call charge		\$ 8.40	\$ 6.00		
Call Paths	1 -50	\$ 14.00	\$ 10.00		

Call Paths	51 -150	\$ 13.00	\$ 9.20		
Call Paths	151 -500	\$ 12.00	\$ 8.60		
Call Paths	501- 1000	\$ 11.00	\$ 8.00		
Call Paths	1000+	\$ 10.00	\$ 7.40		
DID charge	100 Block	\$ 5.00	\$ 1.06		Per/100 Block
Data port/Class of Service/Access charge		See below	See below	See below	
Monthly Recurring Charges	Quantity	List Price	Offered Price	Overage Charges	Notes/Comments
Digital Voice Lines	1 to 48	\$ 12.00	\$ 10.00		
2 Line ATA	1	\$ 3.00	\$ 2.66		
8 Line ATA	1	\$ 20.00	\$ 18.74		
24 Line ATA	1	\$ 40.00	\$ 38.30		
Description	MRC 5Yr	NRC	MRC 3yr	NRC	MTM
Local Loop MPLS Port CDR/QoS MRC (If Applicable) Bundled elements, additional charges					
Secure Remote Access (blocks of 5)					\$10
4G Wireless Service (5Gb Data)					\$ 110.00
4G Wireless Service (10Gb Data)					\$ 150.00
4G Data Overage					.05/Mb
10 meg	\$ 645		\$ 717		\$ 800.00
20 meg	\$ 714		\$ 794		\$ 900.00
30 meg	\$ 868		\$ 964		\$ 1,075.00

40 meg	\$ 970		\$ 1,077		\$ 1,200.00
50 meg	\$ 1,021		\$ 1,134		\$ 1,260.00
60 meg	\$ 1,072		\$ 1,191		\$ 1,325.00
70 meg	\$ 1,123		\$ 1,247		\$ 1,390.00
80 meg	\$ 1,166		\$ 1,296		\$ 1,440.00
90 meg	\$ 1,210		\$ 1,345		\$ 1,495.00
100 meg FastE	\$ 1,254		\$ 1,393		\$ 1,550.00
100 meg Gig E	\$ 1,823		\$ 2,025		\$ 2,250.00
200 meg	\$ 2,037		\$ 2,264		\$ 2,515.00
400 meg	\$ 2,249		\$ 2,499		\$ 2,780.00
400 meg	\$ 2,617		\$ 2,908		\$ 3,235.00
500 meg	\$ 2,974		\$ 3,305		\$ 3,675.00
600 meg	\$ 3,332		\$ 3,702		\$ 4,115.00
700 meg	\$ 3,649		\$ 4,054		\$ 4,505.00
800 meg	\$ 3,918		\$ 4,354		\$ 4,840.00
900 meg	\$ 4,188		\$ 4,653		\$ 5,175.00
1000 meg	\$ 4,367		\$ 4,852		\$ 5,395.00
Access services subject to availability and where facilities exist					

*Special construction charges may apply, and will be determined upon site survey completion. If applicable, charges will be identified and presented to the eligible entity for review and acceptance.					
Hardware charges		See below	See below	See below	
Hardware Charges & Managed Router					
Proposed Service	Monthly Recurring Cost	Activation One-time Cost	% Discounted Monthly Recurring Cost	% Discounted One-time cost	
Router Ping Monitoring	\$ 15.00	\$ 50.00	\$ 8.50	\$ -	
Router Configuration Management	\$ 25.00	\$ 175.00	\$ 15.00	\$ -	
Advanced Router Management	\$ 60.00	\$ 175.00	\$ 35.00	\$ -	
* Managed Router Equipment is not included. To be quoted as ICB based on product/service requirements					
Features:					
- NOC-to-NOC interaction, allowing your organization's technical staff the ability to work directly with their peers at Windstream					
- Dedicated toll-free					

numbers for direct access to tenured NOC technicians and expedited trouble ticket creation and resolution					
- Unmatched service and support, including abbreviated response intervals for all out-of-service and non out-of-service tickets					
- An exclusive escalation list with direct contact information up to the Executive Vice President to reach the appropriate level of management					
- 24 x 7 circuit monitoring with proactive ticket creation and automated e-mail notification					
- Monthly and quarterly trouble incident reports, including resolution detail and Mean Time To Repair (MTTR) statistics					
- Recurring meetings with management to review reports, address concerns, and work on strengthening your partnership with Windstream					

Category: Voice Services - Voice Bundles

Business Block of Time Plans*		
Rate Plan	MRC	Overage
1K to 50K	\$20.00	\$0.025
Over 50K to 100K	\$18.00	\$0.022
Over 100K to 250K	\$15.00	\$0.017
Over 250K to 500K	\$10.00	\$0.011
ICB Rate for Over 500K+	N/A	N/A

Category: Voice Services - Managed Router				
Proposed Service	Monthly Recurring Cost	Activation One-time Cost	% Discounted Monthly Recurring Cost	% Discounted One-time cost
Router Ping Monitoring	\$ 15.00	\$ 50.00	\$ 8.50	\$ -
Router Configuration Management	\$ 25.00	\$ 175.00	\$ 15.00	\$ -
Advanced Router Management	\$ 60.00	\$ 175.00	\$ 35.00	\$ -
<i>* Managed Router Equipment is not included. To be quoted as ICB based on product/service requirements</i>				
Features:				
- NOC-to-NOC interaction, allowing your organization's technical staff the ability to work directly with their peers at Windstream				
- Dedicated toll-free numbers for direct access to tenured NOC technicians and expedited trouble ticket creation and resolution				
- Unmatched service and support, including abbreviated response intervals for all out-of-service and non out-of-service tickets				
- An exclusive escalation list with direct contact information up to the Executive Vice President to reach the appropriate level of management				
- 24 x 7 circuit monitoring with proactive ticket creation and automated e-mail notification				
- Monthly and quarterly trouble incident reports, including resolution detail and Mean Time To Repair (MTTR) statistics				
- Recurring meetings with management to review reports, address concerns, and work on strengthening your partnership with Windstream				

Category: Voice Services - Professional Services		
Proposed Service	Monthly Recurring Cost	Installation One-time Cost
Data Field Technician (per hour)	N/A	ICB
Remote Network Engineer (per hour)	N/A	ICB
Remote Network Architect (per hour)	N/A	ICB
Stand Alone WAP Install (individual truck roll)(per device)	N/A	ICB
Additional WAP Install (if onsite providing LAN drop) (per device)	N/A	ICB
Basic Site Survey (for complex cabling/conduit)(per site)	N/A	ICB
Network Equipment Installation (per device)	N/A	ICB
Less than 2 business day notice to schedule	N/A	ICB
Site Not Ready / Turn Away / Site Visit	N/A	ICB
Cancellation (1 business day or less notice)	N/A	ICB
Cat5 Single Drop/demarc extention 100'	N/A	ICB
Cat5 Single Drop/demarc extention 150'	N/A	ICB
Cat5 Single Drop/demarc extention 200'	N/A	ICB
Cat5 Single Drop/demarc extention 250'	N/A	ICB
Cat5 Single Drop/demarc extention 300'	N/A	ICB
Pro Serv ICB's available pending Satement of Work	ICB	ICB

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(Revision date: June 27, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
5. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
6. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

ATTACHMENT D
INFORMATION TECHNOLOGY PROFESSIONAL SERVICES
TERMS AND CONDITIONS (rev. 07/14/2022)

1. OWNERSHIP AND LICENSE IN DELIVERABLES

1.1 Contractor Intellectual Property. Contractor shall retain all right, title and interest in and to any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements and any other intellectual property, tangible or intangible, that has been created by Contractor prior to entering into this Contract (“Contractor Intellectual Property”). Should the State require a license for the use of Contractor Intellectual Property in connection with the development or use of the items that Contractor is required to deliver to the State under this Contract, including Work Product (“Deliverables”), the Contractor shall grant the State a royalty-free license for such development and use. For the avoidance of doubt, Work Product shall not be deemed to include Contractor Intellectual Property, provided the State shall be granted an irrevocable, perpetual, non-exclusive royalty-free license to use any such Contractor Intellectual Property that is incorporated into Work Product.

For the sake of clarity, the parties understand and agree that the services provided in this Contract are not a “work made for hire” and as between them Contractor retains all proprietary rights in its technology whenever developed or created.

1.2 State Intellectual Property. The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, “State Intellectual Property”).

Contractor may not use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

2. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

2.1 For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract);

(b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

2.2 Confidentiality of Contractor Information. The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

2.3 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq (“State Data”). Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State.

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State’s information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor’s possession to only those employees on its staff who must have the information on a “need to know” basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State’s written request.

Contractor may not share State Data with its parent company or other affiliate without State’s express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third-party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

3. SECURITY OF STATE INFORMATION.

3.1 Security Standards. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication 200* and designed to (i) ensure the security and confidentiality of State Data; (ii)

protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

3.2 Security Breach Notice and Reporting. The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a “Security Breach”), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation (“DFR”), within fourteen (14) business days of the Contractor’s discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor’s subcontractors, affiliates or agents which may be “data collectors” hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside

investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any costs, loss or damage to the State resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

4.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate

unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

5. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$2,000,000.00 aggregate. To the extent Contractor has access to, processes, handles, collects, transmits, stores or otherwise deals with State Data, Contractor shall maintain first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

- 6. REMEDIES FOR DEFAULT.** In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

7. TERMINATION

7.1 Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Data, State Intellectual Property or other State information and materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting any and all State data, in a format usable without the use of the Services and as agreed to by State, at no additional cost. Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

7.2 Return of Property. Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to State all State Intellectual Property and State Data (including without limitation any Deliverables for which State has made payment in whole or in part), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

- 8. DESTRUCTION OF STATE DATA.** At any time during the term of this Contract within thirty days of (i) the State's written request or (ii) termination or expiration of this Contract for any reason, Contractor shall securely dispose of all copies, whether in written, electronic or other form or media, of State Data according to National Institute of Standards and Technology (NIST) approved methods, and certify in writing to the State that such State Data has been disposed of securely. Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location according to National Institute of Standards and Technology (NIST) approved methods and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.
- 9.** This contract includes provision of broadband Internet access service to the State. Provider hereby certifies that, as required in 3 V.S.A. § 349, except and to the extent it has been granted a waiver from the Secretary of Administration, it is in compliance with the consumer protection and net neutrality standards established in 3 V.S.A. § 348 in providing broadband Internet access service in the State of Vermont.
- 10. SOV Cybersecurity Standard Update 2022-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard 22-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

OfficeSuite UC® and SD-WAN Service Level Agreement

This Service Level Agreement (“SLA”) only applies to Windstream’s OfficeSuite UC® & SD-WAN products, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions posted at <https://www.windstreamenterprise.com/service-terms-and-conditions> to which Customer is subject, whichever is applicable. WIN reserves the right to modify the terms and conditions and/or any documents incorporated by reference from time to time. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

SLA Objectives table – Based on monthly availability

Continental United States locations (Not including Alaska)

Product Criteria	SLA	Service Credit			
Diverse Active/Active location with High Availability SD-WAN and OfficeSuite UC	100% Service Availability	15%			
Diverse Active/Active Location With OfficeSuite UC & SD-WAN	Service Availability	Availability SLA	From	To	MRR Credit
		99.999 – 100%	> 0 sec	26 sec	1.5%
		99.99% - 99.999%	> 26 sec	4 min	5%
		99.00% - 99.99%	> 4 min	7 hr	10%
		< 99%	> 7 hr		15%
Active/Standby Location With OfficeSuite UC & SD-WAN	Service Availability	Availability SLA	From	To	MRR Credit
		99.999 – 100%	> 0 sec	26 sec	0%
		99.99% - 99.999%	> 26 sec	4 min	4%
		99.00% - 99.99%	> 4 min	7 hr	7%
		< 99%	> 7 hr		12%
Active Only Single Circuit Location With OfficeSuite UC & SD-WAN	Service Availability	< 99%	> 7 hr		1.5%

1. Description of Services Covered

The eligible services covered under this SLA include Windstream’s Software Defined WAN product, (commonly referred to as “SD-WAN”), and OfficeSuite UC®, Windstream’s proprietary UCaaS solution.

The Service includes the following:

- SD-WAN services defined as the ability to pass data packets bi-directionally with capability to[®] steer application traffic in real time based on business policy rules provided by, or set forth by the Customer
- OfficeSuite UC® voice services provided via applications or over IP Phones

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Qualifications:

- Customer must have **BOTH** SD-WAN and OfficeSuite UC® at the service location(s).
- If SD-WAN has a complete outage at a location that affects OfficeSuite UC®, then the SLA credits apply for both SD-WAN **and** OfficeSuite UC®.
- Diverse circuits are required. May be from same provider, but different access/circuit types.
- Requires two network connections but only 1 must be provided by Windstream

2.2 Service Outages

A Service Outage is defined as the complete unavailability of the affected Service, without any packet flow in either direction during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service
- Failure of power, equipment, services or systems not provided by Windstream
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network)
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service
- Maintenance activities (including planned and emergency) as set forth in Section 4 of this SLA and time to engage backup/standby access facilities
- Implementation of a Customer order that requires a Service interruption
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control
- Failure of equipment or systems responsible for network measurements
- Any Service Outage for sites connected by only one active access loop
- Customer does not have access connected to SD-WAN configured in a diverse active/active or active/standby state
- In the event Windstream is unable to identify impact to Customer based on events

- linked to third party providers; and
- Windstream provided CPE outages unless Customer has purchased high availability at the affected site

2.2. Calculation Method:

- For the purpose of this SLA the credit amount is based on cumulative outage time during a calendar month and applied based on percent of applicable MRC's referenced in the SLA objectives table. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3. Credits

When Customer's Service fails to meet the applicable commitments for affected services outlined in this SLA at qualified site(s) after reported by Customer and being identified by Windstream, Customer will receive a credit adjustment to their account within two billing cycles following request for credit based on the eligible event. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages.

3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

4.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

4.2 Emergency Network Maintenance:

The term "Emergency Network Maintenance" refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer's Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a

Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

5. Limitation of Liability

Windstream's total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions posted at <https://www.windstreamenterprise.com/service-terms-and-conditions> to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUE.

This Service Level Agreement (“SLA”) only applies to Windstream’s OfficeSuite UC® product, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions posted at www.windstreamenterprise.com/service-terms-and-conditions to which Customer is subject, whichever is applicable. WIN reserves the right to modify the terms and conditions and/or any documents incorporated by reference from time to time. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

SLA Objectives table – Based on monthly availability

Continental United States locations (Not including Alaska), Canada; [plus the listed countries in Europe and Asia/Pacific](#).

Product Criteria	SLA	Service Credit			
OfficeSuite UC®	Service Availability	Availability SLA	From	To	MRR Credit
		99.999 – 100%	> 0 sec	26 sec	0%
		99.99% - 99.999%	> 26 sec	4 min	3%
		99.00% - 99.99%	> 4 min	7 hr	5%
		< 99%	> 7 hr		10%

1. Description of Services Covered

The eligible services covered under this SLA include Windstream’s OfficeSuite UC®, Windstream’s proprietary UCaaS solution.

The Service includes the following:

- OfficeSuite UC® voice services provided via applications or over IP Phones

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Qualifications:

- Customer must have OfficeSuite UC® at the service location(s).

2.2 Service Outages

A Service Outage is defined as the complete unavailability of the affected Service, without any packet flow in either direction during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service
- Failure of power, equipment, services or systems not provided by Windstream
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network)
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service
- Maintenance activities (including planned and emergency) as set forth in Section 4 of this SLA and time to engage backup/standby access facilities
- Implementation of a Customer order that requires a Service interruption
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control
- Failure of equipment or systems responsible for network measurements
- In the event Windstream is unable to identify impact to Customer based on events linked to third party providers; and

2.2. Calculation Method:

- For the purpose of this SLA the credit amount is based on cumulative outage time during a calendar month and applied based on percent of applicable MRC's referenced in the SLA objectives table. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3. Credits

When Customer's Service fails to meet the applicable commitments for affected services outlined in this SLA at qualified site(s) after reported by Customer and being identified by Windstream, Customer will receive a credit adjustment to their account within two billing cycles following request for credit based on the eligible event. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages.

3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

4.1 Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

4.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

5. Limitation of Liability

Windstream’s total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions posted at www.windstreamenterprise.com/service-terms-and-conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUE.

This Service Level Agreement (“SLA”) only applies to Windstream Enterprise’s LAN Services suite of products which contain Switches, Wifi and Security Cameras, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

1. Description of the Service

The Service covered under this SLA is Windstream Enterprise’s LAN Services suite consisting of LAN based switches, WiFi, and Security Camera products, which is a managed solution providing LAN based services on the customer LAN. The Services include the following:

- * Hardware provided by Windstream and located at the customer premises (referred to herein as “CPE”);
- * Software provided by Windstream and 3rd party partners that controls LAN configuration based on business policy rules provided by, or set forth by the Customer;
- * Viewing access to a centralized management console;
- * Up/down monitoring of CPE and circuits, reporting, customer email alerting (on Windstream circuits only) and 24x7 email, and telephone support;
- * Analytics that show the performance and utilization statistics for CPE and applications at the Customers’ premise, plus analytics and demographics for Wifi and Security Camera services.

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Outage:

A Service Outage is defined as the complete unavailability of the Service during any unscheduled period of time, except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- * Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;

- * Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- * Failure of power, equipment, services or systems not provided by Windstream;
- * Customer owned or leased equipment or facilities (e.g., Customer's router or other local area network devices);
- * Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- * Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- * Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- * Implementation of a Customer order that requires a Service interruption;
- * Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- * Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- * Failure of equipment or systems responsible for network measurements.

2.2. Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

2.3. Service Availability:

"Service Availability" is defined as the percentage of time in one Calendar Month during which the service is available. Service Availability measurements do not include outages due to CPE failure, nor the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

Windstream will take all measures to ensure service is returned to working state for LAN Services, but no SLA credit will be given for LAN Services.

2.4 CPE Replacement

During the contract term, Windstream will replace failed CPE 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

3. Response Time

Windstream monitors CPE and creates automated trouble tickets when issues are found with LAN Services. Due to a large volume of false-positives, tickets are created 15 minutes after the issue is found and subsequently confirmed.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

4.1 Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone or outside these time frames upon reasonable advance notice.

4.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

5. Limitation of Liability

Windstream’s total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUES.

This Service Level Agreement (“SLA”) only applies to the Windstream data services mentioned herein (each, a “Service” and collectively, the “Services”) and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, third-party provided local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third-party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of a Service. In no event shall any obligation for a service credit arise under this SLA until such time as a Service is fully installed and operational.

This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

1 Windstream Data Services

The Services covered under this SLA are Windstream Enterprise (i) Internet Service, (ii) MPLS Networking Services (includes IP Virtual Private Network (“IP VPN”), Switched Ethernet, Dynamic IP (“DYIP”), and Virtual PBX) and (iii) Wavelength Services, and Kinetic Business (iv) Always On. Services may be referenced individually in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying Internet Service, MPLS Networking Services, Wavelength Services and Always On services, but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third-party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to Service credits, this SLA shall govern.

1.1 MPLS Networking Services

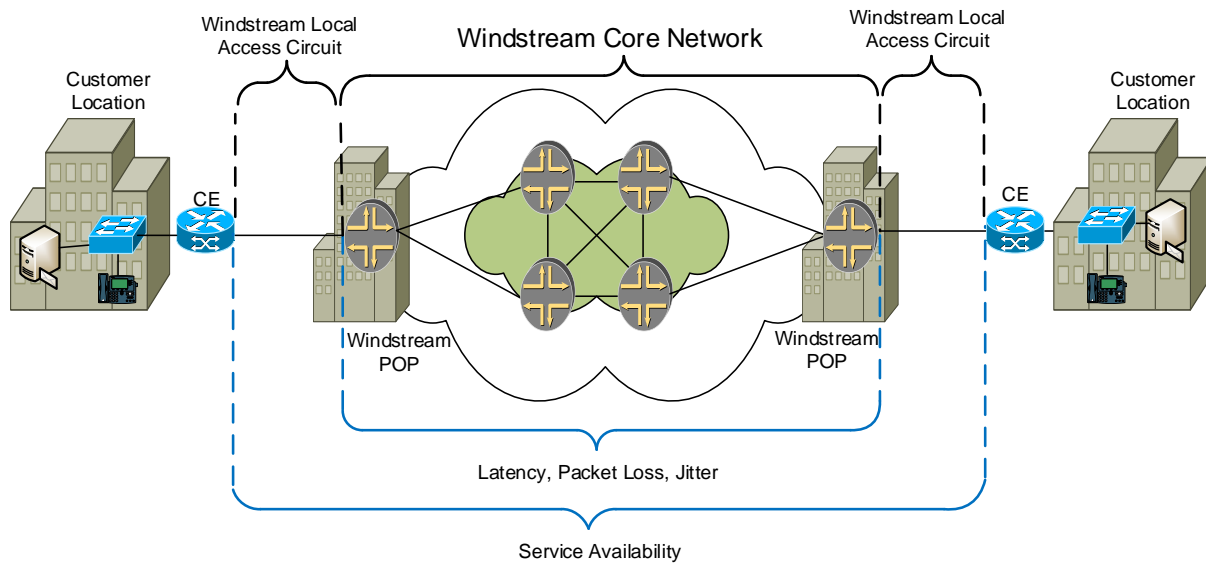
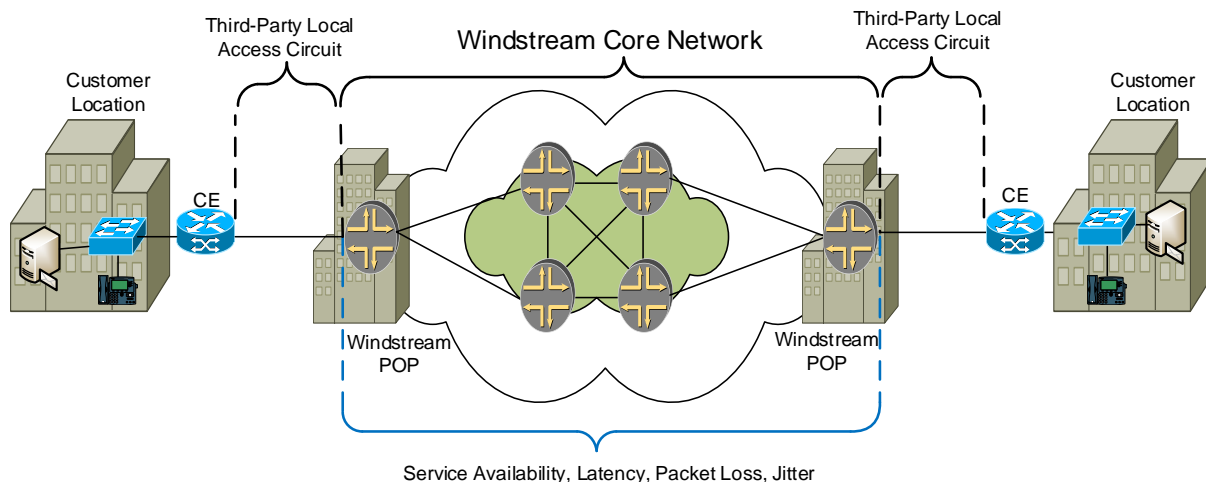
The performance of Windstream’s network for purposes of measuring MPLS Networking Services deliverables under this SLA is measured through Service Availability and IP transmission latency, packet loss, and jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.”

Service Availability is measured as follows:

- For Windstream-contracted local access circuit (referenced in Figure 1): Between, but not including, the two (2) Customer Edge devices (“CE”) at the Customer locations and including across Windstream’s core network (between the two (2) Windstream Points of Presence (POPs)).
- For third-party local access circuit (referenced in Figure 2): Across Windstream’s core network (between the two (2) Windstream POPs).

Latency, packet loss, and jitter are measured across Windstream’s network, between the two (2) Windstream POPs (Referenced in both Figures 1 and 2 below).

Windstream’s network management system is the sole and conclusive measurement system for purposes of the SLA regarding Network Performance Metrics.

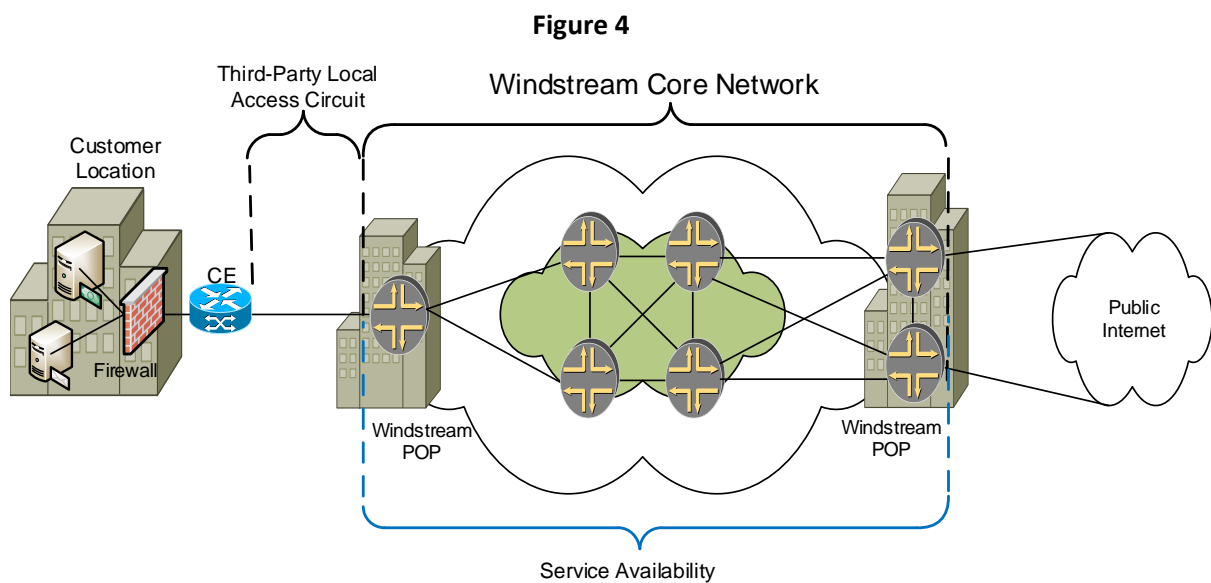
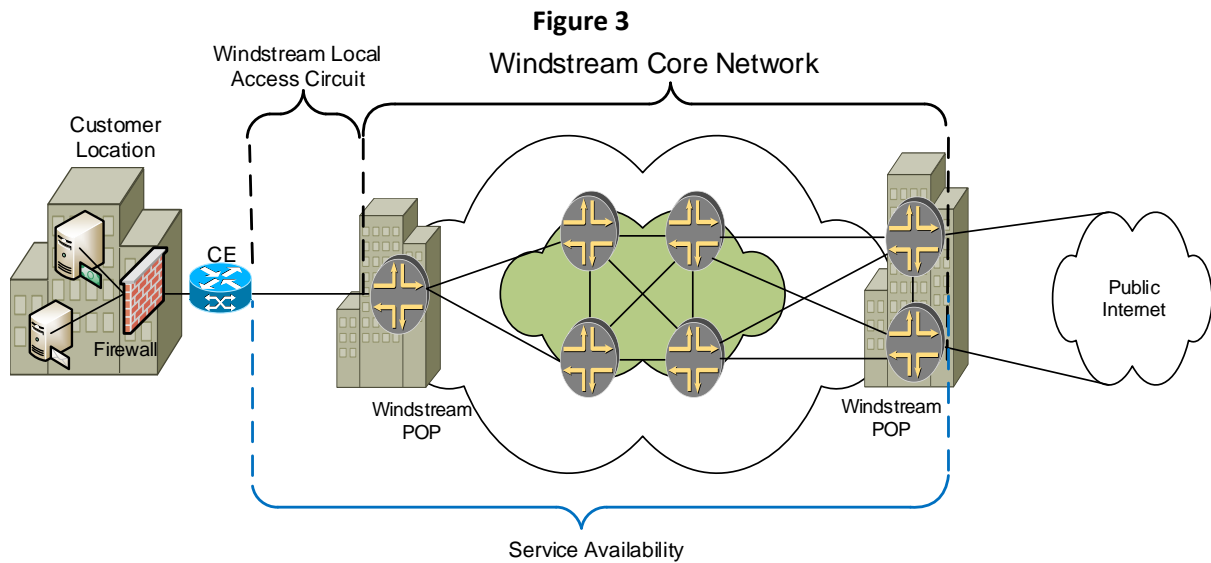
Figure 1**Figure 2**

1.2 Internet Service, Always On and Wavelength Services

The performance of Windstream's network for purposes of measuring Internet Service, Always On and Wavelength Services deliverables under this SLA is measured through Service Availability, which is measured as follows:

- For Windstream-contracted local access circuit (referenced in Figure 3): Across Windstream's core network (between the two (2) Windstream POPs) and up to the CE at the Customer location, but not including the CE.
- For third-party local access circuit (referenced in Figure 4): Across Windstream's core network (between the two (2) Windstream POPs).

Windstream's network management system is the sole and conclusive measurement system for purposes of this SLA regarding Service Availability.



2 Definitions

2.1 Service Outage:

A Service Outage is defined as the complete unavailability of a Service during any unscheduled period of time. Any Service Outage resulting for any of the below reasons are collectively referred to as “Exclusions”. Exclusions are not considered Service Outages for purposes of this SLA and Windstream is not responsible for failure to meet performance objectives arising from such Exclusions:

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failure to act or delay by Customer or others authorized by or acting on behalf of Customer to use the Service;

- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where local access circuit lines associated with the Service are terminated;
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use Service;
- Cable cuts or equipment damage caused by a third party;
- Maintenance activities (including scheduled and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Service interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.2 Windstream Point of Presence (POP):

Physical location of Windstream router at the edge of Windstream's core network that faces the Customer Edge and delivers private data and/or Internet Services to Customer's network.

2.3 Customer Edge (CE):

CE refers to Customer's router at Customer's premises that is connected to the Windstream core network via Windstream-contracted local access circuit or third-party local access circuit.

2.4 Quality of Service (QoS):

QoS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, latency, jitter, packet loss probability and/or bit error rate may be offered by Windstream to Customer. To determine what QoS level applies to a Service, Customer either must select from the following QoS classes of service or subscribe to a Service that is defaulted into one or more QoS classes. The Windstream QoS classes are identified as:

Current QoS Service Level Name	Former QoS Service Level Name	Description
Expedited Forwarding	Real Time	This class of service delivers premium QoS to a customer's location and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Expedited Forwarding QoS. The traffic in this queue can NOT exceed the percentage assigned to this queue (even if bandwidth is available from other queues).

Assured Forwarding 4	N/A	This class of service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.
Assured Forwarding 3	Mission Critical Data	This class of service provides the next highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations such as credit card transactions, and ERP applications like SAP and PeopleSoft. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.
Assured Forwarding 2	N/A	This class of service is typically applied to transactional and low latency data such as email. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.
Assured Forwarding 1	Business Critical Data	This class of service is typically assigned to Bulk Data / High Throughput Data. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues. Traffic exceeding the assigned percentage is given the class's expected treatment if bandwidth is available from other queues.
Best Effort	Standard Data (Internet)	This class of service enables customers to share latency and jitter tolerant data and Internet applications across all locations. Internet traffic is defaulted into Best Effort QoS. The traffic in this queue can exceed the percentage assigned to this queue if bandwidth is available from other queues.

2.5 Calendar Month:

For the purpose of this SLA a calendar month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes.

3 Service Levels

Service credits detailed below will not be combined for a given performance impacting event. For example, in the event of an outage, credit will not be awarded for service availability, latency, packet loss and jitter. In the event of impact to multiple performance parameters, Windstream reserves the sole discretion to decide for which performance parameter to reward credit.

3.1 Service Availability

For purposes of measuring Windstream's performance under this SLA, the term "Service Availability" is defined as the percentage of time in one Calendar Month during which Windstream delivers Customer traffic across the Windstream network and between the points defined in Section 1.1 and Section 1.2. As shown in Section 1.1 and Section 1.2, the measurement for Service Availability does not apply to local access circuit, where a third-party local access circuit is used. Service Availability shall be calculated based on an aggregate monthly measurement average between the specified points. Service Availability measurements do not include the previously specified Exclusions (*e.g.*, scheduled maintenance windows or planned outages).

The following outlines the Service Availability objectives for the Services in any given Calendar Month:

Service	Service Availability Objective
Internet Service, MPLS Networking and unprotected Wavelength Services	99.99% (≤ 4.38 minutes of service unavailability per month)
Always On and protected or diverse pairs Wavelength Services	99.999% ($\leq .438$ minutes of network unavailability per month)

Service credit for time when the Service Availability objective is not attained:

Service Unavailability Duration	Credit (Provided as a fraction of the MRC for the affected Service)
>.438 minutes and ≤ 1 hour for Always On and protected or diverse pairs Wavelength Services	1/30 th of the monthly recurring charge (MRC)
>4.38 minutes and ≤ 1 hour for Internet Service, MPLS Networking Services and unprotected Wavelength Services	1/30 th of the MRC
>1 hour and ≤ 2 hours	2/30 th of the MRC
>2 hours and ≤ 3 hours	3/30 th of the MRC
>3 hours and ≤ 4 hours	4/30 th of the MRC

>4 hours and ≤ 5 hours	5/30 th of the MRC
>5 hours and ≤ 6 hours	6/30 th of the MRC
>6 hours and ≤ 7 hours	7/30 th of the MRC
>7hours and ≤ 8 hours	8/30 th of the MRC
>8 hours and ≤ 9 hours	9/30 th of the MRC
>9 hours and ≤ 10 hours	10/30 th of the MRC
>10 hours and ≤ 11 hours	11/30 th of the MRC
>11 hours and ≤ 12 hours	12/30 th of the MRC
>12 hours and ≤ 13 hours	13/30 th of the MRC
>13 hours and ≤ 14 hours	14/30 th of the MRC
> 14 hours	15/30 th of the MRC

3.2 Latency

For purposes of measuring Windstream's MPLS Networking Services performance under this SLA, latency is defined as the round trip delay (in milliseconds) of packets transported across the Windstream core network, between the points specified in Section 1.1. Latency shall be calculated based on an aggregate monthly measurement average between the previously specified points. The following outlines the latency targets and Service credits, depending on the class selected by Customer, in any given Calendar Month.

Current QoS Service Level Name	Former QoS Service Level Name	Latency Target	Credit (Provided as a fraction of the MRC for the affected service)
Expedited Forwarding	Real Time	≤ 40ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Expedited Forwarding QoS in a Calendar Month
Assured Forwarding 4		≤ 40ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 4 QoS in a Calendar Month
Assured Forwarding 3	Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 3 QoS during any Calendar Month
Assured Forwarding 2		≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 2 QoS in a Calendar Month

Assured Forwarding 1	Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 1 QoS during any Calendar Month.
Best Effort	Standard Data (Internet)	N/A	N/A

3.3 Packet Loss

For purposes of measuring Windstream's MPLS Networking Services performance under this SLA, packet loss is defined as the percentage of packets in a Calendar Month that are dropped across the Windstream core network, between the points specified in Section 1.1. Packet loss shall be calculated based on an aggregate monthly measurement average between the previously specified points. The following outlines the packet loss targets and Service credits, depending on the class selected by Customer, in any given Calendar Month.

Current QoS Service Level Name	Former QoS Service Level Name	Target Packet Loss	Credit (Provided as a fraction of the MRC for the affected service)
Expedited Forwarding	Real Time	$\leq .10\%$	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Expedited Forwarding QoS in a Calendar Month
Assured Forwarding 4		$\leq .10\%$	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 4 QoS in a Calendar Month
Assured Forwarding 3	Mission Critical Data	$\leq .30\%$	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 3 QoS during any Calendar Month
Assured Forwarding 2		$\leq .30\%$	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 2 QoS in a Calendar Month
Assured Forwarding 1	Business Critical Data	$\leq .50\%$	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 1 QoS during any Calendar Month.
Best Effort	Standard Data (Internet)	N/A	N/A

3.4 Jitter

For purposes of measuring Windstream's MPLS Networking Services performance under this SLA, jitter is defined as the variation in the delay (in milliseconds) of received packets transmitted across the Windstream core network, between the points specified in Section 1.1. Jitter shall be calculated based on an aggregate monthly measurement average between the previously specified points. Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QoS class. The following outlines the jitter targets and Service credits in any given Calendar Month:

Current QoS Service Level Name	Former QoS Service Level Name	Target Jitter	Credit (Provided as a fraction of the MRC for the affected service)
Expedited Forwarding	Real Time	≤ 2.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Expedited Forwarding QoS in a Calendar Month
Assured Forwarding 4		≤ 3.0 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 4 QoS in a Calendar Month
Assured Forwarding 3	Mission Critical Data	≤ 3.0 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 3 QoS during any Calendar Month
Assured Forwarding 2		≤ 3.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 2 QoS in a Calendar Month
Assured Forwarding 1	Business Critical Data	≤ 3.5 ms	1/30 MRC for each day (any 24-hour period) Windstream fails to meet the latency SLA for Assured Forwarding 1 QoS during any Calendar Month.
Best Effort	Standard Data (Internet)	N/A	N/A

4 Credits

When Customer's Service has failed to meet the applicable commitment outlined in this SLA, after being reported by Customer, Customer may receive a credit adjustment to its account. To request a credit under this SLA, Customer shall email its Windstream sales representative with a description of the requested credit along with the Windstream trouble ticket number provided by the service center within thirty (30) calendar days of the asserted failure. The Windstream sales representative shall notify Customer when the requested credit has been approved or declined.

4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for a Service.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term "Scheduled Network Maintenance" refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer's Service. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not be deemed as Windstream's failure to meet applicable service level commitments and shall not give rise to credits under this SLA. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

5.2 Emergency Network Maintenance

The term "Emergency Network Maintenance" refers to efforts to correct network conditions requiring immediate action that are likely to lead to a material Service Outage or inability to meet latency, packet loss or jitter targets. Emergency Network Maintenance may temporarily degrade the quality of Customer's Services, including the possibility of causing short-duration outages. Such effects related to emergency network maintenance shall not be deemed as Windstream's failure to meet applicable service level commitments and shall not give rise to credits under this SLA. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network Service.

6 LIMITATION OF LIABILITY

Windstream's total liability to Customer under this SLA is limited to the MRCs for the affected Service for the applicable Calendar Month in which Windstream's failure to meet the applicable service level commitment occur. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE APPLICABLE COMMITMENTS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Windstream SASE with Cato Networks

Service Level Agreement

This Service Level Agreement (“SLA”) only applies to Windstream’s SASE with Cato Networks product, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

1. Description of the Service

The Service covered under this SLA is Windstream’s Secure Access Service Edge with Cato Networks (commonly referred to as “SASE with Cato Networks”), which is a managed solution that provides a secure overlay network to interconnect customer locations and the cloud with security elements. The Service includes the following:

- Hardware provided by Windstream and located at the customer premises (referred to herein as “Socket”);
- Cloud software by Cato Networks that steers application traffic real time based on business policy rules provided by, or set forth by the Customer;
- Viewing and/or administrative access to a centralized management console; and
- Up/down monitoring of Socket and circuits, reporting, customer email alerting (on Windstream circuits only) and 24x7 email, and telephone support.
- Inherent dynamic WAN utilization, allows the Service to select the best available WAN connection based on the characteristics of the traffic flows & application profiles that have been defined by Windstream and the customer.
 - Real-time traffic routing over multiple WAN connections based on application traffic characteristics, Customer specifications, Service Configuration.
- Provides analytics that show the performance and utilization statistics for circuits and applications at the Customers’ premise.
- A Secure Web Gateway (SWG) that protects users against phishing, malware and other Internet-borne threats. Unlike traditional firewalls, Secure Web Gateways are focused on layer 7 web traffic inspection, both inbound and outbound.
- A Next Generation Firewall as a Service (FWaaS) that truly eliminates the appliance form factor, making network security (URL Filtering, IPS, AM, NG-AM, Analytics, MDR) available everywhere. In essence, the entire organization is connected to a single, logical global firewall with a unified application-aware security policy
- Optional Add-Ons:
 - Cloud Access Security Broker (CASB) enables enterprises a comprehensive view of their SaaS usage via a Shadow IT dashboard, which provides high-level statistics as well as application specific data. Application risk assessment is evaluated using Cato’s unique Application Credibility Engine (ACE) which collects information regarding the application’s purpose, publisher, security, and compliance. It then calculates a risk score which can be used to determine the most suitable access policy. CASB supports highly

granular access policies, enforced inline in real-time. This level of granularity will warrant an out-of-path API approach in many competing solutions.

- Software Defined Perimeter (SDP) sometime also referred to as Zero Trust Network Access (ZTNA) provides an integrated client-based and clientless remote access solutions as part of the Cato Cloud. Users benefit from optimized and secure access to all applications on-premises and in the cloud while at home or on the road. Cato enforces strong authentication and granular access control as well as deep packet inspection of all traffic against threats. The global, cloud-scale platform seamlessly supports any number of users and applications globally
- NGAM (Next-Generation Anti-Malware) or NGAV (Next-Generation Anti-Virus). Cato uses SentinelOne's Nexus SDK to identify threats without signatures and stop zero-day malware from ever reaching endpoints.
- IPS (Intrusion Prevention System) is a technology for securing networks by scanning and blocking malicious network traffic. By identifying suspicious activities and dropping packets, an IPS can help reduce the attack surface of an enterprise network. Security attacks like DoS (Denial of Service), brute force attacks, viruses, worms and attacking temporary exploits can all be prevented with an IPS.

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Outage:

A Service Outage is defined as the complete unavailability of the Service during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, "Exclusions"):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- Failure of power, equipment, services, or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;

Windstream SASE with Cato Networks

Service Level Agreement

- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires a Service interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements; and
- Any Service Outage for sites connected by only one active access loop; and
- Election by the Customer to order only a single cellular wireless access loop at a Service location, be it temporary.

2.2. Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

2.3. Diverse Connect Covered Location:

A Customer location with Diverse Connect solution and the following conditions are met: (i) Customer orders diverse access from Windstream with diverse building entry; in the event Customer waives diverse building entry, any outage caused by failure of the building entry facilities will not be covered by this SLA; (ii) Customer orders a high availability (HA) SASE with Cato Networks configuration on premise; and (iii) Customer must have a Continuous Power Source, such as a UPS or backup generator, capable of supplying power to the sockets for a minimum of two (2) hours and must keep both sockets in an active state (i.e. powered-up) at all times.

2.4. Service Availability:

"Service Availability" is defined as the percentage of time in one Calendar Month during which the service is available. Service Availability measurements do not include outages due to Socket failure (unless customer has purchased High Availability), nor the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

Windstream SASE with Cato Networks

Service Level Agreement

Continental United States locations (Not including Alaska)

Product Criteria	SLA	Service Credit
Diverse Connect Covered Location with HA SD-WAN	100% (≤ 1 second of service unavailability per month)	15% of the Monthly Recurring Charge
SD-WAN	99.999% (≤ 26 seconds of service unavailability per month)	No SLA credit
	99.99% < Actual Availability < 99.999%	3% of the Monthly Recurring Charge
	99.00% < Actual Availability < 99.99%	5% of the Monthly Recurring Charge
	Actual Availability < 99.00%	10% of the Monthly Recurring Charge

2.5 Socket Replacement for Locations within Continental United States (Not Including Alaska)

During the contract term, Windstream will replace failed Socket 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

Customers that have Cold Spare optional equipment can contact Support for help activating Cold Spare device or request Tech to be dispatched to site by next Business Day.

3. Credits

When Customer's Service fails to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to their account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the service, maintenance is intended to have minimal impact on the Service. .

4.1 Scheduled Maintenance

The term “Scheduled Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, network capacity, including without limitation operating system patches, antivirus and malware prevention updates, policy revisions, firewall updates, implementation of new features, bug fixes, and the like. Scheduled Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. shall mean structured as-needed maintenance intended to prevent problems and update the network services, including without limitation operating system patches, antivirus and malware prevention updates, policy revisions, firewall updates, implementation of new features, bug fixes, and the like. Routine Maintenance is intended to have minimal impact on the Service

4.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Maintenance may temporarily degrade the quality of Customer’s Service, including the possibility of causing short-duration outages. Such effects related to Emergency Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Maintenance at any time deemed necessary to preserve the services.

5. Support

All customer support, both written and verbal, will be in English unless otherwise agreed to by Windstream. If translation services are required, additional charges may apply as follows:

\$1.75 per minute for all languages, billed in 15-minute increments

\$10.00 flat fee for interpreter to call Customer directly

Charges will be added to Customer's billing account for the next available billing cycle.

6. Limitation of Liability

Windstream's total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM'S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, SOFTWARE, SECURITY, EQUIPMENT OR SERVICE ISSUES.

This Service Level Agreement (“SLA”) only applies to Windstream’s SD-WAN product, as defined herein (the “Service”). This SLA is effective as of the first day of the first whole calendar month after the initial installation of the Service and shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Service Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

1. Description of the Service

The Service covered under this SLA is Windstream’s Software Defined WAN product (commonly referred to as “SD-WAN”), which is a managed solution that provides a secure overlay network to interconnect customer locations and the cloud. The Service includes the following:

- Hardware provided by Windstream and located at the customer premises (referred to herein as “CPE”);
- Software provided by Windstream that steers application traffic real time based on business policy rules provided by, or set forth by the Customer;
- Viewing access to a centralized management console; and
- Up/down monitoring of CPE and circuits, reporting, customer email alerting (on Windstream circuits only) and 24x7 email, and telephone support.
- Inherent dynamic WAN utilization, allows the Service to select the best available WAN connection based on the characteristics of the traffic flows & application profiles that have been defined by Windstream and the customer.
 - Real-time traffic routing over multiple WAN connections based on application traffic characteristics, Customer specifications, Service Configuration.
- Provides analytics that show the performance and utilization statistics for circuits and applications at the Customers’ premise.

The Service shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

2. Definitions

2.1 Service Outage:

A Service Outage is defined as the complete unavailability of the Service during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;

- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Service;
- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (e.g., Customer's PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Service for testing and/or repair during which time Customer continues to use the Service;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires a Service interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream's reasonable control; and
- Failure of equipment or systems responsible for network measurements; and
- Any Service Outage for sites connected by only one active access loop; and
- Election by the Customer to order only a single cellular wireless access loop at a Service location, be it temporary.

2.2. Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

2.3. Diverse Connect Covered Location:

A Customer location with Diverse Connect solution and the following conditions are met: (i) Customer orders diverse access from Windstream with diverse building entry; in the event Customer waives diverse building entry, any outage caused by failure of the building entry facilities will not be covered by this SLA; (ii) Customer orders a high availability (HA) SD-WAN configuration on premise; and (iii) Customer must have a Continuous Power Source, such as a UPS or backup generator, capable of supplying power to the managed routers for a minimum of two (2) hours and must keep both managed routers in an active state (i.e. powered-up) at all times.

2.4. Service Availability:

“Service Availability” is defined as the percentage of time in one Calendar Month during which the service is available. Service Availability measurements do not include outages due to CPE failure (unless customer has purchased High Availability), nor the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

Continental United States locations (Not including Alaska)

Product Criteria	SLA	Service Credit
Diverse Connect Covered Location with HA SD-WAN	100% (≤ 1 second of service unavailability per month)	15% of the Monthly Recurring Charge
SD-WAN	99.999% (≤ 26 seconds of service unavailability per month)	No SLA credit
	99.99% < Actual Availability < 99.999%	3% of the Monthly Recurring Charge
	99.00% < Actual Availability < 99.99%	5% of the Monthly Recurring Charge
	Actual Availability < 99.00%	10% of the Monthly Recurring Charge

All other locations outside of Continental United States (Includes Alaska)

Product Criteria	SLA	Service Credit
SD-WAN	99.999% (≤ 26 seconds of service unavailability per month)	No SLA credit
	99.99% < Actual Availability < 99.999%	3% of the Monthly Recurring Charge
	99.00% < Actual Availability < 99.99%	5% of the Monthly Recurring Charge
	Actual Availability < 99.00%	10% of the Monthly Recurring Charge

2.5 CPE Replacement for Locations within Continental United States (Not Including Alaska)

During the contract term, Windstream will replace failed CPE 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped Next Business Day at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

Customers that have Cold Spare optional equipment can contact Support for help activating Cold Spare device or request Tech to be dispatched to site by next Business Day.

2.6 CPE Replacement for All Locations outside of Continental United States (Including Alaska)

During the contract term, Windstream will replace failed CPE 8 hours a day, 5 days a week, Monday through Friday, 8:00 am – 5:00pm local time. Equivalent hardware will be shipped to customer site within 4 business days at no additional charge if failure diagnosis by Windstream happens by 3 pm EST.

Customers that have Cold Spare optional equipment can contact Support for help activating Cold Spare device or request Tech to be dispatched to site by next Business Day.

3. Credits

When Customer's Service fails to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to their account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

3.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

4. Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

4.1 Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken between the hours of 12:00AM and 6:00AM of the local time zone.

4.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Service, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

5. Support

In addition to contacting Windstream Support, customer may also open tickets within the SD-WAN Customer Portal.

All customer support, both written and verbal, will be in English unless otherwise agreed to by Windstream. If translation services are required, additional charges may apply as follows:

\$1.75 per minute for all languages, billed in 15-minute increments

\$10.00 flat fee for interpreter to call Customer directly

Charges will be added to Customer’s billing account for the next available billing cycle.

6. Limitation of Liability

Windstream’s total liability to Customer under this SLA is limited to the MRCs from the Service for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

**THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE
REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE STANDARDS IN THIS
SLA AND ANY OTHER NETWORK, SOFTWARE, EQUIPMENT OR SERVICE ISSUES.**

**UNIFIED COMMUNICATIONS AS A SERVICE
SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“SLA”) applies only to Windstream’s Unified Communications as a Service (“UCaaS”) products, as defined herein (collectively, the “Services”). This SLA shall be deemed an addendum to the Unified Communications as a Service Equipment Rental Terms and Conditions Schedule or such other written contract for UCaaS Services executed by the parties.

This SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. To be eligible for the credits under this SLA (“Service Credits”), Customer must be in good standing with Windstream and current in Customer’s obligations. To the extent of any conflict between the terms of this SLA and such other agreement with respect to Service Credits, this SLA shall govern.

1. Description of Services

The Services covered under this SLA are **Unified Communications as a Service**. They are a standardized set of unified communications subscriptions bundles based on either an Avaya Aura, Avaya IP Office, or Mitel MiVoice Business platform which are hosted in TierPoint Tier 3 Data Centers and delivered through a private cloud environment. These Services combine traditional PBX features with the advanced functionality of IP Telephony, such as Presence Management, Multi-site Integration, Unified Messaging, Collaboration and Mobility. Features and functionality vary depending on the platform and subscription bundles selected. Additionally, the Services may include on-premises handsets and/or gateways which Windstream provides as a rental to the customer.

2. Service Level Agreement (SLA)

Windstream commits to provide a level of service for Customers demonstrating:

2.1. **Application Layer Uptime.** This is defined as availability of the VoIP service platform running in the Windstream data center(s). For Mitel MiVoice Business and Avaya IP Office, Windstream commits to having the Service platform available 99.99% of the time without qualification. For Avaya Aura, Windstream commits to having the Service platform available 99.999% of the time without qualification. When deployed with WINpod, a hybrid cloud configuration of Avaya Aura, Windstream commits to having the Service platform available 100% of the time.

2.1.1. **Commitment Remedy.** If the Services fail to meet the above SLA, the Customer will receive a credit equal to the result of the Service Credit Calculation defined in Section 5.

2.2. **Repair or Replacement of Hardware within 48 Hours.** Windstream commits to ensuring that hardware which is included as part of the Services will be repaired or replaced within forty-eight (48) hours of Customer notification to Windstream of the hardware being non-functional.

2.2.1. **Commitment Remedy.** If Windstream fails to meet the above SLA, the Customer will receive a credit equal to the result of the Service Credit Calculation defined in Section 5.

3. Windstream-Provided Circuits Enabling Services

3.1. In the event the Customer has entered into an agreement with Windstream to provide connectivity enabling these Services, this SLA shall be deemed an addendum to Windstream’s Enterprise Data Products Service Level Agreement.

- 3.2. If Services covered in this SLA are unavailable due to Windstream-provided circuit outages, Windstream will provide a Service Credit for these Services as outlined in Section 5 of this SLA.

4. SLA Exclusions

This SLA and any applicable service levels do not apply to any performance or availability issues:

- 4.1. Due to Maintenance Windows, as defined in Section 6 of this SLA.
- 4.2. Due to reasons of Force Majeure, such as fire, explosion, lightning, power surges or failures, water, flood, or other causes beyond Windstream's control, whether or not similar to the foregoing.
- 4.3. That resulted from Customer's access circuits which are not provided by Windstream (see Note A below).
- 4.4. That resulted from Customer's LAN/WAN or inside wiring which are not provided by Windstream (see Note B below).
- 4.5. That resulted from Customer's or third-party hardware or software.
- 4.6. That resulted from actions or inactions of Customer or third parties.
- 4.7. During beta and trial Service (as determined by Windstream); or
- 4.8. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors or anyone gaining access to Company's Services by means of Customer's authorized users' accounts or equipment.

NOTE A: Service is "Best Effort ONLY" and no credit will be applied, and no SLA is applicable for issues caused by third party provided circuits which Windstream cannot control or circuits that are below the recommended bandwidth.

NOTE B: Service is "Best Effort ONLY" and no credit will be applied, and no SLA is applicable for issues caused by Customer's LAN/WAN or inside wiring which are not provided by Windstream.

5. UCaaS Service Credits

- 5.1. **Service Credit Calculation.** For any and each unavailability period during a monthly billing period, Windstream will provide a Service Credit of one percent (1%) of the then Monthly Recurring Charge ("MRC") for each block of eight (8) hours in which Windstream's UCaaS Services failed to meet the SLAs, up to a maximum discount of ten percent (10%) in a calendar month.
- 5.2. **MRC Definition.** The MRC may refer to the fees associated with Services for Customer's individual users (as in the case of the hardware SLA described in Section 2.2 above), single locations (for multi-site Customers where not all locations are impacted or covered under the SLA), or the Services fees in totality (in the event all users and all locations are impacted).
- 5.3. **Maximum Credit.** The total amount of Service Credits provided for within this SLA (either individually or on a cumulative basis) shall not, under any circumstance, exceed in any single billing period the total MRC for that period for the Services.
- 5.4. **Customer Must Request Service Credit.** To receive any of the Service Credits described above, Customer must notify Windstream within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

- 5.5. To request a credit under this SLA, Customer must email their Windstream ISG Account Executive or Account Manager with a description of the requested credit along with the Windstream trouble ticket(s) opened for the asserted unavailability.
- 5.6. Service Credits for this SLA will only be calculated against MRC associated with this Service.

6. Maintenance Window Scope

Maintenance windows may cover any Services provided by Windstream as follows:

- 6.1. **Planned Maintenance** – Normal maintenance activities that may or may not disrupt Services:
 - 6.1.1. Of which Customer is notified seven (7) days in advance; or
 - 6.1.2. That is performed during a standard maintenance window Wednesdays from 12:01 am – 6:00 am and Sundays from 12:01 am – 8:00 am local time of the Windstream Hosted Solutions Data Center at which the UCaaS or UCaaS Dedicated equipment is located. Notice of Planned Maintenance will be provided to Customer's designated point of contact by a method elected by Windstream (telephone, email, or customer dashboard).
- 6.2. **Planned Emergency Maintenance** – Planned Emergency Maintenance required to prevent a degradation or loss of Services:
 - 6.2.1. Of which Customer is notified twenty-four (24) hours in advance if conditions permit; or
 - 6.2.2. That is performed during a maintenance window any day from 12:01 am – 6:00 am local time of the Windstream Hosted Solutions Data Center location at which the UCaaS or UCaaS Dedicated equipment is located. Notice of Planned Emergency Maintenance will be provided to Customer's designated point of contact by a method elected by Windstream (telephone, email, or customer dashboard).
- 6.3. **Unplanned Emergency Maintenance** – Unplanned Emergency Maintenance required to prevent a degradation or loss of Services:
 - 6.3.1. Windstream will utilize best efforts to notify Customer in advance if conditions permit.

7. General

Windstream will be the only party to determine (in its sole discretion) whether Windstream has not met any of the SLAs specified herein. Windstream reserves the right to change or discontinue any or all the SLAs detailed above at any time without notice to Customer. Customer must at all times cooperate with Windstream in testing, determining and verifying that a qualifying Services unavailability has occurred.

WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with the Service Agreement and any document incorporated by reference, these terms and conditions (collectively, the "Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the Service Agreement ("Effective Date") and will continue for the term set forth in the Service Agreement from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-month terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on the Service Agreement or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/performance maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.
9. **Use of Services; Restricted Calling Services.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no

more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.

a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.

- 10. Termination.** Either party may terminate this Agreement by providing at least forty-five (45) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.

11. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to six (6) months of MRCs and if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).

b. **Post-Installation-** IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM. IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.

- 12. Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED CUSTOMER'S MRCS DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IN THE EVENT OF A SERVICE INTERRUPTION OR OUTAGE, WIN'S LIABILITY IS LIMITED TO ANY CREDITS OFFERED PURSUANT TO AN APPLICABLE WIN SERVICE LEVEL AGREEMENT. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. **CUSTOMER INDEMNITY:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

- 13. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN AN APPLICABLE SERVICE LEVEL AGREEMENT, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS,

UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND WIN'S ABILITY TO PROVIDE, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <https://www.windstreamenterprise.com/legal/> (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <https://www.windstreamenterprise.com/legal/use-policy/> AND THE "PRIVACY POLICY" POSTED AT <https://www.windstreamenterprise.com/legal/privacy-policy/>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE; (VI) APPLICABLE SERVICE LEVEL AGREEMENT(S) AND (VII) ANY PRODUCT-SPECIFIC TERMS AND CONDITIONS SCHEDULES POSTED AT <https://www.windstreamenterprise.com/service-terms-and-conditions>. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any product-specific terms and conditions schedules, click-through agreements for applicable Services, any applicable Service Level Agreement(s), the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy Policies. WIN reserves the right to modify these terms and conditions and/or any of these documents incorporated by reference from time to time.
16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. The parties may also execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's Service Agreement or to WIN, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial:** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.:** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.
17. **Service Specific Terms and Conditions.**
- HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.
- Security Compliance Audits.** Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

Cellular Broadband and Overages. Windstream Cellular Broadband service is not considered a dedicated account and is subject to the terms and conditions of WIN's Acceptable Use Policy. In the event Customer that selects cellular wireless service as a secondary access method, unless otherwise agreed: (i) for pooled capacity, Customer will be charged for usage in excess of such pooled capacity at \$0.05 per MB, or (ii) for non-pooled capacity, Customer will not be charged overage fees, but may have data transmission speeds reduced as defined by the applicable service plan. Overage fees will be billed in arrears and may be charged up to twelve (12) months after the overage occurs.

WINDSTREAM
ENTERPRISE

Purchase Order for services on the State of Vermont Contract

Contract #:

Request for Service

Date:

Acct#

Term:

End user Customer:

Billing Address:

City:

State: Zip:

Contact: Contact #:

Service Address:

City:

State: Zip:

Contact: Contact #:

***if more than one service address is needed, please provide on a spreadsheet with address, city, state and zip code in a separate column**

Services Requested:

Internet, SD Wan concierge with VMWare, 200M license, OfficeSuite UC and Mitel 6920 (10 phones) and Mitel 6930 (1 conf phone).

Contract Pricing:

Please submit excel spreadsheet with description, MRC and NRC for each service requested.

Additional Comments:

The Service(s) identified on this Request for Service are subject to the pricing on the current State of Vermont contract and must be present on the current State Contract in order to deliver. In addition to the MRC and NRC Quoted for this Purchase Order, Customer is responsible for payment of all applicable taxes, fees and surcharges as outlined in the Windstream Terms and Conditions or on the State of Vermont contract.

Customer signature

Title: _____

Telecommunications Director

Date: _____

Authorized Signatory for **Windstream Services, LLC**

Title: _____

Windstream Services, LLC

Date: _____