



**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH,  
WINDSTREAM ENTERPRISE, LLC**

This State of Oklahoma Statewide Contract #1014 - Telecommunications Services & Equipment ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Windstream Enterprise, LLC. ("Supplier") and is effective as of the date of last signature to this Contract. The initial term of the Contract shall be for 1 year with four (4) one-year options to renew.

**Purpose**

The State is awarding this Contract to Supplier for the provision of Telecommunication Products and Services for Oklahoma State Agencies and Interlocal Entities, as more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation and Supplier submitted additional terms. This Contract memorializes the agreement of the parties with respect to the negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
  - 2.1. Solicitation, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide Contract Terms, Attachment C;
  - 2.4. Information Technology Terms, Attachment D;
  - 2.5. Additional Information Technology Terms, Attachment D1;
  - 2.6. Windstream Pricing, Attachment E1;
  - 2.7. Windstream Value Add 1 OfficeSuite with SD-WAN, Attachment E2;
  - 2.8. Windstream Value Add 2 - SD WAN Brochure, Attachment E3;
  - 2.9. Windstream Service Terms and Conditions, Attachment E4;
  - 2.10. Windstream Acceptable Use Policy, Attachment E5;
  - 2.11. Windstream OfficeSuite Terms and Conditions Schedule, Attachment E6;
  - 2.12. Windstream SD-WAN Terms and Conditions Schedule, Attachment E7;

- 2.13. Windstream Unified Communications as a Service and Virtual PBX/HSIA for Hospitality Terms and Conditions Schedule, Attachment E8
  - 2.14. Negotiated Exceptions to Contract, Attachment F; and
  - 2.15. Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents, Attachment F1.
3. The parties additionally agree:
  - 3.1. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
  - 3.2. Unless mutually agreed to in writing by the Chief Information Officer utilizing Attachment F-1, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
  - 3.3. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
  - 3.4. Supplier is required to ensure that any software or information technology resold complies with applicable law and the Compliance and Electronic and Information Technology Accessibility clause in the Contract. This includes providing the State with a Voluntary Product Accessibility Template ("VPAT"). If the software or information technology is not compliant, Supplier holds an affirmative obligation to ensure that the software or information technology becomes compliant or provide notice to the State that the software or information technology cannot be made complaint and why.
  - 3.5. In the event of any conflict in terms, or inconsistencies, contained in Supplier's documents, Attachments E1-E8, and the States terms, Attachments A-D, the State's terms in Attachments A-D are binding only upon the State's acceptance of those additional terms.. The State does not agree to any additional duties, obligations, or liabilities contained in any of Supplier's documents.
  - 3.6. Supplier shall provide or make available monthly usage reports to OMES for all State Customer Acquisitions. Supplier shall make the report available in a format that can be utilized by OMES and Supplier will cooperate in good faith to OMES's requests for additional information. For prices not set in the Contract (i.e., discounts in the pricing attachment subject to Supplier's market prices), Supplier shall also provide OMES and Customer written advance notification of price or rate increases
4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or

substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**WINDSTREAM ENTERPRISE, LLC.**

By:   
Joe McIntosh (May 21, 2024 10:52 CDT)

Name: Joe McIntosh

Title: Chief Information Officer

Date: May 21, 2024

By:   
Stephanie Billey (May 20, 2024 09:46 CDT)

Name: Stephanie Billey

Title: Director SLED Strategy & Development

Date: May 20, 2024

**ATTACHMENT A**  
**SOLICITATION NO. 0900000550**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services (OMES) for Telecommunication Products and Services for Oklahoma State Agencies and Interlocal Entities.

The Supplier(s) shall be required to engineer, design, furnish, install, test, and maintain solutions that will interface with the existing state infrastructure and provide complete telecommunication network and/or services for all State Agencies and other Interlocal entities located in their area of geographic responsibility.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are [4] one-year options to renew the Contract.

**2. Scope of Work**

Certain Contract requirements and terms are set forth below as Exhibit 1.

Certain Contract requirements and terms are set forth below as Exhibit 2.

Certain Contract requirements and terms are set forth below as Exhibit 3.

Certain Contract requirements and terms are set forth below as Exhibit 4.

Certain Contract requirements and terms are set as Exhibit 5 – Pricing.

## Exhibit 1

The State of Oklahoma requires the highest level of customer service before, during and after the provisioning of services. This optimized service for existing and new telecommunications services will be for strategic alliances with the capabilities to meet Oklahoma's ever growing and changing requirements. Supplier(s) will provide at minimum one of the below services within the below listed KEN's Regions.

1. Carrier Services
2. Equipment-Telecommunications Equipment
3. Telecommunication Services, Ongoing Support and Training
4. Leasing Option

## **Exhibit 2 – IRS Publication 1075**

### **Safeguarding Contract Language for General Services**

#### **I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

#### **II. CRIMINAL/CIVIL SANCTIONS**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future

disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(3) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs [7431](#), [7213](#) and [7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. DATA INCIDENT RESPONSE**

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

### **IV. INSPECTION**

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.



### **Exhibit 3 – IRS Publication 1075**

#### **Safeguarding Contract Language for Technology Services**

##### **I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing, accessing, protecting and/or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(Include any additional safeguards that may be appropriate.)

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is

prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs [7431](#), [7213](#) and [7213A](#) in [IRS Publication 1075](#). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 1.8, Reporting Improper Inspections or Disclosures in [IRS Publication 1045](#).) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. DATA INCIDENT RESPONSE**

The contractor will:

- (1) Cooperate with and exchange information with agency officials, as determined necessary by the agency, in order to effectively report and manage a suspected or confirmed breach.
- (2) Properly encrypt FTI in accordance with Publication 1075 and other applicable policies and to comply with any agency-specific policies for protecting FTI.
- (3) Complete regular training on how to identify and report a breach;
- (4) Report a suspected or confirmed breach in any medium or form, including paper, oral and electronic, as soon as possible and without unreasonable delay, consistent with the agency's incident management policy;
- (5) Maintain capabilities to determine what FTI was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access FTI and identify the initial attack vector; Allow for an inspection, investigation, forensic analysis and any other action necessary to ensure compliance with Publication 1075, the agency's breach response plan and to assist with responding to a breach; Identify roles and responsibilities, in accordance with Publication 1075 and the agency's breach response plan; and, explain that a report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor failed to provide adequate safeguards for FTI.

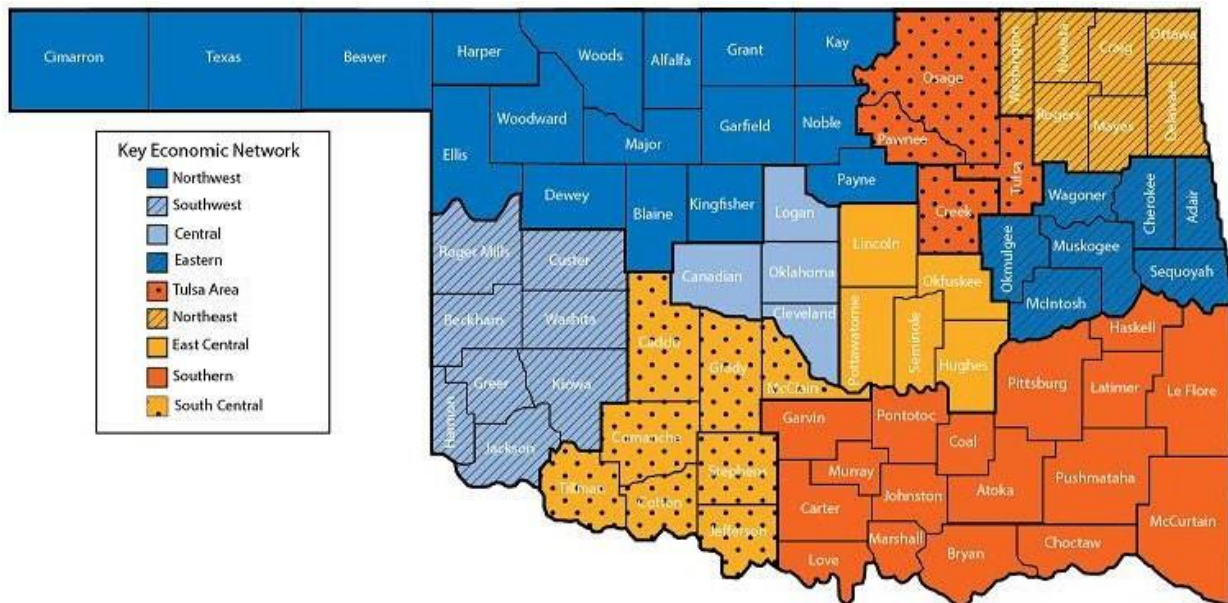
### **IV. INSPECTION**

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The

IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that

access, store, process or transmit FTL. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

### Exhibit 4 - Oklahoma Key Economic Networks (KENs) Regions



## 9 Regions:

## Northwest

## Southwest

## Central

## Eastern

## Tulsa Area

## Northeast

## East Central

## Southern

## South Central

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.



- 4.5 Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory



contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

## **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

## **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally



participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

#### **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

### **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

**17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

**18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

**18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

**18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

**20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

## **26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

## **26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

## **26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

## **26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or



condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## **ATTACHMENT C**

### **OKLAHOMA STATEWIDE CONTRACT TERMS**

#### **1. Statewide Contract Type**

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### **2. Orders and Addendums**

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

#### **3. Termination for Funding Insufficiency**

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

#### **4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

#### **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

#### **6. Contract Management Fee and Usage Report**

**6.1** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

**6.2** While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
  - a.** January 01 through March 31;
  - b.** April 01 through June 30;
  - c.** July 01 through September 30; and
  - d.** October 01 through December 31.
- v.** Reports must include the following information:
  - a.** Procuring entity;
  - b.** Order date;

- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

**6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

## ATTACHMENT D

### STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

#### 1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,



personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **2 Termination of Maintenance and Support Services**

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

## **3 Compliance and Electronic and Information Technology Accessibility**

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

#### **4 Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

#### **5 Offshore Services**

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

#### **6 Compliance with Technology Policies**

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at [https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf).

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

- 6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

## **7 Emerging Technologies**

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

## **8 Extension Right**

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

## **9 Source Code Escrow**

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

## **10 Commercial Off The Shelf Software**

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

## **11 Ownership Rights**

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

## **12 Intellectual Property Ownership**

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

## **13     Hosting Services**

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

**13.2** If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

## **14 Change Management**

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

## **15 Service Level Deficiency**

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

## **16 Notices**

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer  
3115 N. Lincoln Blvd  
Oklahoma City, OK 73105

**With a copy, which shall not constitute notice, to:**

Information Services Deputy Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105



## **Appendix 1 to State of Oklahoma Information Technology Terms**

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

### **A. Customer Data**

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

### **B. Data Security**

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

## **C. Security Assessment**

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

**D. Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
  - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
  - b. Make summary information regarding such procedures available to Customer at Customer's request;
  - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

## **G. Supplier Representations and Warranties**

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

## **H. Indemnity**

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

## **I. Termination, Expiration and Suspension of Service**

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

## Appendix 2 to State of Oklahoma Information Technology Terms

### INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

### CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3<sup>rd</sup> party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

### DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

**This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes.** In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

| Policy Requirement Checklist |   | Compliance checklist – |
|------------------------------|---|------------------------|
| Policy Area 1                | Information Exchange Agreements                                       |                        |
| Policy Area 2                | Security Awareness Training   |                        |
| Policy Area 3                | Incident Response   |                        |
| Policy Area 4                | Auditing and Accountability   |                        |
| Policy Area 5                | Access Control  |                        |
| Policy Area 6                | Identification and Authentication                                     |                        |
| Policy Area 7                | Configuration Management  |                        |
| Policy Area 8                | Media Protection  |                        |
| Policy Area 9                | Physical Protection   |                        |
| Policy Area 10               | Systems and Communications<br>Protection and Information<br>Integrity |                        |
| Policy Area 11               | Formal Audits   |                        |
| Policy Area 12               | Personnel Security  |                        |



Vendor: Windstream Enterprise LLC

| Carrier Services                  |                         |                   |             |               |          |  |
|-----------------------------------|-------------------------|-------------------|-------------|---------------|----------|--|
| Description                       | Monthly Recurring Costs | Installation Fees | Total Costs | Upgrade Costs | Term     | Comments   |
| 10 Mbps Internet Port and Access  | \$ 244.44               | \$ -              |             |               | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Internet Port and Access  | \$ 321.07               | \$ -              |             |               | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Internet Port and Access  | \$ 424.86               | \$ -              |             |               | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Internet Port and Access | \$ 498.58               | \$ -              |             |               | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Internet Port and Access | \$ 683.85               | \$ -              |             |               | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |             |      |  |  |          |  |
|------------------------------------|-------------|------|--|--|----------|--|
| 250 Mbps Internet Port and Access  | \$ 768.24   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Internet Port and Access  | \$ 886.58   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Internet Port and Access | \$ 1,074.76 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Internet Port and Access   | \$ 219.84   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Internet Port and Access   | \$ 288.96   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                  |           |      |  |  |          |  |
|----------------------------------|-----------|------|--|--|----------|--|
| 50 Mbps Internet Port and Access | \$ 382.08 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
|----------------------------------|-----------|------|--|--|----------|--|

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 100 Mbps Internet Port and Access | \$ 448.32 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Internet Port and Access | \$ 615.36 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Internet Port and Access | \$ 691.20 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Internet Port and Access | \$ 797.76 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 1000 Mbps Internet Port and Access | \$ 967.68 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Internet Port and Access   | \$ 207.10 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 20 Mbps Internet Port and Access  | \$ 272.65 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Internet Port and Access  | \$ 360.05 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Internet Port and Access | \$ 422.75 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 200 Mbps Internet Port and Access  | \$ 579.50 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Internet Port and Access  | \$ 651.70 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Internet Port and Access  | \$ 751.45 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Internet Port and Access | \$ 912.00 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Internet Port and Access   | \$ 195.52 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 20 Mbps Internet Port and Access  | \$ 256.62 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Internet Port and Access  | \$ 339.34 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Internet Port and Access | \$ 398.56 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Internet Port and Access | \$ 546.14 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Internet Port and Access | \$ 613.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 500 Mbps Internet Port and Access  | \$ 707.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Internet Port and Access | \$ 859.16 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Internet Port and Access   | \$ 158.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Internet Port and Access   | \$ 208.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Internet Port and Access   | \$ 275.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 100 Mbps Internet Port and Access  | \$ 323.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Internet Port and Access  | \$ 442.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Internet Port and Access  | \$ 497.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Internet Port and Access  | \$ 573.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Internet Port and Access | \$ 696.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |



|                                  |           |      |  |  |          |  |
|----------------------------------|-----------|------|--|--|----------|--|
| 10 Mbps Internet Port and Access | \$ 158.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
|----------------------------------|-----------|------|--|--|----------|--|

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 20 Mbps Internet Port and Access  | \$ 208.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Internet Port and Access  | \$ 275.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Internet Port and Access | \$ 323.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Internet Port and Access | \$ 442.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 250 Mbps Internet Port and Access  | \$ 497.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Internet Port and Access  | \$ 573.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Internet Port and Access | \$ 696.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Ethernet Port and Access   | \$ 244.44 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Ethernet Port and Access   | \$ 321.07 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 50 Mbps Ethernet Port and Access  | \$ 424.86 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Ethernet Port and Access | \$ 498.58 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Ethernet Port and Access | \$ 683.85 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Ethernet Port and Access | \$ 768.24 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Ethernet Port and Access | \$ 886.58 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |             |      |  |  |          |  |
|------------------------------------|-------------|------|--|--|----------|--|
| 1000 Mbps Ethernet Port and Access | \$ 1,074.76 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Ethernet Port and Access   | \$ 219.84   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Ethernet Port and Access   | \$ 288.96   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Ethernet Port and Access   | \$ 382.08   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Ethernet Port and Access  | \$ 448.32   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 200 Mbps Ethernet Port and Access  | \$ 615.36 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Ethernet Port and Access  | \$ 691.20 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Ethernet Port and Access  | \$ 797.76 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Ethernet Port and Access | \$ 967.68 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Ethernet Port and Access   | \$ 207.10 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 20 Mbps Ethernet Port and Access  | \$ 272.65 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Ethernet Port and Access  | \$ 360.05 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Ethernet Port and Access | \$ 422.75 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Ethernet Port and Access | \$ 579.50 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Ethernet Port and Access | \$ 651.70 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 500 Mbps Ethernet Port and Access  | \$ 751.45 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Ethernet Port and Access | \$ 912.00 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Ethernet Port and Access   | \$ 195.52 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Ethernet Port and Access   | \$ 256.62 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Ethernet Port and Access   | \$ 339.34 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 100 Mbps Ethernet Port and Access  | \$ 398.56 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Ethernet Port and Access  | \$ 546.14 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Ethernet Port and Access  | \$ 613.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Ethernet Port and Access  | \$ 707.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Ethernet Port and Access | \$ 859.16 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |



|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 10 Mbps Ethernet Port and Access  | \$ 158.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Ethernet Port and Access  | \$ 208.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Ethernet Port and Access  | \$ 275.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Ethernet Port and Access | \$ 323.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Ethernet Port and Access | \$ 442.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 250 Mbps Ethernet Port and Access  | \$ 497.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Ethernet Port and Access  | \$ 573.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Ethernet Port and Access | \$ 696.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Ethernet Port and Access   | \$ 158.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Ethernet Port and Access   | \$ 208.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                   |           |      |  |  |          |  |
|-----------------------------------|-----------|------|--|--|----------|--|
| 50 Mbps Ethernet Port and Access  | \$ 275.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Ethernet Port and Access | \$ 323.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Ethernet Port and Access | \$ 442.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Ethernet Port and Access | \$ 497.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Ethernet Port and Access | \$ 573.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                    |           |      |  |  |          |  |
|------------------------------------|-----------|------|--|--|----------|--|
| 1000 Mbps Ethernet Port and Access | \$ 696.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps MPLS Port and Access       | \$ 244.44 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps MPLS Port and Access       | \$ 321.07 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps MPLS Port and Access       | \$ 424.86 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps MPLS Port and Access      | \$ 498.58 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                |             |      |  |  |          |  |
|--------------------------------|-------------|------|--|--|----------|--|
| 200 Mbps MPLS Port and Access  | \$ 683.85   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps MPLS Port and Access  | \$ 768.24   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps MPLS Port and Access  | \$ 886.58   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps MPLS Port and Access | \$ 1,074.76 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps MPLS Port and Access   | \$ 219.84   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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|-------------------------------|-----------|------|--|--|----------|--|
| 20 Mbps MPLS Port and Access  | \$ 288.96 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps MPLS Port and Access  | \$ 382.08 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps MPLS Port and Access | \$ 448.32 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps MPLS Port and Access | \$ 615.36 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps MPLS Port and Access | \$ 691.20 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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|--------------------------------|-----------|------|--|--|----------|--|
| 500 Mbps MPLS Port and Access  | \$ 797.76 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps MPLS Port and Access | \$ 967.68 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps MPLS Port and Access   | \$ 207.10 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps MPLS Port and Access   | \$ 272.65 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps MPLS Port and Access   | \$ 360.05 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                |           |      |  |  |          |  |
|--------------------------------|-----------|------|--|--|----------|--|
| 100 Mbps MPLS Port and Access  | \$ 422.75 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps MPLS Port and Access  | \$ 579.50 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps MPLS Port and Access  | \$ 651.70 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps MPLS Port and Access  | \$ 751.45 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps MPLS Port and Access | \$ 912.00 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |



|                               |           |      |  |  |          |  |
|-------------------------------|-----------|------|--|--|----------|--|
| 10 Mbps MPLS Port and Access  | \$ 195.52 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps MPLS Port and Access  | \$ 256.62 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps MPLS Port and Access  | \$ 339.34 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps MPLS Port and Access | \$ 398.56 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps MPLS Port and Access | \$ 546.14 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                |           |      |  |  |          |  |
|--------------------------------|-----------|------|--|--|----------|--|
| 250 Mbps MPLS Port and Access  | \$ 613.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps MPLS Port and Access  | \$ 707.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps MPLS Port and Access | \$ 859.16 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps MPLS Port and Access   | \$ 158.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps MPLS Port and Access   | \$ 208.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps MPLS Port and Access   | \$ 275.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                                |           |      |  |  |          |  |
|--------------------------------|-----------|------|--|--|----------|--|
| 100 Mbps MPLS Port and Access  | \$ 323.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps MPLS Port and Access  | \$ 442.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps MPLS Port and Access  | \$ 497.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps MPLS Port and Access  | \$ 573.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps MPLS Port and Access | \$ 696.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps MPLS Port and Access   | \$ 158.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|                               |           |      |  |  |          |  |
|-------------------------------|-----------|------|--|--|----------|--|
| 20 Mbps MPLS Port and Access  | \$ 208.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps MPLS Port and Access  | \$ 275.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps MPLS Port and Access | \$ 323.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps MPLS Port and Access | \$ 442.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps MPLS Port and Access | \$ 497.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps MPLS Port and Access | \$ 573.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|   |           |      |  |  |          |  |
|---|-----------|------|--|--|----------|--|
| 1000 Mbps MPLS Port and Access                            | \$ 696.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps VLS Hub   | \$ 250.00 | \$ - |  |  | 12 month | VLS hub site to establish connections to end user locations  |
| 10 Mbps Virtual Lan Service - Point to Point connections  | \$ 244.44 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Virtual Lan Service - Point to Point connections  | \$ 321.07 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Virtual Lan Service - Point to Point connections  | \$ 424.86 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Virtual Lan Service - Point to Point connections | \$ 498.58 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Virtual Lan Service - Point to Point connections | \$ 683.85 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|  |             |      |  |  |          |  |
|--|-------------|------|--|--|----------|--|
| 250 Mbps Virtual Lan Service - Point to Point connections  | \$ 768.24   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Virtual Lan Service - Point to Point connections  | \$ 886.58   | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Virtual Lan Service - Point to Point connections | \$ 1,074.76 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Virtual Lan Service - Point to Point connections   | \$ 219.84   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Virtual Lan Service - Point to Point connections   | \$ 288.96   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|  |           |      |  |  |          |  |
|--|-----------|------|--|--|----------|--|
| 50 Mbps Virtual Lan Service - Point to Point connections | \$ 382.08 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
|--|-----------|------|--|--|----------|--|

|   |           |      |  |  |          |  |
|---|-----------|------|--|--|----------|--|
| 100 Mbps Virtual Lan Service - Point to Point connections | \$ 448.32 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Virtual Lan Service - Point to Point connections | \$ 615.36 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Virtual Lan Service - Point to Point connections | \$ 691.20 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Virtual Lan Service - Point to Point connections | \$ 797.76 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|  |           |      |  |  |          |  |
|--|-----------|------|--|--|----------|--|
| 1000 Mbps Virtual Lan Service - Point to Point connections | \$ 967.68 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Virtual Lan Service - Point to Point connections   | \$ 207.10 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|   |           |      |  |  |          |  |
|---|-----------|------|--|--|----------|--|
| 20 Mbps Virtual Lan Service - Point to Point connections  | \$ 272.65 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Virtual Lan Service - Point to Point connections  | \$ 360.05 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Virtual Lan Service - Point to Point connections | \$ 422.75 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |



|  |           |      |  |  |          |  |
|--|-----------|------|--|--|----------|--|
| 200 Mbps Virtual Lan Service - Point to Point connections  | \$ 579.50 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Virtual Lan Service - Point to Point connections  | \$ 651.70 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Virtual Lan Service - Point to Point connections  | \$ 751.45 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Virtual Lan Service - Point to Point connections | \$ 912.00 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Virtual Lan Service - Point to Point connections   | \$ 195.52 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|   |           |      |  |  |          |  |
|---|-----------|------|--|--|----------|--|
| 20 Mbps Virtual Lan Service - Point to Point connections  | \$ 256.62 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Virtual Lan Service - Point to Point connections  | \$ 339.34 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Virtual Lan Service - Point to Point connections | \$ 398.56 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Virtual Lan Service - Point to Point connections | \$ 546.14 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Virtual Lan Service - Point to Point connections | \$ 613.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|  |           |      |  |  |          |  |
|--|-----------|------|--|--|----------|--|
| 500 Mbps Virtual Lan Service - Point to Point connections  | \$ 707.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Virtual Lan Service - Point to Point connections | \$ 859.16 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps Virtual Lan Service - Point to Point connections   | \$ 158.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Virtual Lan Service - Point to Point connections   | \$ 208.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Virtual Lan Service - Point to Point connections   | \$ 275.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|  |           |      |  |  |          |  |
|--|-----------|------|--|--|----------|--|
| 100 Mbps Virtual Lan Service - Point to Point connections  | \$ 323.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Virtual Lan Service - Point to Point connections  | \$ 442.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps Virtual Lan Service - Point to Point connections  | \$ 497.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Virtual Lan Service - Point to Point connections  | \$ 573.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Virtual Lan Service - Point to Point connections | \$ 696.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

|   |           |      |  |  |          |  |
|---|-----------|------|--|--|----------|--|
| 10 Mbps Virtual Lan Service - Point to Point connections  | \$ 158.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps Virtual Lan Service - Point to Point connections  | \$ 208.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps Virtual Lan Service - Point to Point connections  | \$ 275.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps Virtual Lan Service - Point to Point connections | \$ 323.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps Virtual Lan Service - Point to Point connections | \$ 442.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 250 Mbps Virtual Lan Service - Point to Point connections  | \$ 497.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps Virtual Lan Service - Point to Point connections  | \$ 573.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps Virtual Lan Service - Point to Point connections | \$ 696.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps DYIP Port and Access                               | \$ 244.44 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps DYIP Port and Access                               | \$ 321.07 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 50 Mbps DYIP Port and Access  | \$ 424.86 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps DYIP Port and Access | \$ 498.58 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps DYIP Port and Access | \$ 683.85 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps DYIP Port and Access | \$ 768.24 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps DYIP Port and Access | \$ 886.58 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 1000 Mbps DYIP Port and Access | \$ 1,074.76 | \$ - |  |  | 12 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps DYIP Port and Access   | \$ 219.84   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps DYIP Port and Access   | \$ 288.96   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps DYIP Port and Access   | \$ 382.08   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps DYIP Port and Access  | \$ 448.32   | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |



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| 200 Mbps DYIP Port and Access  | \$ 615.36 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps DYIP Port and Access  | \$ 691.20 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps DYIP Port and Access  | \$ 797.76 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps DYIP Port and Access | \$ 967.68 | \$ - |  |  | 24 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps DYIP Port and Access   | \$ 207.10 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 20 Mbps DYIP Port and Access  | \$ 272.65 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps DYIP Port and Access  | \$ 360.05 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps DYIP Port and Access | \$ 422.75 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps DYIP Port and Access | \$ 579.50 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps DYIP Port and Access | \$ 651.70 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 500 Mbps DYIP Port and Access  | \$ 751.45 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps DYIP Port and Access | \$ 912.00 | \$ - |  |  | 36 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps DYIP Port and Access   | \$ 195.52 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps DYIP Port and Access   | \$ 256.62 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps DYIP Port and Access   | \$ 339.34 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 100 Mbps DYIP Port and Access | \$ 398.56 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps DYIP Port and Access | \$ 546.14 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 250 Mbps DYIP Port and Access  | \$ 613.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps DYIP Port and Access  | \$ 707.82 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps DYIP Port and Access | \$ 859.16 | \$ - |  |  | 48 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 10 Mbps DYIP Port and Access  | \$ 158.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps DYIP Port and Access  | \$ 208.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 50 Mbps DYIP Port and Access  | \$ 275.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps DYIP Port and Access | \$ 323.20 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps DYIP Port and Access | \$ 442.40 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 250 Mbps DYIP Port and Access  | \$ 497.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps DYIP Port and Access  | \$ 573.60 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 1000 Mbps DYIP Port and Access | \$ 696.00 | \$ - |  |  | 60 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 10 Mbps DYIP Port and Access   | \$ 158.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 20 Mbps DYIP Port and Access   | \$ 208.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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| 50 Mbps DYIP Port and Access  | \$ 275.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 100 Mbps DYIP Port and Access | \$ 323.20 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 200 Mbps DYIP Port and Access | \$ 442.40 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 250 Mbps DYIP Port and Access | \$ 497.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| 500 Mbps DYIP Port and Access | \$ 573.60 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location;All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |

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|--|-----------|------|--|--|----------|---|
| 1000 Mbps DYIP Port and Access                                       | \$ 696.00 | \$ - |  |  | 72 month | Special construction may apply where facilities do not exist. These prices assume a Windstream fiber and equipment exist at the customer location; All Customer Premise Equipment such as routers and switches is assumed to be provided by the end customer. |
| Windstream OfficeSuite, Basic Seat: 1-2 Seats                        | \$ 12.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Basic Seat: 3-19 Seats                       | \$ 9.25   | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Basic Seat: 20-49 Seats                      | \$ 6.25   | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Basic Seat: 50-2500 Seats                    | \$ 5.25   | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Standard Seat: 1-2 Seats                     | \$ 21.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Standard Seat: 3-19 Seats                    | \$ 16.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Standard Seat: 20-49 Seats                   | \$ 12.25  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Standard Seat: 50-2500 Seats                 | \$ 12.95  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Advanced Seat: 1-2 Seats                     | \$ 28.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Advanced Seat: 3-19 Seats                    | \$ 25.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Advanced Seat: 20-49 Seats                   | \$ 23.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Advanced Seat: 50-2500 Seats                 | \$ 21.50  | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Analog Extension with Voicemail: 1-2 Seats   | \$ 8.25   | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Analog Extension with Voicemail: 3-19 Seats  | \$ 6.95   | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite, Analog Extension with Voicemail: 20-49 Seats | \$ 6.25   | \$ - |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |



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| Windstream OfficeSuite, Analog Extension with Voicemail: 50-2500 Seats | \$ 5.75     | \$ -      |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream Officesuite, Soft Phone: 1-2 Seats                          | \$ 5.25     | \$ -      |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream Officesuite, Soft Phone: 3-19 Seats                         | \$ 4.75     | \$ -      |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream Officesuite, Soft Phone: 20-49 Seats                        | \$ 4.25     | \$ -      |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream Officesuite, Soft Phone: 50-2500 Seats                      | \$ 3.65     | \$ -      |  |  | 12 Month | Seat Recurring Pricing is determined by the "Term" and the number of "seats" ordered at the tenant level.   |
| Windstream OfficeSuite Phones Mitel 5304 Rental                        | \$ 5.00     | \$ 25.00  |  |  | 12 Month |   |
| Windstream OfficeSuite Phones Mitel 6920 Rental                        | \$ 12.00    | \$ 25.00  |  |  | 12 Month |   |
| Windstream OfficeSuite Phones Mitel 6930 Rental                        | \$ 16.00    | \$ 25.00  |  |  | 12 Month |   |
| Windstream OfficeSuite PhonesMitel 6940 Rental                         | \$ 20.00    | \$ 25.00  |  |  | 12 Month |   |
| Windstream OfficeSuite PhonesMitel 6970 Rental                         | \$ 20.00    | \$ 25.00  |  |  | 12 Month |   |
| Windstream OfficeSuite PhonesMitel M695 PKM (color) Rental             | \$ 7.00     | \$ 25.00  |  |  | 12 Month |   |
| OfficeSuite Install Fee  |             | \$ 250.00 |  |  |          |   |
| Site Survey  |             | \$ 150.00 |  |  |          |   |
| Hosted: Analog Extension NRC Fee                                       |             | \$ 100.00 |  |  |          |   |
| Phones and Accessories   |             | \$ 125.00 |  |  |          |   |
| SIP Trunking - Concurrent Call Path                                    | \$ 3.50     |           |  |  |          | Access pricing not included in SIP trunk rate. Requires Managed Router                                      |
| SIP Trunking DID   | \$ 0.50     |           |  |  |          | Access pricing not included in SIP trunk rate. Requires Managed Router                                      |
| Managed Router Service - Router Ping Monitoring                        | \$ 8.50     |           |  |  |          | Does not include Managed Router Equipment rental  |
| Managed Router Service - Router Configuration Management               | \$ 15.00    |           |  |  |          | Does not include Managed Router Equipment rental  |
| Managed Router Service - Advanced Router Management                    | \$ 35.00    |           |  |  |          | Does not include Managed Router Equipment rental  |
| Managed Router Equipment - CISCO ISR 4221 K9 BDL                       | \$ 42.59    | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Managed Router Equipment - CISCO ISR 4321 K9 BDL                       | \$ 58.68    | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Managed Router Equipment - CISCO ISR 4331 K9 BDL                       | \$ 82.50    | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Managed Router Equipment - CISCO ISR 4351 K9 BDL                       | \$ 281.05   | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Managed Router Equipment - CISCO ISR 4431 K9 BDL                       | \$ 364.46   | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Managed Router Equipment - ASR1001-X, 10G BDL, AES                     | \$ 1,638.06 | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Managed Router Equipment - CISCO ISR 4451 XK9 BDL                      | \$ 592.57   | \$ 130.00 |  |  | 12 Month | Add-on components such as SFPs will require additional charge   |
| Windstream HD Meeting Teleconferencing - Bridge Size: 1-25 people      | \$ 9.99     |           |  |  | 12 Month | License type varies by number of users  |
| Windstream HD Meeting Teleconferencing - Bridge Size: 1-100 people     | \$ 15.99    |           |  |  | 12 Month | License type varies by number of users  |
| Windstream HD Meeting Teleconferencing - Bridge Size: 1-1000 people    | \$ 54.99    |           |  |  | 12 Month | License type varies by number of users  |
| Windstream HD Meeting Teleconferencing - Meeting Room Connectors       | \$ 59.99    |           |  |  | 12 Month |   |
| SD-WAN -VMWare/VeloCloud VCE610-10 MB                                  | \$ 95.00    |           |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |

Sensitivity: Internal

Sensitivity: Internal

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| SD-WAN -VMWare/VeloCloud VCE610-30 MB   | \$ 123.31 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE610-50 MB   | \$ 156.94 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE610-100 MB  | \$ 197.03 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE840-100 MB  | \$ 239.59 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE840-500 MB  | \$ 510.91 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE840-1 GB    | \$ 642.39 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE3800-500 MB | \$ 612.94 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
| SD-WAN -VMWare/VeloCloud VCE3800-1 GB   | \$ 744.42 |  |  |  | 60 Month | All Customer Premise Equipment such as routers and switches are assumed to be provided by the end customer. |
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| Equipment   |                 |            |                  |               |
|-------------|-----------------|------------|------------------|---------------|
| Description | Unit of Measure | List Price | % off List Price | Cost per Unit |
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| Services, Engineering, Support & Training - Hourly Not to Exceed Rates |                 |            |                  |               |
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| Description  | Unit of Measure | List Price | % off List Price | Cost per Unit |
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| Value- Add Products/Services |                 |            |                  |               |
| Description                  | Unit of Measure | List Price | % off List Price | Cost per Unit |
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# OfficeSuiteUC<sup>®</sup> with SD-WAN

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Taking cloud-based unified  
communications to a new optimized  
level of performance

WINDSTREAM ENTERPRISE

# Introducing OfficeSuite UC with SD-WAN

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100% cloud-based unified communications  
and SD-WAN join forces for supreme reliability  
and quality of service

Cloud-based office telephone/unified communications systems leveraging broadband Internet are now the solution of choice for businesses of every shape and size. But as organizations increase their reliance on cloud applications—placing increased pressure on a finite amount of network bandwidth—performance and reliability can be an issue. Especially with quality-sensitive applications such as voice and video, where any delay or latency can lead to an imperfect customer experience. That is, until now.

OfficeSuite UC® with SD-WAN combines the simplicity and security of the award-winning OfficeSuite integrated Unified Communications as a Service (UCaaS) application suite—a 100% cloud-based solution trusted by approximately

380,000 professionals across the country—with the superior performance, reliability and flexibility of Windstream Enterprise's SD-WAN Concierge™.

Individually, these solutions are enabling companies in virtually every industry to improve teamwork and productivity and deliver a superior and consistent customer experience. Together, they offer an unmatched combination of performance, functionality and reliability—backed by up to a 100% SD-WAN SLA—that can be a game-changer for any size or type of organization seeking to achieve a competitive advantage.

# Everything needed to take business communications and customer experience to a new level

## OfficeSuite UC: Powerful integrated business communications made easy for everyone

Powerful, yet easy-to-use, OfficeSuite UC is a UCaaS solution blending user-centric design with advanced technology. It includes a complete suite of voice and collaboration features that can be tailored to the unique needs of any organization, from small businesses to mid-market enterprise. It's so intuitive, employees can easily manage communications themselves, boosting their productivity. It's also highly flexible and can easily scale to 20,000 users. Finally, because it's built on proprietary technology, it's both highly reliable and highly secure.



2020/2019 Gartner Magic Quadrant for Unified Communications as a Service, Worldwide  
With OfficeSuite UC®, Windstream Enterprise continues to show our commitment to innovation and enterprise capabilities. For the second consecutive year, Gartner has included Windstream in the Magic Quadrant for Unified Communications as a Service, Worldwide report.



2019

## OfficeSuite UC includes features & functionality for all your communications needs

Cloud-based phone system with hundreds of features and unlimited calling

Native contact center application

Company-wide chat and mobile apps

Video and audio conferencing, web collaboration tools

Integrates with existing off-the-shelf and custom developed business applications

Visual voicemail and speech-to-text

Online faxing tools for any device

Presence and availability

# It all starts with OfficeSuite UC: Business communications unlike any other

## **The easiest system to use and manage**

If you are relying on the features of a new system for increased productivity and flexibility and they aren't easy to use, then there's no value in a new system. Because we develop our own software, OfficeSuite UC is designed to be user-centric, not device-centric. Our advanced system is so easy to use, that every employee can access and manage the features and services of the system independently, reducing IT help desk dependency and drastically enhancing productivity and efficiency organization-wide.

## **The most secure communications system**

Unlike most other service providers, we own the code and utilize unique technology instead of SIP or open source to help you meet SOC2 and HIPAA compliance requirements and ensure calls, chats, messages and meetings are encrypted and no data or information is stored on the phone where it can be vulnerable to theft. We enlist our own development team who are dedicated to rapid advancements based on our customer's needs and requirements.

## **Access anywhere, any device**

Transform how you do business by giving your employees the freedom to work from anywhere. Since our system revolves around users, not devices, user data can be shared amongst all of your devices. Whether on-site with a customer, traveling or working remotely, the features and services are available from anywhere. This helps ensure business continuity and avoids costly downtime during disasters.

# WE Connect portal: The heart of your unified communications system

Administrators and employees can easily make changes to the system and their individual account from a single interface that anyone can intuitively use.

## Utilize the WE Connect portal to:

Launch video meetings, send faxes and listen to business voicemail

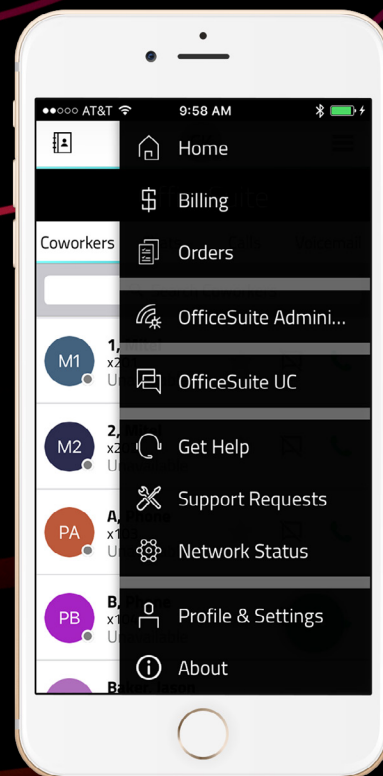
Chat live in **real time** with anyone in your organization

Text with anyone outside of the organization without using your personal mobile number

View the availability of every coworker and click-to-call them

Customize dashboards so employees can self-manage features

Make changes, provision services, add users and order phones and devices





# Collaborate easily to enhance productivity and save on travel costs

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## OfficeSuite HD Meeting®

### **Meet, chat, collaborate and share to get work done from anywhere**

Host unlimited online high-definition video meetings for up to 1,000 people with just 1 click

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Eliminate travel costs and delays and meet face-to-face hassle-free

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Present and collaborate on anything in real time

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Share any application or your entire desktop

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Compatible with existing conference room systems like: Polycom, Cisco, Tandberg and LifeSize

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Record any audio or video meeting

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Allow all of your office and staff to act as one team

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Integrate seamlessly with Outlook and Google

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Utilize high definition video and audio conferencing apps for Windows, iOS and Android

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Share your ideas and work from any device

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# Streamline and improve tasks with these powerful integrations

Standards-based API allows you to connect third-party applications to OfficeSuite UC.



## Salesforce

Integrate powerful UC features within Salesforce to enhance productivity, improve customer service, save time and increase management visibility.



## Skype for Business

With no switches to manage or monitor, bring calling and phone presence functionality into Skype and Lync without any additional Microsoft licenses or charges.



## G Suite

Click-to-call from any webpage or web app and bring UC to your Google apps.



## Slack

View the presence of coworkers, make OfficeSuite UC calls, send SMS text messages and launch OfficeSuite HD meetings within Slack to streamline collaboration.



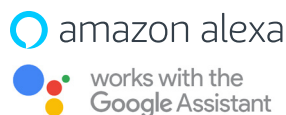
## Microsoft Office 365

Make your contacts, email and calendar part of your UC solution.



## Microsoft Dynamics

Streamline everyday functions and gain access to new UC features.



## Amazon Alexa and Google Assistant

Manage voicemail and change call forwarding, twinning and Do Not Disturb settings using voice commands from any Amazon Alexa or Google Assistant enabled device.



## Microsoft Teams

Enhance collaboration with integrated UC calls and HD video, audio and web conferencing.

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## Web-based CRMs

Maximize productivity by integrating calling with Hubspot, 1CRM, Apptivo, Clio Desk, Freshdesk, JobDiva, Nutshell and Insightly.



# Then add SD-WAN Concierge: The ideal UCaaS network platform

Enterprise computing is making a transformational shift to the cloud. Now it's time for the network powering that shift to transform, too. SD-WAN Concierge™ from Windstream Enterprise is a cloud-delivered, fully-managed network service designed to optimize performance, reliability and availability to meet escalating customer expectations in an always-on cloud connected world.

Windstream Enterprise's highly regarded SD-WAN solution uses software-defined networking (SDN) technology to dynamically route traffic in real time over a combination of private and

public access types—including standard broadband Internet connectivity—to connect multiple locations with active/active redundancy. Customers maintain control over their network from a single centralized location rather than requiring them to manage various routers, firewalls and switches on a remote basis or using multiple management tools. The result is a transformational level of network and application visibility and control that could not be achieved before using traditional network technology. All of which makes SD-WAN an ideal platform for cloud-based UC.

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## A fully-managed SD-WAN solution with a game-changing feature set

### Fully managed service

Concierge customers get an assigned service manager who provides proactive guidance freeing IT to focus on innovation/growth

### Business Aware Cloud Network™

Proprietary technology for improved cloud-based application performance based on business policies/needs

### Industry-tailored, cloud-based solutions

Suite of integrated services to improve customer experience based on specific objectives

### Powerful management tool

Complete visibility and control via easy to use centrally managed SD-WAN application

### Dynamic WAN selection

Application routing for maximum performance and minimum downtime

### Active/active connectivity

Diverse connections at each site for optimized resiliency/availability

### Cloud core architecture

Proprietary software-based convergence of voice, data and video apps with low-touch provisioning

### Flexible connectivity options

Integrate any private or public connections into a unified Hybrid WAN

### Highly secure network

Abstracted overlay creates a private VPN across connection points

# SD-WAN from Windstream Enterprise supports optimized application performance and connectivity across the entire organization

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## OPTIMIZED PERFORMANCE

Improve customer experience with high-performing, prioritized apps and virtually no downtime

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## ENTERPRISE-LEVEL SECURITY

Reduce risk with encryption to secure all connections, including broadband internet

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## SIMPLIFIED MANAGEMENT

Real-time intelligence via intuitive centralized management application puts you in control

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## COST EFFICIENCIES

Leverage lower cost, high-bandwidth broadband while eliminating capital expenditures so IT can focus on strategic innovation

# OfficeSuite UC + SD-WAN: UCaaS at its best

Optimized unified communications availability and performance

## **Premier performance/quality**

An integrated, 100% cloud-based unified communications and SD-WAN solution that offers premier level performance and availability without the premier price. It's the ideal voice, collaboration and conferencing solution for businesses where quality and reliability are essential to organizational innovation and success.

## **Easy to deploy and use**

OfficeSuite UC with SD-WAN empowers administrators and users with comprehensive capabilities to manage services, instantly make changes, provision services, add users and order phones and devices through an intuitive, easy-to-navigate experience.

## **Reliability/productivity**

When it comes to communications, failure is not an option. OfficeSuite UC with SD-WAN delivers voice and collaboration service designed for maximum uptime and error-free voice and video. The results are flawless communications that maximize employee productivity and support the customer experience needed to win in fast-paced business environments.

## **More bandwidth for the buck**

Using SD-WAN Concierge, and OfficeSuite UC lets you supplement existing access connections with cost-effective, highly-available broadband, giving you more bandwidth at significantly lower costs. SD-WAN also lets you control and prioritize your apps to help you take the power of your bandwidth even further.

## **The Windstream Enterprise advantage**

OfficeSuite UC with SD-WAN is a fully-managed high performance UC solution with the SD-WAN advantage built right in. This lets you deploy a complete voice and collaboration solution with active/active connectivity to assure the highest level of quality and availability, as well as seamless failover to ensure continuity.



# UCaaS and SD-WAN: 1 + 1 = 3

## OfficeSuite UC



Award-winning cloud solution from a true UC pioneer



100% cloud UCaaS service



Uniquely reliable, secure technology—we own the code

## SD-WAN Concierge



High performance with up to 100% SLA



Concierge services for proactive expert guidance



Complete visibility and control over business and security policies

# Ideal scenarios for OfficeSuite UC with SD-WAN

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Consolidating disparate UC systems into an enterprise-wide standardized solution

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Utilizing broadband access options to maximize cost-effective bandwidth

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Requiring a highly reliable, high-quality UC solution and network

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Replacing traditional networks with more cost-effective alternatives

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Seeking to reduce the number of vendors to manage

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Wanting complete visibility and control of UC services/network

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## About Windstream

Windstream Enterprise collaborates with businesses across the U.S. to drive digital transformation by delivering solutions that solve today's most complex networking and communication challenges.

To learn more about OfficeSuite UC with SD-WAN, visit [windstreamenterprise.com](https://windstreamenterprise.com)

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ENTERPRISE**  
CONNECT. TRANSFORM. ELEVATE.



# Transform your network and your customer experience

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## Introducing SD-WAN Concierge™

Optimize application performance, enhance security, simplify network management and lower your total cost of ownership.

WINDSTREAM ENTERPRISE



Global IP traffic will increase  
threefold over the next 5 years.<sup>1</sup>

3X

## Enterprise WANs are becoming increasingly complex to manage

Employee workflows and traffic patterns are changing. Many growth-oriented enterprises are struggling to deliver the personalized, secure, anytime, anywhere experience customers and employees expect.

Meanwhile, as the demand for bandwidth doubles every 18 months,<sup>1</sup> IT departments are struggling to deliver improved cloud-based application performance—and budgets are limiting the amount of bandwidth companies can afford.

While advances in cloud and mobile applications have helped, traditional networks can no longer keep up. What's more, they weren't designed to support cloud-based apps. Between 2018 and 2022, it's projected that the market size and growth of the public cloud services industry will be 80% worldwide. According to Gartner, "Adoption of next-generation solutions are almost always 'cloud-enhanced' solutions, meaning they build on the strengths of a cloud platform to deliver digital business capabilities."<sup>2</sup>

Traditionally, companies coped with this challenge by adding more MPLS bandwidth, or by combining MPLS with dedicated Internet access, DSL, cable and Ethernet, which made WANs complex, time-consuming and costly to manage.

IT decision makers tell us that security is the number one priority, especially since 27% of apps being used are classified as "high risk."<sup>3</sup> When using the public Internet to connect most cost effectively, enterprises are urged to consider an SD-WAN solution with a fully-integrated next-generation firewall (NGFW).

# SD-WAN Concierge™

## Game-changing features

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### APPLICATION VISIBILITY AND CONTROL

Manages and deploys routing policies with a centralized management tool.

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### APPLICATION OPTIMIZATION

Monitors and improves network paths for higher quality.

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### DYNAMIC WAN SELECTION

Preserves application performance based on pre-set thresholds.

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### DYNAMIC IPSEC DEPLOYMENT

Enables end-to-end encryption for secure data transmission over public networks.

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### SECURITY

Ensures PCI DSS compliance and offers Unified Threat Management features with IPSec encryption and the ability to manage security policies.

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### FLEXIBLE CONNECTIVITY

Provides highly secure, private, dedicated access to leading third-party cloud service providers' cloud ecosystems.

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### MANAGED SERVICE

Offers continuous, proactive monitoring and optimization from a Windstream Enterprise technical service manager.

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### DUAL ACTIVE LINKS

Increases resiliency with redundant and diverse connections at each site.

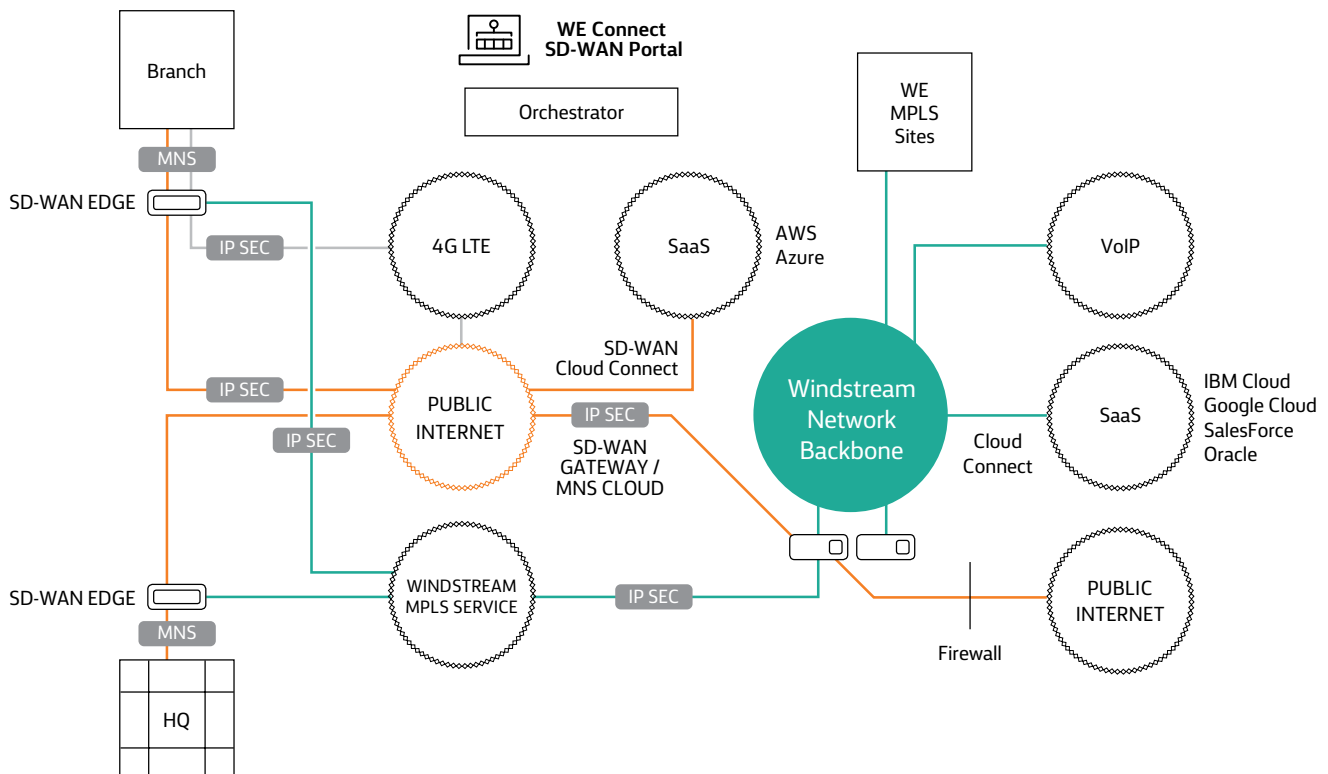
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Cloud-ready.  
Secure.  
Cost-effective.

SD-WAN Concierge™ from Windstream Enterprise delivers networking to branch offices and remote sites via software intelligence regardless of the underlying connection type or carrier. It's the evolution of hybrid WAN.

75%

By 2021, over 75% of midsize and large organizations will have adopted a multi-cloud and/or hybrid IT strategy.<sup>4</sup>



# How does SD-WAN Concierge™ deliver on your needs?



## OPTIMIZE

Set your business policies and let Windstream Enterprise SD-WAN dynamically optimize application traffic routing.



## REDUCE TCO

Reduce per-Mbps costs up to 90% with the use of more cost-effective access methods.



## ENGAGE

Enhance your customer experience and improve employee productivity with reliable access to cloud-based applications.



## SIMPLIFY MANAGEMENT

Gain complete visibility and control with our award-winning WE Connect customer portal.



## PROTECT

Integrate Managed Network Security (MNS) with your SD-WAN edge, via a separate premises device or in the cloud. Combine all three options for maximum protection.



## SCALE QUICKLY

Accelerate the path to digital transformation with help from the experts at Windstream Enterprise.

# Why Windstream Enterprise?

## SD-WAN Concierge

Benefit from proactive network monitoring and optimization for peak performance by Windstream Enterprise experts.

## Cloud Core™ architecture

Get improved cloud-based application performance with diverse, low-latency connections to cloud providers—backed by our heritage as an Internet service provider.

## SD-WAN Cloud Connect

Optimize connectivity to cloud service providers by bringing applications closer to end-users to reduce latency.

## WE Connect SD-WAN portal

Take advantage of our award-winning customer portal with an industry-leading Insight Engine for real-time, aggregated, network-wide visibility; leverage automated, custom reporting and instantly modify business and security policies with robust configuration rights.

## PCI DSS compliant SD-WAN

Validate PCI DSS compliance by third-party QSA (Qualified Security Assessor) to protect your customer data. AOC (Attestation of Compliance) reports provided annually to simplify your reporting.

## Leading technology platforms

Choose the technology platform that is right for your business from two leading WAN edge infrastructure providers—VMware or Fortinet. Both named Leaders in the 2020 Gartner Magic Quadrant for WAN Edge Infrastructure.<sup>5</sup>

## Integrated security services

Protect your data with next-generation firewalls integrated into your SD-WAN devices with industry-leading security from Fortinet. Add Unified Threat Management (UTM) features to enhance security.

## Secure Remote Access

Enable work from home and mobile employees with MNS CPE and MNS Cloud.

## Windstream Enterprise SD-WAN Community

Learn and collaborate via an online forum. Ask questions, share best practices with peers and find out about new enhancements and provide feedback.

[Join now.](#)

# Compatible products

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Cloud Connect

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Managed Network Security (MNS VNF, MNS CPE & MNS Cloud)

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MPLS

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OfficeSuite UC®

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UCaaS

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Cellular Broadband

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1. "Cisco Visual Networking Index: Forecast and Trends, 2017–2022 White Paper," (updated 27 February 2019).
2. Gartner Press Release, "Gartner 2. Forecasts Worldwide Public Cloud Revenue to Grow 17% in 2020," 13 November 2019. ([www.gartner.com/en/newsroom/press-releases/2019-11-13-gartner-forecasts-worldwide-public-cloud-revenue-to-grow-17-percent-in-2020](http://www.gartner.com/en/newsroom/press-releases/2019-11-13-gartner-forecasts-worldwide-public-cloud-revenue-to-grow-17-percent-in-2020))
3. [www.techradar.com/news/shadow-it-its-time-to-reign-in-the-rogues](http://www.techradar.com/news/shadow-it-its-time-to-reign-in-the-rogues).
4. Gartner, "Magic Quadrant for Network Performance Monitoring and Diagnostics," (ID G00354365, 7 February 2019).
5. Source: Gartner, Inc., Magic Quadrant for WAN Edge Infrastructure, Jonathan Forest, Andrew Lerner, Naresh Singh, Neil Rickard, September 23, 2020

## About Windstream Enterprise

Windstream Enterprise collaborates with businesses across the U.S. to drive digital transformation by delivering solutions that solve today's most complex networking and communication challenges.

To learn more about SD-WAN Concierge™, visit [windstreamenterprise.com](http://windstreamenterprise.com)

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## WINDSTREAM SERVICE TERMS AND CONDITIONS

Subject to the provisions of, and only to the extent that they do not conflict with Attachments A-D1 and 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”).
- 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.).
- 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/perform maintenance and WIN will enter into agreements with Customer’s OMES Capitol Asset Management as necessary. . 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 due Net 45 in compliance with State law. 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. RESERVED**
- 6. Moves.** If Customer moves, it must provide at least ninety (90) days’ advance written notice and pay applicable installation charges and 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, WIN may terminate for cause.
- 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 gross negligence of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. Customer agrees to return WIN's equipment within a reasonable time and without damage, beyond normal wear and tear, caused by the gross negligence of Customer, its employees or agents after termination of the contract. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is the responsibility of Customer, unless WIN its employees or agents damage them in which case WIN will be solely liable to repair and replace them, and must be compatible with and not cause any interference on WIN's network.

**8. WIN-Provided Software. RESERVED**

**9. Use of Services; Restricted Calling Services; HIPAA Compliance. RESERVED**

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.

b. HIPAA Compliance. RESERVED

**10. Termination. RESERVED**

**11. Effect of Termination. RESERVED**

**12. Limitation of Liability; Indemnity. RESERVED.**

**13. CUSTOMER INDEMNITY: RESERVED.**

**14. Disclaimer of Warranties. RESERVED,**

**15. Force Majeure. RESERVED**

**16. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. RESERVED.**

**17. Miscellaneous. (a) Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature.; (b) **Notices and Electronic Communications:** Any notice to WIN pursuant to this Agreement must be in writing



and will be deemed properly given if hand delivered or mailed to WIN, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, [windstream.business.support@windstream.com](mailto: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](http://www.windstreamonline.com), or by calling 1-800-600-5050. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES BUT SUCH COMMUNICATION SHALL NOT CONSTITUTE LEGAL NOTICE FOR PURPOSES OF ANY ACTION; (c) **Compliance with Laws; Applicable Law**: Each party shall comply with all laws and regulations applicable to this Agreement. (d) **Waiver of Jury Trial**:RESERVED; (e) **Statute of Limitations**:RESERVED; (f) **Assignment**: RESERVED; (g) **Third Party Beneficiaries**: RESERVED(h) **Waiver**: RESERVED; (i) **Severability**: RESERVED; (j) **Survival**: Section 7, survive after this Agreement ends; (k) **Handwritten Changes**: Handwritten changes are not binding on either party; (l) **Use of Products in U.S.**: RESERVED; (m) **Publicity and Confidentiality**: RESERVED.

**For Managed CPE Firewall Services only:**

**Authorization to Perform Testing**. Customer grants WIN the limited authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"), such access will be limited in scope to only those networks and systems that must be accessed to provide Service, and will be only at a time and location which Customer in its sole discretion determines, and under supervision of Customer. Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall.

Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

**For Managed Network Security Cloud Firewall only:**

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

**Security Compliance Audits: RESERVED**

**For OfficeSuite UC® Fax Services only:**

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii)



international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing.

# **Windstream Internet Acceptable Use Policy**

## **Introduction**

Windstream Communications, LLC and its affiliates and subsidiaries ("Windstream," "we," or "us") appreciate the opportunity to provide you with a connection to the Internet. This Acceptable Use Policy, together with the terms and conditions for your Internet service, provide guidelines for your conduct on the Internet as a Windstream residential or business customer.

## **Scope**

This Acceptable Use Policy applies to Windstream's data services that provide (or include) access to the Internet, including but not limited to dialup, Broadband DSL, dedicated, data center services, managed security, and cloud firewall services, or that are provided over the Internet or wireless data networks (collectively "Internet services").

For ease of reference, this policy addresses the following topics:

- Section 1: Prohibited Activities
- Section 2: Consequences for Activities in Violation of this Policy
- Section 3: Privacy
- Section 4: Account Usage
- Section 5: Copyright Complaints

## **Section 1: Prohibited Activities RESERVED**

## **Section 2: Consequences for Activities in Violation of this Policy RESERVED**

## **Section 3: Privacy RESERVED**

## **Section 4: Account Usage RESERVED**

## **Section 5: Copyright Complaints**

The DMCA provides recourse for owners of copyrighted material who believe their rights under

U.S. copyright law have been infringed on the Internet or other telecommunications networks.

As a provider of transitory digital communications, Windstream's activities are typically protected by a safe harbor provision of the DMCA (see 17 U.S.C. 512 (a)). Windstream is therefore not obligated to respond to a copyright owner (or the owner's agent) nor does Windstream have a duty to remove or disable access to material transmitted, routed or connected to the Windstream network(s) that is initiated and/or directed by an individual user.

If you believe that Windstream has infringed your copyrighted work in a way that does not fall within the applicable DMCA safe harbor provision, please provide notice to our Designated Copyright Agent at the address below. The notice must include the following information as required by the DMCA (see 17 U.S.C. 512 (c)(3)). In addition, the notice should

include the basis for your belief that Windstream is not merely providing transitory digital communications under 17 U.S.C. 512 (a) of the DMCA:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a singled notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provided to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;

A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The Designated Copyright Agent for Windstream may be reached as follows:

Windstream Communications, LLC  
4001 N. Rodney Parham Drive  
Little Rock, AR 72212  
Mailstop: 1170-B1F01-1123  
Attention: Designated Copyright Agent  
By e-mail: [copyright@windstream.net](mailto:copyright@windstream.net)

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with our Designated Copyright Agent at the address noted above. The counter notification must provide the following information:

- Physical or electronic signature of the subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- The subscriber's name, address, telephone number and e-mail address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.



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# Privacy Policy

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**OfficeSuite UC® Terms and Conditions Schedule**

In addition to the Service Agreement between WIN and Customer, including any document incorporated by reference therein (collectively the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the OfficeSuite UC® service (the "Service") provided to Customer by WIN. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **Customer Obligations.** The following obligations apply to provision of the Service:

- (a) In the event that Customer provides its own LAN switches in conjunction with the OfficeSuite phones and equipment Customer must provide a fully switched 100 Mb/s Ethernet LAN or better without hubs, with CAT5 wiring or better throughout, and provide LAN ports and 115 v receptacles for all phones and customer premises equipment ("CPE"). Each computer must have a network interface controller ("NIC") card installed, and Customer must supply and install a NIC card if missing. WIN does not support Customer's computers or local area network ("LAN") unless contracted separately via Professional Services Agreement. Further, WIN does not connect computers and/or switches to the CPE nor configure computers to work on a network.
- (b) The port capacity of the switch must accommodate Customer's LAN, as well as the handsets provided as part of the Service that are to be connected and any other devices running on this LAN segment, including servers, printers, standalone computers, etc.
- (c) If necessary, WIN will make commercially reasonable efforts to have the CPE installed at a specific location at the site (i.e. the demarc location). However, cross-connect(s) between WIN and Customer's cross-connect block is not included.
- (d) If Customer orders a Power over Ethernet ("PoE") switch, configuration of Customer's virtual LAN by WIN will constitute professional services separate from this Schedule and a separate order must be made pursuant to the Agreement. Note that WIN-provided Ethernet switches include PoE.
- (e) When ordering a switch (es) with OfficeSuite, upon Customer request, WIN will provide two (2) VLANs per switch (es) with the following configurations: (i) one (1) VLAN for data (typically VLAN 1), and (ii) one (1) VLAN for voice (VLAN 150). Any other configuration is the responsibility of the Customer or can be provided by WIN via a separate professional services agreement. (Not all switches apply)

2. **Wi-Fi Adapter Requirements.** Customer must have an existing Wi-Fi network with sufficient available bandwidth. Appropriate routing or DHCP/IP addressing must be in place from the wireless network either to the Internet (if Customer is providing access) or to the main voice LAN of the WIN router (if WIN is providing the access pursuant to the Agreement). Customer must have one or more LANs that share a single Internet connection at each location. No more than ten (10) adapters per wireless network are allowed. Customer must provide WIN with its SSID and password. Additionally:

- (a) Maximum wireless signal rates are derived from IEEE standard 802.11 specifications.
- (b) Actual data throughput will vary.
- (c) Network conditions and environmental factors, including volume of network traffic, building materials and constructions, and network overhead, may lower actual data throughput rates and may affect voice quality.
- (d) Wi-Fi Adapter service is not available in medical facilities, schools or emergency services (such as police, fire or ambulance).

3. **Contact Center Services.** Call recordings made as part of the Contact Center Services are available for a rolling thirty (30) day period. Customer receives the first five (5) hour block of storage free and will be billed monthly at \$10 per GB of capacity used to store call recordings. Call recordings for Extension Call Recording are also available for a rolling thirty (30) day period. Customer will receive the first 1GB of storage for Extension Call recordings free, and will then be billed monthly at \$10 per GB of capacity used to store call recordings. Thirty (30) days after the Service and/or Agreement has terminated, or Customer's subscription for OfficeSuite UC Contact Center Services is cancelled, WIN is under no obligation to store Customer's recording data.

4. Sale of OfficeSuite UC Services is contingent upon Customer subscribing to WIN's local, regional, long distance services for a minimum quantity of One (1) Seat and subscribing to these services throughout the full service term. In addition to any other remedies available pursuant to the Agreement, WIN reserves the right to charge Customer an additional price per minute for excessive or unreasonable use of WIN's long distances services.

5. OfficeSuite® calling plans include packages of local, regional and nationwide calling, as well as calls to Canada, Puerto Rico and the U.S. Virgin Islands. Calls in excess of 150,000 minutes per site per month shall be charged an overage rate in accordance with the rates noted on the Agreement. International calls will be charged at a per minute rate per WIN's standard international rates located at: <http://www.tariffs.net/windstream/>.

6. **Handsets.** The following applies to handsets provided by WIN as part of the Service:

- (a) Repair and Replacement Coverage. WIN-owned handsets that are provided as part of the Service include repair and replacement coverage for the duration of the Term. Handsets purchased by the Customer from WIN include repair and replacement coverage for one (1) year from the start of the Term. WIN's obligation to repair or replace defective handsets is conditioned upon: (i) Customer returning the handsets to WIN, and (ii) the handsets not being damaged beyond reasonable wear and tear, or through fault of the Customer.
- (b) Restocking Fee (for WIN-owned handsets only). A fee will be assessed on each WIN-owned handset provided as part of the Service ("Restocking Fee") that is returned prior to expiration of the Term for any reason other than as part of the repair and replacement coverage outlined in subsection (a) above in accordance with the following schedule:

| Months Remaining in Term | Restocking Fee Per Phone |
|--------------------------|--------------------------|
|--------------------------|--------------------------|

|                              |       |
|------------------------------|-------|
| More than twelve (12) months | \$149 |
| Twelve (12) months or less   | \$99  |

If returned handsets are accompanied by a Term renewal, the following Restocking Fee schedule will apply:

| Months Remaining in Term              | Restocking Fee Per Phone |
|---------------------------------------|--------------------------|
| More than eighteen (18) months        | \$149                    |
| Eighteen (18) to thirteen (13) months | \$99                     |
| Twelve (12) to four (4) months        | \$49                     |
| Three (3) months or less              | \$0                      |

Customer will not be charged for standard shipping and return shipping for replaced handsets. In the event Customer has returned any handsets prior to the expiration of the Term and WIN provides replacement handsets, Customer shall be responsible for installation. Any dispatch for installation of replacement phones by WIN is subject to additional charges.

Customer acknowledges that Windstream may lease the Equipment from, or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request.

7. **Training.** WIN will make the following training available to Customer at the rates outlined below:
  - (a) On-boarding Training for new OfficeSuite UC Customers: Each location of ten (10) or more users will receive on-boarding training delivered free of charge via webinar and audio bridge for Administrators and End Users of the system. Smaller sites may join the training sessions for larger sites or participate in free general training sessions available at [www.windstreamenterprise.com](http://www.windstreamenterprise.com). Additional training may be purchased at a rate of \$99 per session.
8. **Support.** Customer's Tenant Administrator is provided with sixty (60) days of support via the toll-free support line 888-623-VOIP (8647) at no additional charge. After this sixty (60) day support period, any calls into the support line for functions that can be performed by the Tenant Administrator via the OfficeSuite UC® portal will be billed \$40 for the first thirty (30) minutes plus \$25 per fifteen (15) minute period thereafter.

## SD-WAN Service Terms and Conditions Schedule

In addition to the Service Agreement between WIN and Customer, including any document incorporated by reference therein (collectively the “Agreement”), of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Software Defined WAN (“SD-WAN”) Services provided to Customer by WIN. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement.

1. **Use of the SD-WAN Services and Equipment.** Customer may install any Equipment solely for the purposes of accessing and using the SD-WAN Service during the Term of the Agreement. Any equipment owned and installed by WIN as part of the SD-WAN Services remains the property of WIN; Customer may not sell, lease, abandon or give away the Equipment, allow anyone other than WIN or its third party vendor to service the Equipment, or allow any third party to use the Equipment, other than on Customer’s behalf in connection with its use of the SD-WAN Service. Customer agrees not to disable or defeat any capacity-limiting feature of the Equipment, or otherwise use the Equipment at a greater capacity rate than the rate contracted-for. Further, Customer agrees not to use the Equipment with any unsupported hardware or software or use the SD-WAN Service other than as prescribed by this Agreement and any supporting documentation or for any unlawful purpose.

2. **Wireless Overages.** WIN will provide pooled wireless capacity to customers that select cellular wireless service as a secondary access method. Unless otherwise agreed, Customer will be charged for usage in excess of such pooled capacity at \$0.10 per MB. Such overages will be billed in arrears and may be charged up to six (6) months after the overage occurs.

3. **No Life Support.** The SD-WAN Service is not designed, intended, authorized or warranted for use or inclusion in life support, nor in life endangering applications where failure or inaccuracy might cause death or personal injury. Any such use or inclusion by Customer is solely at Customer’s own risk.

4. **Use of Customer Data.** RESERVED

5. **No Proprietary Rights.** Except as explicitly set forth elsewhere in the Agreement, Customer does not acquire any rights in or license to any component of the SD-WAN Service or any intellectual property rights thereto. In addition to the restrictions set out in Section 8 (**WIN-Provided Software**) of the Agreement, Customer shall not, and shall not encourage any third party to, remove, alter, or obscure in any way the proprietary rights notices (including copyright, patent, and trademark notices and symbols) of WIN or its third party vendors providing components of the SD-WAN Service affixed or contained on or within any Equipment.

6. **Changes.** Customer acknowledges that WIN or its third-party vendor may change the SD-WAN Service and/or Equipment, either by physical replacement or by remote changes to any software or firmware provided as part of the SD-WAN Service, at any time. WIN and its third-party vendors will use commercially reasonable efforts to ensure such changes do not detrimentally impact the SD-WAN Service.

7. **Limited Warranty - Equipment.** WIN will provide Equipment as part of the SD-WAN Service. This equipment may or may not be from a third-party vendor. The following limited warranty shall apply to such Equipment only:

WIN WARRANTS THAT THE EQUIPMENT SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP (THE “EXCLUSIVE WARRANTY”) FOR A PERIOD OF ONE (1) YEAR FROM THE EARLIER OF: (A) THE DATE OF DELIVERY OF THE EQUIPMENT TO CUSTOMER, OR (B) THREE (3) MONTHS AFTER DELIVERY OF THE EQUIPMENT TO WIN BY THE THIRD-PARTY VENDOR. WITH RESPECT TO THE EQUIPMENT, THE EXCLUSIVE WARRANTY SHALL APPLY ONLY TO THE EXTENT IT HAS BEEN INSTALLED, USED AND MAINTAINED IN THE CONDITIONS SPECIFIED IN THE AGREEMENT AND SUPPORTING DOCUMENTATION, IN ABSENCE THEREOF, AT LEAST IN CONDITIONS CONSISTENT WITH GENERALLY ACCEPTED PRACTICES FOR THIS TYPE OF PRODUCT; AND NOT BEEN SUBJECT TO ANY UNAUTHORIZED MODIFICATION OR REPAIR OR ATTEMPTS THERETO; AND NOT BEEN CONNECTED TO OR USED IN COMBINATION WITH OTHER INCOMPATIBLE EQUIPMENT OR SYSTEMS. IF ANY EQUIPMENT FAILS TO MEET THE EXCLUSIVE WARRANTY, THEN UPON CUSTOMER’S WRITTEN REQUEST TO WIN, WIN SHALL, AT WIN’S SOLE OPTION AND EXPENSE, PROMPTLY EITHER REPAIR OR REPLACE THE EQUIPMENT IN QUESTION.

**Unified Communications as a Service and Virtual PBX / HSIA for Hospitality**  
**Terms and Conditions Schedule**

In addition to the Service Agreement between WIN and Customer, including any document incorporated by reference (collectively the "Agreement"), of which this Schedule is a part, Customer agrees that the following terms and conditions also apply to High Speed Internet Access ("HSIA") guest network support services and related professional services, Unified Communications as a Service ("UCaaS") services and Virtual PBX for Hospitality Rental Equipment ("Equipment") and Maintenance services ("Maintenance") (for convenience, these services will be referred to herein collectively as the "Services") provided to Customer by WIN. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. In the event of a conflict between the terms of the Agreement and this Schedule, this Schedule shall control with respect to the Services described herein only. The parties agree as follows:

**1. SERVICES; BILLING AND PAYMENT.**

Customer will be billed in accordance with any statements of work (SOW(s)) and/or the Agreement, and is responsible for paying for all charges that apply to the Services ordered on the SOW(s) and/or the Agreement or used on a per-use basis by Customer, including items such as features, installation, labor or other items specified on the SOW(s) and/or the Agreement. WIN will include any additional costs that apply to the sale and use of Services in the SOW. WIN will bill Customer monthly for the Services, commencing at such time as Customer has accepted the Services as being satisfactory and in compliance with all specifications and operational at a site level (the "Acceptance Date"). All bills are due and payable net 45 days from receipt. Charges for Services provided under this Schedule will be contained in the invoice(s) issued by WIN, will be listed separately from other charges, and will be identified as being assessed by a WIN affiliate authorized to provide the Services.

Unless an addendum provides otherwise, twenty-five percent (25%) of all non-recurring charges, if applicable, shall be paid by Customer on the Effective Date. The remaining seventy-five percent (75%) of the non-recurring charges shall be invoiced upon completion of the first location or phase of the project and paid within forty-five (45) days of the invoice date.

WIN agrees to provide Customer with the Services as described more fully in the SOW and Equipment Listing, which are each attached hereto and are hereby incorporated by reference.

Services will be billed based upon the counting methodology for the various features / licenses used as shown in the below tables:

**Subscriptions that are tracked/billed based on count of provisioned stations**

| UCaaS Subscriptions | Tracking Methodology | Unit of Measure      |
|---------------------|----------------------|----------------------|
| Basic IP Telephone  | Configured User      | Provisioned Stations |
| ACD Agent           | Configured User      | Provisioned Stations |
| Cloud Entry UC      | Configured User      | Provisioned Stations |
| Cloud Standard UC   | Configured User      | Provisioned Stations |
| Cloud Premium UC    | Configured User      | Provisioned Stations |

| CCaaS Subscriptions   | Tracking Methodology | Unit of Measure      |
|-----------------------|----------------------|----------------------|
| Voice Agent           | Configured User      | Provisioned Stations |
| Multimedia Agent      | Configured User      | Provisioned Stations |
| HvPBX Guest IP/Analog | Configured User      | Provisioned Stations |
| HvPBX Lobby IP/Analog | Configured User      | Provisioned Stations |

**2. MONTHLY SUBSCRIPTION MOVES, ADDITIONS AND DELETIONS.**

WIN hereby grants Customer the irrevocable, royalty-free, non-exclusive license to utilize the Services. Subject to applicable fees, with regard to UCaaS and/or vPBX Services, Customer may move, reallocate or re-assign any licenses from one of its locations to another of its locations specified herein. Customer may decrease the number and user allocation of license bundles to which it has subscribed at any time during the course of the Term without penalty. Customer may add user licenses for the Services to which it has subscribed at any time during the course of the Term, at the same per unit prices set forth in this Schedule. At any time during the course of the Term Customer may also add



new user license types, not originally subscribed to in the Agreement, at the per unit prices set forth in the Rates and Charges Section 22 of this schedule. For all Services, any changes that require WIN to provide on-site assistance are subject to labor charges as specified in Section 16 of this Schedule, but only upon the express written approval of the Customer.

a. Customer Administration. WIN is providing Customers system level access to their UCaaS instance, above and beyond standard user configurations. It is possible that Customer-initiated changes could adversely impact the operations and performance of their UCaaS solution. Should such a situation arise, the Customer would engage WIN at the corresponding labor rates listed in Section 16 and WIN will respond in accordance with Section 14 to resolve the issue.

b. Hardware Restocking Fee. In the event hardware (e.g. phones, gateways, switches, etc.) is ordered in support of the move, addition, or change, Customer acknowledges that they are responsible for the cost of that hardware.

**3. BUSINESS DOWNTURN.** At any time after the first year of the Term, WIN agrees that it will reduce the MRC for Services if and to the extent that Customer's usage decreases as a result of a material downturn in the Customer's business or the sale or consolidation of Customer's business units, which either or both events cause a significant reduction in Customer's need for the Services provided hereunder, as set forth in a letter of the Chief Information Officer or State Purchasing Director requesting such reduction. The total reduction to the MRC shall be based upon the percentage reduction in employees of Customer between the date hereof and the date of such letter request, provided, however, that such reduction shall in no event exceed ten percent (10%) of the original MRC. Customer may only invoke this clause one time during the Term. Notwithstanding anything herein to the contrary, reduction to the MRC must pass WIN's profitability standards, and shall not alter Customer's obligations to purchase Services for the Term in any other respect.

**4. TERM AND RENEWAL.** This Schedule is effective on the date identified on the Agreement ("Effective Date") and will continue for the term set forth in the Agreement from the Acceptance Date until either terminated pursuant to the provisions below or replaced with a new Schedule (the "Term"). Upon expiration of the Term, this Schedule the Parties shall have the option to renew for successive one-year terms (each, a "Renewal Term").

## TERMINATION. RESERVED

### 5. EARLY TERMINATION CHARGES. RESERVED

**6. TITLE.** WIN retains rights, title and interest in and to the Equipment rented to Customer pursuant to this Schedule.

### 7. CUSTOMER RESPONSIBILITIES

a. Conditions of Premises. Customer warrants that, to the best of Customer's knowledge at the time, the premises and conditions to be encountered by WIN at the premises and in areas where work is to be performed shall: (i) be in compliance with all applicable laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose WIN representatives to hazardous materials or substances. Customer agrees, at its sole expense, to maintain a suitable environment in which the Equipment can operate, including but not limited to, the necessary space to accommodate the Equipment and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.

b. Implementation Readiness. Customer will promptly review the SOW provided by WIN and prepare for the Services implementation. If implementation of the Services is not feasible, or Customer's cost to upgrade its network to a level required for the Services implementation are not acceptable to the Customer, Customer will promptly notify WIN before implementation commences. If Customer requests additional design and/or engineering of the Services, Parties shall agree to a SOW for such additional design and/or engineering.

\* IMPORTANT IMPLEMENTATION INFORMATION: Implementation includes Installation, Programming, Configuration, Project Management, and Training. Further details including payment requirements will be provided in the Scope of Work (SOW) document.

**If AMORTIZED Option is Selected: RESERVED**

**If UP-FRONT/NON-RECURRING Option is Selected: RESERVED**

c. End Users. Customer agrees that the following number of end users will be enabled for UCaaS and/or vPBX Services by the date intervals in the chart below:

| Number of end users in the aggregate | Percentage of aggregate end users to be installed within 120 days after 1st location is enabled | Percentage of aggregate end users to be installed within 240 days after 1st location is enabled |
|--------------------------------------|---|---|
| 1,000 or less                        | 45%   | 90%   |
| 1,001 - 5,000                        | 45%   | 90%   |
| 5,001 - 10,000                       | 40%   | 75%   |
| 10,000+                              | 35%   | 70%   |

**8. DELIVERY.** WIN shall use commercially reasonable efforts to begin Equipment delivery prior to the scheduled installation date. If WIN is unable to complete delivery and installation within sixty (60) days of WIN's circuits being installed and tested clean at each location, and solely for reasons beyond Customer's control or due to force majeure, CUSTOMER MAY CANCEL THE SERVICES PROVIDED UNDER THIS SCHEDULE AND WIN SHALL ACCEPT THE RETURN FROM CUSTOMER OF ALL RENTED EQUIPMENT, CUSTOMER RETAINS ALL OTHER REMEDIES AVAILABLE IN THE AGREEMENT.

**9. INSTALLATION AND CONFIGURATION.** If applicable, WIN will provide installation and configuration services as described in the service order(s) to the Agreement.

**10. LIMITED WARRANTY.**

**A. EQUIPMENT.** All assignable manufacturers' warranties applicable to Equipment will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment. Any extended warranty available from the manufacturer of such Equipment may be made available to the Customer.

**B. MAINTENANCE.** All Maintenance performed by WIN is described in the applicable SOW and is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such Maintenance is provided. Customer retains the right to all remedies available under the Agreement. The Oklahoma Statutes of Limitations apply to all actions under the Agreement

**11. RESERVED**

**12. USE OF EQUIPMENT.** Customer agrees that this Schedule shall not grant Customer any property rights in any of the Equipment. Customer shall use the Equipment solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. WIN shall be entitled to inspect the Equipment at reasonable times with reasonable notice of at least thirty (30) days and under the supervision of the Customer. WIN may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of WIN, Customer shall not assign, lend, pledge, transfer, or sublease the Equipment, permit to exist any security interest, lien or encumbrance with respect to any of the Equipment. Lessor shall insure the Equipment. The cost to insure the Equipment shall be included in the Rent. With respect to the Equipment, (i) Lessor shall be responsible for its liability and shall not look to Lessee for recovery of any kind and (ii) Lessee shall be responsible for its liability as required under the Oklahoma Governmental Tort Claims Act (OGTCA), 51 O.S. § 151, et seq. and shall not look to Lessor for recovery of any kind.. Customer acknowledges that WIN may lease the Equipment from or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") pursuant to the assignment clause in Attachment B of the Agreement. . Customer hereby for the duration of the Agreement authorizes WIN and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain WIN's and/or Lessor's interest in the Products.

**13. END USER LICENSE AGREEMENT. RESERVED**

**14. UNAUTHORIZED USE OF SERVICES. RESERVED**

**15. MAINTENANCE SERVICES.** WIN may provide routine diagnostic and maintenance services on the Equipment, as follows:

**A. MAINTENANCE TERMS - COMPLETE:**

- a. Equipment shall be defined as On-Site WIN managed and provided telephones, telephone phone parts, Mitel gateways, and Audiocodes gateways only.
- b. WIN shall inspect the Equipment on an annual basis and provide such maintenance as it determines necessary to keep the Equipment operating in good working order, ordinary wear and tear expected. Maintenance shall include the labor required to maintain, repair or replace parts which have become defective through normal wear and usage. Unless otherwise noted herein or in any document incorporated by reference, Maintenance does not cover the cost to replace Terminals unless such replacement is required due to normal wear and usage.
- c. Maintenance Service includes upgrading software versions, as necessary during the life of the contract term.
- d. Customer shall provide supervised VPN access at Customer's sole discretion and at a time determined by the Customer at the location where the Equipment is housed to enable WIN to provide remote support.
- e. RESERVED
- f. WIN shall provide support for Customer's Equipment both remotely and on-site, 24 hours a day, 7 days a week, including Holidays.

**B. REMOTE MONITORING:**

- a. Equipment covered by this Schedule will be monitored 24x7, 365 days a year by a WIN representative. WIN will respond to issues identified from remote monitoring within two (2) hours after receiving the notification. WIN will provide commercially reasonable efforts to resolve the Equipment malfunction remotely and will dispatch a WIN representative on-site to resolve the malfunction, if required. Should said dispatch result in time and material charges to Customer, WIN will notify Customer prior to dispatch to request approval.
- b. Should Customer request WIN to perform changes to the Equipment, WIN reserves the right to fulfill the request remotely when possible. Only upon written request of the Customer if WIN performs the task remotely, Customer will be billed for the time and material unless the request is determined to be the result of Equipment failure. All on-site Customer written requests for technical assistance with programming or technical changes will also be handled on a time and materials basis and will be billable.
- c. WIN shall not be liable for inability to provide remote monitoring should Customer not provide WIN access to Equipment, including, but not limited to, (i) Customer's failure to provide valid password(s), (ii) Customer not maintaining network access to Equipment, or (iii) Customer not maintaining additional parts/equipment required to access its network.

**C. SYSTEM FAILURE AND RESPONSE TIMES:**

- a. WIN provides guaranteed response times to Customer for major and minor malfunctions. WIN shall use commercially reasonable efforts to respond to major malfunctions originating in the Equipment within four (4) hours after receiving notice of such malfunction from Customer or of becoming aware of such malfunction. For minor malfunctions, WIN shall use its commercially reasonable efforts to respond to malfunctions originating in the Equipment within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 a.m. to 5 p.m. of Customer's applicable local time zone and excludes holidays observed by WIN ("Holidays").
- b. Malfunction levels are defined as below:
  - i. Major - System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks, failure of the attendant console, and/or voicemail.
  - ii. Minor - All other failures not defined as a Major failure.

- c. Guaranteed response times commence at the time that Customer reports a problem to WIN.
- d. Response times referenced in this Section 14.C. apply specifically to malfunctions of the Equipment. Any malfunctions deemed to be caused by network connectivity to the Equipment, where such connectivity is provided by another service provider are outside of the scope of this Schedule.

#### **D. PARTS.**

- a. WIN shall furnish all parts as outlined in the documents incorporated by reference. Repair and/or replacement parts will be offered to Customer in new or like new condition and will be the functional equivalent of the new or defective part being replaced.
- b. WIN shall not be obligated to replace Equipment damaged by :
  - i. Fire, explosion, power irregularities, power surges or acts of God (including, but not limited to, earthquakes, rain, floods or lightning);
  - ii. Customer's failure to follow applicable operations, maintenance or environmental requirements described in any of the manufacturer's manuals or product bulletins;
  - iii. Mishandling, abuse, misuses or damage to the Equipment by Customer or any other party not authorized by WIN.

**E.** If persons other than those employed or contracted by WIN shall repair, modify or perform any maintenance service on any Equipment, or if Customer fails to maintain the Equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further Maintenance by WIN are required to restore the Equipment to good operating condition or the Equipment needs to be replaced, such further Maintenance or replacement Equipment charges shall be billed to Customer at WIN's time and materials rates in 17 (c) below. Customer must notify WIN in the event that Customer re-locates the Equipment to any Service location other than the Service location where the Equipment was initially installed. At Customer's request WIN will use commercially reasonable efforts to provide services to Customer at such other location or facility.

#### **16. RETURN POLICY.**

**A. DURING CONTRACT TERM.** When Customer is required to return any Equipment to WIN for warranty service, Customer agrees to obtain WIN's concurrence prior to returning any Equipment for repair or replacement and must reference any return material authorization number ("RMA") issued by WIN on documentation accompanying such returned Equipment. Customer further agrees to ship such Equipment at WIN's expense, suitably packaged to a location designated by WIN. WIN will return to the Customer any repaired or replaced Equipment at WIN's expense. WIN is responsible for loss of, or damage to, the Equipment while it is a) in WIN's possession or b) in transit back to Customer or c) in transit from the Customer to WIN. The replacement Equipment may not be new but will be in working order and equivalent to the Equipment exchanged as determined in good faith by WIN. Customer agrees to ensure that any returned Equipment is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Equipment are genuine and unaltered.

**AT END OF TERM.** Customer shall be solely responsible for the return of Equipment to WIN, upon expiration or termination of the Agreement or this Schedule, in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by WIN.

#### **17. WIN SERVICES. - Moves, Adds Changes & Project Based Work**

**A.** Should Customer require WIN to perform MACD (Moves, Adds and Changes) not covered under the standard system maintenance, WIN will apply the below Time and Materials Charges to perform that work. WIN will advise Customer of any charges prior to commencing and completing that work with a Time and Material Cost Statement of Work. Customer can provide WIN a list of authorized personnel who can in writing request and authorize that work. (Examples of MACDs include Provide guidance relative to technical consulting, implementation of new features, phone system or voice mail administration, call center vectoring, agent and user configuration changes, button programming, addition or deletion of features/users, and simple administration of applications of Mitel enterprise products)

**B.** From time to time, Customer may request in writing that WIN to perform work that is "project based" - under this scenario WIN will provide Customer with a Scope of Work and price to complete. Examples of Project Based work include, but are not limited to, implementing a new location.

**C.** WIN's ability to install the Equipment and/or complete any MACD ordered by Customer may depend upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.

#### **D. RESERVED**

**E.** Services Rates and Minimum Increments. For any remote or dispatch MACD performed by WIN during Normal Business Hours, Customer acknowledges and agrees to pay WIN at the following rates and increments. For any MACD Service performed outside Normal Business Hours, Customer agrees to pay WIN 1.5 times the current WIN hourly rate listed above, but only at Customer's written request and acknowledgment.

**F.** Items that are included as part of the UCaaS and/or vPBX support that would not be billed as a separate Time and Material Charge include Software updates associated with WIN's UCaaS and/or vPBX infrastructure, Bug Fixes, Patches, Service Packs - any regular updates from the manufacturer in support of existing software to fix known problems, "In Release" software updates - AKA "dot releases" or "minor releases" (going from 5.1 to 5.2 of software is covered), Major software updates are included as well, 3 year term agreements include 1 major upgrade and Security Updates

| Type                        | Hourly Rate | Minimum | Increment  |
|-----------------------------|-------------|---------|------------|
| Voice Technician - Remote   | \$110.00    | 1 Hour  | 15 Minutes |
| Voice Technician - Dispatch | \$110.00    | 1 Hour  | 30 Minutes |
| Data Engineer - Remote      | \$150.00    | 1 Hour  | 15 Minutes |
| Data Engineer - Dispatch    | \$150.00    | 1 Hour  | 30 Minutes |



|                       | Trip Charge | Minimum Time | Rate     |
|-----------------------|-------------|--------------|----------|
| Remote                | N/A         | 1 Hour       | \$110/hr |
| Onsite                | Waived      | 2 Hours      | \$110/hr |
| <b>HSIA SOLUTIONS</b> |             |              |          |
|                       | Trip Charge | Minimum Time | Rate     |
| Remote                | N/A         | 1 Hour       | \$150/hr |
| Onsite                | Waived      | 2 Hours      | \$150/hr |
| PSO (Tier 3 Support)  | Waived      | 2 Hours      | \$150/hr |

Regular Hour Rate: 8a - 5p, Monday-Friday, Local Customer Time

Overtime Rate: Regular rate x 1.5 | 5:01p - 7:59a, Monday-Friday and Weekends

Holiday Rate: Regular rate x 2

All work billed in 30 minute increments after initial minimum is met.

**18. INSIDE CABLING.** Customer acknowledges and agrees that WIN shall utilize Customer's existing cables and jacks unless both parties otherwise agree. If WIN is required to perform work on Customer's existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay WIN on a commercially reasonable time and material basis based on the rates listed above after notifying Customer and obtaining Customer's permission in writing.

**19. NETWORK ASSESSMENT.** WIN recommends that Customer obtain a Network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that WIN is expressly not liable for any voice quality issues if Customer failed to have performed a Network assessment from a qualified provider.

**20. REMOTE USERS SUPPORT.** Customer agrees that WIN will support all off net, home or "road warrior" VoIP access to voice customer premise equipment on a time and materials basis based on the rates listed above due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. WIN simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.

**21. CUSTOMER PROVIDED DEVICES.** Customer agrees that it shall not add any unnecessary equipment or devices to its WIN provided systems other than the Equipment provided hereunder and equipment used or required by customer systems and architecture, without the prior written consent of WIN, which consent will not be unreasonably withheld. WIN shall have no obligation to support such devices or any system design not installed and implemented by WIN. WIN reserves the right to determine what, if any, programming access Customer shall be provided to the phone system.

**22. THIRD-PARTY APPLICATIONS.** WIN shall have no obligation to support such applications or any system design not installed and implemented by WIN. Additionally, Customer acknowledges that support of any agreed upon 3rd party applications may require Customer to maintain a separate support plan with such 3rd party vendor. Customer agrees that WIN shall not be liable for inability to provide Services in those instances where escalation to a 3rd party vendor is required to address an issue, and Customer failed to maintain a support plan with the applicable 3rd party vendor.

## **23. RATES AND CHARGES RESERVED**





**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS**

**SOLICITATION NO. 0900000550**

**ANY EXCEPTIONS NOT LISTED BELOW ARE REJECTED  
RESERVED**



**Attachment F-1 to  
STATE OF OKLAHOMA CONTRACT WITH  
PENSION TECHNOLOGY GROUP, LLC  
RESULTING FROM SOLICITATION NO. 0900000556**

**Template for Contract Modifications for Quotes, Statements of  
Work, or other Ordering Documents**

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

## Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

| RFP Section | Exception/Additional Terms |
|-------------|----------------------------|
|             |                            |

**STATE OF OKLAHOMA**  
**by and through the**  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**PENSION TECHNOLOGY GROUP, LLC**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Information Security Requirements**

### **1. General Information Security Requirements**

- a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
- b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
- c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
- d. Contractor or its subcontractors agree to adhere to the State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at: <https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf>.

### **2. HIPAA Requirements**

- a. Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
- b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor’s security compliance as it pertains to this contract.
- c. Business Associate Terms Definitions:
  - i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate’s workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

- ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
  - iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
  - iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
  - v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.
- d. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:
- i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
  - ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
  - iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
  - iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
  - v. make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
  - vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
  - vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

- viii. report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;
- ix. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;
- x. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;
- xi. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI;
- xii. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;
- xiii. make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;
- xiv. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available

- to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;
- xv. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and
  - xvi. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.
- e. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:
- i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;
  - ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;
  - iii. disclose PHI to report violations of law to appropriate federal and state authorities; or
  - iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;
  - v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;

- vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].

f. Obligations of Covered Entity

- i. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.
- iii. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.
- iv. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

g. Term and Termination:

- i. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
  - (1) retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (2) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
  - (3) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
  - (4) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and
  - (5) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- ii. All other obligations of Business Associate under this Agreement shall survive termination.

- iii. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).

h. Miscellaneous Provisions:

- i. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
- iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.
- iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
- v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
- vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to these revised obligations. The parties agree to amend



this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

**3. 42 C.F.R. Part 2 Related Provisions**

- a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
  - i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;
  - ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of any kind;
  - iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
  - iv. Agrees to use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).
  - v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a

- report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.
- vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;
  - vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;
  - viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;
  - ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
- b. Data Security. The Contractor agrees to maintain the data in a secure manner compatible with the content and use. The Contractor will control access to the data in compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.
  - c. Data Destruction. Contractor agrees to follow State of Oklahoma agency policies regarding secure data destruction.
  - d. Use of Information. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.
  - e. Redisclosure of Data. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

#### **4. Federal Tax Information Requirements IRS Publication 1075**

- a. PERFORMANCE: In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:
  - i. All work will be performed under the supervision of the contractor.
  - ii. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The

contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

- iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- vii. All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

- xii. For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.
- xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

**b. CRIMINAL/CIVIL SANCTIONS**

- i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.
- ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- v. Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s

- security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- c. **INSPECTION:** The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

## **5. SSA Requirements**

- a. **PERFORMANCE:** In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- i. All work will be done under the supervision of the contractor or the contractor's employees.
  - ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
  - iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
  - iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
  - v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.

- vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
- vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful access and/or disclosure.
- viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.
- ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.
- x. Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.
- xi. SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.
- xii. SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.
- xiii. If the Contractor must send a computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the

- Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.
- xiv. In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.
- xv. The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.

- b. **CRIMINAL/CIVIL SANCTIONS:** The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act.

The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder.

An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act.

Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.

- i. **Civil Remedies.**

- (1) In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of —

- (a) actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of \$1,000; and
- (b) the costs of the action together with reasonable attorney fees as determined by the court.

- (2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any

time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

- (1) Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(1).
- (2) Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(2).
- (3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than \$5,000. See 5 U.S.C. § 552a(i)(3).

**6. Child Support FPLS Requirements**

- a. Contractor and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 USC 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.
- i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers,



- contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.
- ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

## **7. FERPA Requirements**

- a. In performance of this Agreement, Contractor agrees to comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

## **8. CJIS Requirements**

### **a. INTRODUCTION**

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation ("FBI"), Criminal Justice Information Services (CJIS) Division's CJIS Security Policy ("CJIS Security Policy" or "Security Policy" herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer ("CSO") and the FBI CJIS Division's Audit Staff.

### **b. CJIS SECURITY POLICY REQUIREMENTS GENERALLY**

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information ("CJI"). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency ("CJA") and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the

check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”

c. **DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI AND CERTIFICATION**

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;
2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjissecurity-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.