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**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH COX OKLAHOMA  
TELCOM, 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 ("State") and Cox Oklahoma Telcom, 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 0900000550, Attachment A;
  - 2.2. General Terms, Attachment B;
  - 2.3. Statewide Contract Terms, Attachment C;
  - 2.4. Information Technology Terms, Attachment D;
  - 2.5. Negotiated and revised portions of the Bid, Attachment E
    - i. Pricing and Costs, Attachment E-1
    - ii. Cox General Terms, Attachment E-2;
    - iii. Cox Service Order Templates, Attachment E-3
    - iv. Cox Additional Terms, Attachment E-4
    - v. Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services SLA, Attachment E-5;

- vi. Cox Business Internet SLA, Attachment E-6;
  - vii. Cox Fiber Internet SLA, Attachment E-7;
  - viii. Cox Optical Internet SLA, Attachment E-8;
  - ix. Cox Dark Fiber Lease Repair SLA, Attachment E-9;
  - x. Cox LightWave Service SLA, Attachment E-10;
  - xi. Cox Metro-Ethernet and CloudPort SLA, Attachment E-11;
  - xii. Cox MPLS IP-VPN SLA, Attachment E-12;
  - xiii. Cox Managed WiFi Packages SLA, Attachment E-13;
  - xiv. DDos Mitigation Terms and Conditions, Attachment E-14; and
  - xv. Template Business Associate Agreement, Attachment E-15.
- 2.6. Negotiated Exceptions to Contract, Attachment F.
3. 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.
4. Supplier's current voicemail platform/solution included in the Services under this Contract is compliant with Health Insurance Portability and Accountability Act (HIPAA) (See Attachment E-15) and is compliant with applicable law, however Supplier's voicemail platform/solution included in the Services is not compliant with any other federal compliance regulations and requirements set forth under the Contract Documents, including but not limited to, IRS Publication 1075 and Criminal Justice Information Services. Supplier is actively pursuing implementation of a new voicemail platform/solution that may support broader federal compliance requirements. Upon deployment of the new platform, Supplier and State will execute an Amendment to this Contract to update the Contract accordingly to include any such new platform and to reflect any enhanced compliance scope associated with any such new platform. Until such time, Customers shall not utilize the voicemail service for recording or transmitting any information subject to federal compliance regulations and requirements, other than HIPAA.

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

By:   
Dan Cronin (Jul 23, 2025 14:23:16 CDT)

Name: Dan Cronin  
 Title: State CIO/CTO  
 Date: 07/23/2025

**COX OKLAHOMA TELCOM, LLC**

By: 

Name: MARK GREATREX  
 Title: PRESIDENT  
 Date: JULY 16<sup>TH</sup> 2025

**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**

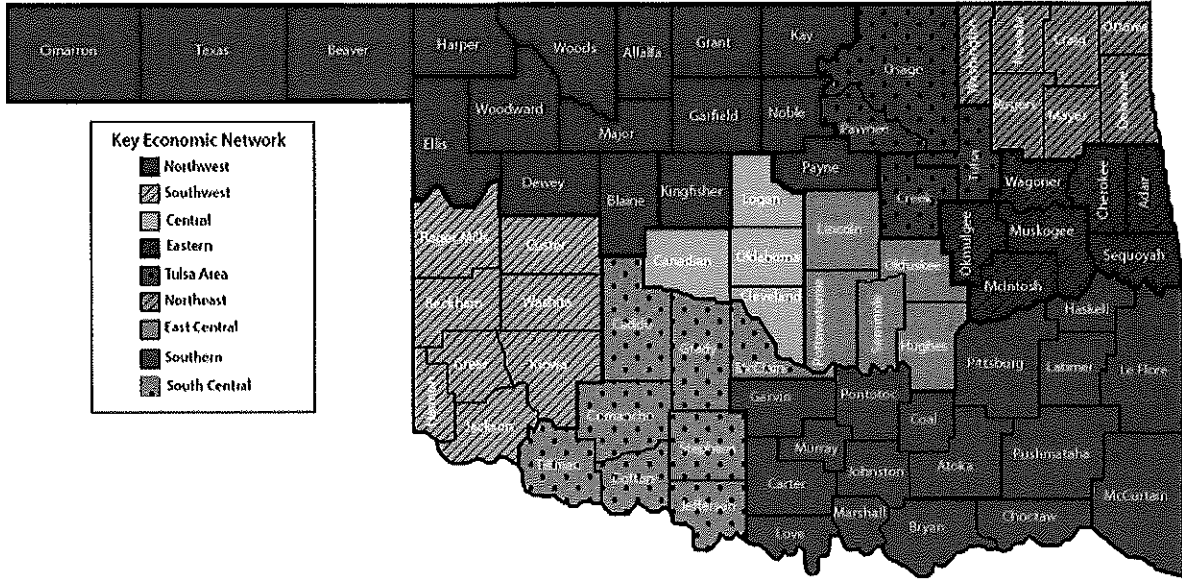
The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The

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 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.

09/01/2020

## 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 –
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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 Protection and Information Integrity
Policy Area 11	Formal Audits
Policy Area 12	Personnel Security

SW1014 Telecom 2022

Attachment E-1

Vendor: COX Business

Vendor: Cox Business							
Carrier Services D.1							
Voice Manager	Monthly Recurring Costs	Installation Fees	*Total Costs	Upgrade Costs	KEN		
VoiceManager Essential Package	\$17.00	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Enhanced Package	\$19.50	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Unlimited Package	\$22.00	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Utility Package	\$15.00	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E		
Virtual Number Service - Basic - Flat	\$14.40	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E		
Virtual Number Service - Basic - Flat Nat Num	\$14.40	\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E		
Virtual Number Service - Enhanced - Flat	\$25.00	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E		
Virtual Number Service - Enhanced - Flat Nat Num	\$25.00	\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Virtual Mailbox	\$13.50	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Virtual VM Nat Num	\$13.50	\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Auto Attendant	\$13.50	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E		
VoiceManager Auto Attendant Nat Num	\$13.50	\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E		

Fax to Email	\$8.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
Fax to Email w Nat Num	\$8.00		\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E
***** VoiceManager Features *****						
VoiceManager Sequential Ring	\$2, w/Enhanced and Unlimited \$0		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Series Completion Group	\$2.00		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Group Hunting - Directory	\$2, w/Enhanced and Unlimited \$0		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Group Hunting - Pilot	\$2, w/Enhanced and Unlimited \$0		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Group Hunting - Pilot Nat Num	\$2, w/Enhanced and Unlimited \$0		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Alternate Number	\$5.00		\$0.00			C, EC, Tulsa, NE, E
Cox Service Assurance Plan	\$5.00		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Authorization Codes	\$5.00		\$0.00			C, EC, Tulsa, NE, E
VoiceManager Account Codes	\$5.00		\$0.00			C, EC, Tulsa, NE, E
Voice Utilization Reporting	\$0.00		\$0.00			C, EC, Tulsa, NE, E
***** VoiceManager Unified Communications *****						
VoiceManager Unified Communications	\$4.99		\$0.00			C, EC, Tulsa, NE, E



SmartBill Connect - Premier	\$15.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
SmartBill Connect - Combo	\$30.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
***** VoiceManager One Time Charges & Installation *****				
National Number Activation Fee per TN	\$0.00	\$14.99	\$0.00	C, EC, Tulsa, NE, E
***** Trunk Channel *****				
2 WAY TRUNK CHANNEL	\$10.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
INBOUND TRUNK CHANNEL	\$10.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
OUTBOUND TRUNK CHANNEL	\$10.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
***** Install *****	\$0.00			
Prework PRI	\$0.00	Individual Case Basis		C, EC, Tulsa, NE, E
Extended Area Install	\$0.00	Individual Case Basis		C, EC, Tulsa, NE, E
***** Ancillary Feature *****				
Caller ID Per PRI	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
PRI Flat Rate Channel Option	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
Call by Call Per PRI	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
PRI Turn Up	\$0.00	Individual Case Basis	\$0.00	C, EC, Tulsa, NE, E
Designate No trunk needed	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
***** Account Codes *****				

VALIDATED ACCOUNT CODES	\$5.00		\$0.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
NON-VALIDATED ACCOUNT CODES	\$5.00		\$0.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
*****DID*****						
DID National Number Block - 20 DIDs	\$9.00		\$299.80		Individual Case Basis	C, EC, Tulsa, NE, E
DID National Number - 1 DID	\$0.00		\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E
National Number Activation Fee	\$0.00		\$14.99		Individual Case Basis	C, EC, Tulsa, NE, E
National 911 per DID	\$1.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
DID Per Number Block - 100	\$19.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
DID Per Number Block - 20	\$9.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
SIP						
Flat Rated SIP Trunk Group	\$170.00		\$200.00		Individual Case Basis	C, EC, Tulsa, NE, E
SIP Trunk Flat Rate w Nat Num	\$170.00		\$200.00		Individual Case Basis	C, EC, Tulsa, NE, E
Burstable SIP Trunk Group	\$0.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
No Trunk Needed	\$0.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
***** Feature Package *****						
Cox IP Managed Trunking	\$0.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox IP Managed Personal Mobility	\$5.00		\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
***** SIP Trunking Call Path *****						

SIP Voice Path - 2 Way	\$10.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
SIP Voice Path - In Only	\$10.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
SIP Voice Path - Out Only	\$10.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
SIP Voice Path - Burstable In Only	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
SIP Voice Path - Burstable Out Only	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
SIP Voice Path - Burstable 2 Way	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
***** DID *****					
DID Per Number Block - 20	\$9.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
DID Per Number Block - 100	\$19.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
DID Per Number Block Install	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
DID Per Number	\$5.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
DID Per Number Install	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
***** Ancillary Feature *****					
Unscreened Calling Line ID	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
Registering Edgemarc	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
Extended Area Install	\$0.00	Individual Case Basis	Individual Case Basis	Individual Case Basis	C, EC, Tulsa, NE, E
Designate No trunk needed	\$0.00	\$0.00	\$0.00	\$0.00	C, EC, Tulsa, NE, E
***** Fee *****					

SIP Turn Up	\$0.00	Individual Case Basis		Individual Case Basis	C, EC, Tulsa, NE, E
Pework Sip	\$0.00	Individual Case Basis		Individual Case Basis	C, EC, Tulsa, NE, E
TSP Service Charge per Line/Trunk	\$0.00	Individual Case Basis		Individual Case Basis	C, EC, Tulsa, NE, E
***** Trunk Group Port *****					
5Mb SIP Trunk Group Port - SIP Trunking	\$75.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
20Mb SIP Trunk Group Port - SIP Trunking	\$230.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
50Mb SIP Trunk Group Port - SIP Trunking	\$380.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
100Mb SIP Trunk Group Port - SIP Trunking	\$530.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
1 Gig SIP Trunk Group Port - SIP Trunking	\$850.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
***** Directory Listing *****					
FOREIGN DIRECTORY LISTING	\$6.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
DID INSTALLATION PER NUMBER	\$0.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
IP Centrex					
Professional					
Seat	\$18.00	Individual Case Basis	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
CB SAP(Cox Business Service Assurance)	\$0.00	N/A	\$0.00	N/A	C, EC, Tulsa, NE, E
Select					

Seat	\$14.00	\$0.00		Individual Case Basis	All Regions
<b>IP Centrex Handsets</b>					
<b>***MPP Series ***</b>					
Lease Cisco MPP 6851 IP Phone	\$0.00	\$0.00		Individual Case Basis	All Regions
Lease Cisco MPP 8841 IP Phone	\$0.00	\$0.00		Individual Case Basis	All Regions
Lease Cisco MPP 8851 IP Phone	\$1.95	\$0.00		Individual Case Basis	All Regions
Lease Cisco MPP 6800 KEM	\$1.00	\$0.00		Individual Case Basis	All Regions
Lease Cisco MPP 8800 KEM	\$2.00	\$0.00		Individual Case Basis	All Regions
<b>*** Polycom VVX Series ***</b>					
Lease Polycom VVX 150 IP Phone	\$0.00	\$0.00		Individual Case Basis	All Regions
Lease Polycom VVX 311 IP Phone	\$0.00	\$0.00		Individual Case Basis	All Regions
Lease Polycom VVX 411 IP Phone	\$0.00	\$0.00		Individual Case Basis	All Regions
Lease Polycom VVX501 12 Button Leased	\$2.00	\$0.00		Individual Case Basis	All Regions
Lease Polycom Digital Color KEM	\$2.00	\$0.00		Individual Case Basis	All Regions
<b>*** Panasonic Cordless DECT ***</b>					
Lease Panasonic TGP 600 Handset	\$2.00	\$0.00		Individual Case Basis	All Regions

Lease Panasonic TGP 600 Base	\$2.00	\$0.00	Individual Case Basis	All Regions
Lease Panasonic TGP 600 Repeater	\$3.00	\$0.00	Individual Case Basis	All Regions
*** Polycom Conference Phones ***				
Lease Polycom 5000 IP Conf. Phone	\$5.00	\$0.00	Individual Case Basis	All Regions
Lease Polycom 6000 IP Conf. Phone	\$9.00	\$0.00	Individual Case Basis	All Regions
Polycom Expansion Mic. Kit Lease	\$5.00	\$0.00	Individual Case Basis	All Regions
<b>Advanced Features for IP Centrex</b>				
Call Center	\$0.00	\$0.00	Individual Case Basis	All Regions
Call Center Agents	\$4.99	\$0.00	Individual Case Basis	All Regions
Call Center Supervisors	\$9.99	\$0.00	Individual Case Basis	All Regions
Additional Auto Attendants	\$5.00	\$0.00	Individual Case Basis	All Regions
Additional Hunt Groups	\$5.00	\$0.00	Individual Case Basis	All Regions
TEAMS Voice for IP Centrex	\$2.50	\$0.00	Individual Case Basis	All Regions
<b>*The pricing provided above applies to Cox on-net locations only. Any service location which requires Cox to incur construction or equipment costs, or requires the use of a 3rd party service provider will require pricing on an individual case basis.</b>				





Network Carrier Services D.3						
internet	*Monthly Recurring Costs	Installation Fees	*Total Costs	Upgrade Costs	KEN	
<b>Cox Business Internet</b>						
Cox Business Internet, 50mbps up/10mbps down	\$49.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet, 100mbps up/20mbps down	\$69.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet, 200mbps up/20mbps down	\$109.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet, 300mbps up/30mbps down	\$149.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet, 500mbps up/35mbps down	\$199.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet, 1gbps up/35mbps down	\$299.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet Modem Rental	\$4.99	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Business Internet Modem Gateway(Wi-Fi/Router Combo)	\$9.99	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Additional IP's(per IP)	\$5.00	\$0.00		\$0.00		
<b>Cox Fiber Internet Asymmetrical</b>						
Cox Fiber Internet, 50mbps up/10mbps down	\$49.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Fiber Internet, 100mbps up/20mbps down	\$69.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	
Cox Fiber Internet, 200mbps up/20mbps down	\$109.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E	

Cox Fiber Internet, 300mbps up/30mbps down	\$149.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 500mbps up/35mbps down	\$199.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 1gbps up/35mbps down	\$299.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Business EWAN	\$9.99	\$25.00		Individual Case Basis	C, EC, Tulsa, NE, E
<b>Cox Fiber Internet Symmetrical</b>					
Cox Fiber Internet, 50mbps	\$224.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 100mbps	\$280.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 200mbps	\$343.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 300mbps	\$431.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 400mbps	\$473.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 500mbps	\$550.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 1gbps	\$791.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
Cox Fiber Internet, 2gbps	\$885.00	\$100.00		Individual Case Basis	C, EC, Tulsa, NE, E
<b>Cox Optical Internet</b>					

Cox Optical Internet, 20mbps	Individual Case Basis	\$112.50		Individual Case Basis	\$112.50	All Regions
Cox Optical Internet, 50mbps	Individual Case Basis	\$112.50	\$406	Individual Case Basis	\$112.50	All Regions
Cox Optical Internet, 100mbps	Individual Case Basis	\$112.50	\$601	Individual Case Basis	\$112.50	All Regions
Cox Optical Internet, 200mbps	Individual Case Basis	\$190.00	\$711	Individual Case Basis	\$190.00	All Regions
Cox Optical Internet, 300mbps	Individual Case Basis	\$190.00	\$760	Individual Case Basis	\$190.00	All Regions
Cox Optical Internet, 400mbps	Individual Case Basis	\$190.00	\$851	Individual Case Basis	\$190.00	All Regions
Cox Optical Internet, 500mbps	Individual Case Basis	\$190.00	\$931	Individual Case Basis	\$190.00	All Regions
Cox Optical Internet, 1Gbps	Individual Case Basis	\$190.00	\$1,229	Individual Case Basis	\$190.00	All Regions
Cox Optical Internet, 2Gbps	Individual Case Basis	\$562.50	\$1,638	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 3Gbps	Individual Case Basis	\$562.50	\$1,939	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 4Gbps	Individual Case Basis	\$562.50	\$2,184	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 5Gbps	Individual Case Basis	\$562.50	\$2,398	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 6Gbps	Individual Case Basis	\$562.50	\$2,583	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 7Gbps	Individual Case Basis	\$562.50	\$2,758	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 8Gbps	Individual Case Basis	\$562.50	\$2,912	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 9Gbps	Individual Case Basis	\$562.50	\$3,059	Individual Case Basis	\$562.50	All Regions
Cox Optical Internet, 10Gbps	Individual Case Basis	\$1,125.00	\$3,196	Individual Case Basis	\$1,125.00	All Regions

Cox Optical Internet, 20Gbps	\$4,260	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 30Gbps	\$5,040	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 40Gbps	\$5,681	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 50Gbps	\$6,230	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 60Gbps	\$ 6,720	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 70Gbps	\$7,165	\$ 1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 80Gbps	\$7,574	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 90Gbps	\$7,952	\$1,125.00	Individual Case Basis	All Regions
Cox Optical Internet, 100Gbps	\$8,306	\$1,125.00	Individual Case Basis	All Regions
<b>IP Address Blocks for Fiber</b>				
/30 - 4 IPs (1 usable)	\$0.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
/29 - 8 IPs (5 usable)	\$10.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
/28 - 16 IPs (13 usable)	\$20.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
/27 - 32 IPs (29 usable)	\$30.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
/26 - 64 IPs (61 usable)	\$40.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E
/25 - 128 IPs (125 usable)	\$50.00	\$0.00	Individual Case Basis	C, EC, Tulsa, NE, E

/24 - 256 IPs (253 usable)	\$60.00	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
/23 - 512 IPs (509 usable)	\$80.00	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
/22 - 1024 IPs (1021 usable)	\$100.00	\$0.00		Individual Case Basis	C, EC, Tulsa, NE, E
IPMR(Internet Performance Reporting)	\$25	\$0.00		N/A	All Regions
<b>Metro Ethernet</b>					
Metro Ethernet, 20mbps	\$225.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 50mbps	\$230.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 100mbps	\$260.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 200mbp	\$310.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 300mbps	\$335.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 400mbps	\$360.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 500mbps	\$385.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 1gbps	\$400.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 2gbps	\$650.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 3gbps	\$650.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 4gbps	\$750.00	\$0.00		Individual Case Basis	All Regions

Metro Ethernet, 5gbps	\$900.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 6gbps	\$1,050.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 7gbps	\$1,050.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 8gbps	\$1,050.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 9gbps	\$1,050.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 10gbps	\$1,050.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 20gbps	\$1,946.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 30gbps	\$2,226.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 40gbps	\$2,446.50	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 50gbps	\$2,635.50	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 60gbps	\$2,800.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 70gbps	\$2,953.30	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 80gbps	\$3,076.50	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 90gbps	\$3,199.00	\$0.00		Individual Case Basis	All Regions
Metro Ethernet, 100gbps	\$3,314.50	\$0.00		Individual Case Basis	All Regions
EMR(Ethernet Performance Reporting)	\$25	\$0.00		N/A	All Regions

<b>IP-VPN</b>									
IP-VPN, 20mbps		Individual Case Basis	\$190.00					Individual Case Basis	All Regions
IP-VPN, 50mbps		\$315.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 100mbps		\$339.50	\$190.00					Individual Case Basis	All Regions
IP-VPN, 200mbps		\$427.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 300mbps		\$490.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 400mbps		\$535.50	\$190.00					Individual Case Basis	All Regions
IP-VPN, 500mbps		\$577.50	\$190.00					Individual Case Basis	All Regions
IP-VPN, 1gbps		\$819.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 2gbps		\$ 910.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 3gbps		\$1,148.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 4gbps		\$1,176.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 5gbps		\$1,232.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 6gbps		\$1,309.00	\$190.00					Individual Case Basis	All Regions
IP-VPN, 7gbps		\$1,375.50	\$190.00					Individual Case Basis	All Regions
IP-VPN, 8gbps		\$1,438.50	\$190.00					Individual Case Basis	All Regions
IP-VPN, 9gbps		\$1,498.00	\$190.00					Individual Case Basis	All Regions

IP-VPN, 10gbps		\$1,550.50		\$490.00	Individual Case Basis	All Regions
IP-VPN, 20gbps		\$1,946.00		\$490.00	Individual Case Basis	All Regions
IP-VPN, 30gbps		\$2,226.00		\$490.00	Individual Case Basis	All Regions
IP-VPN, 40gbps		\$2,446.50		\$490.00	Individual Case Basis	All Regions
IP-VPN, 50gbps		\$2,635.50		\$490.00	Individual Case Basis	All Regions
IP-VPN, 60gbps		\$2,800.00		\$490.00	Individual Case Basis	All Regions
IP-VPN, 70gbps		\$2,953.30		\$490.00	Individual Case Basis	All Regions
IP-VPN, 80gbps		\$3,076.50		\$490.00	Individual Case Basis	All Regions
IP-VPN, 90gbps		\$3,199.00		\$490.00	Individual Case Basis	All Regions
IP-VPN, 100gbps		\$3,314.50		\$490.00	Individual Case Basis	All Regions
<b>Wavelength</b>						
Unprotected Wave, 10gbps		\$1,301.25		\$1,250.00	Individual Case Basis	All Regions
UnprotectedWave, 100gbps		\$4,035.00		\$2,500.00	Individual Case Basis	All Regions
Protected Wave, 10gbps		\$1,950.00		\$1,250.00	Individual Case Basis	All Regions
ProtectedWave, 100gbps		\$6,032.50		\$2,500.00	Individual Case Basis	All Regions
<b>Cloudport</b>						

<b>Google Access</b>										
100mbps	\$570.00				\$135.00	Individual Case Basis				C, EC, Tulsa, NE, E
200mbps	\$691.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
300mbps	\$966.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
400mbps	\$1,159.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
500mbps	\$1,695.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
2gbps	\$ 2,902.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
3gbps	\$3,980.00				\$675.00	Individual Case Basis				C, EC, Tulsa, NE, E
4gbps	\$5,184.00				\$675.00	Individual Case Basis				C, EC, Tulsa, NE, E
5gbps	\$6,408.00				\$675.00	Individual Case Basis				C, EC, Tulsa, NE, E
100gbps	Individual Case Basis				\$675.00	Individual Case Basis				C, EC, Tulsa, NE, E
<b>Azure Access</b>										
100mbps	\$570.00				\$135.00	Individual Case Basis				C, EC, Tulsa, NE, E
200mbps	\$691.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
300mbps	\$966.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
400mbps	\$1,159.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E
500mbps	\$1,695.00				\$339.00	Individual Case Basis				C, EC, Tulsa, NE, E

2gbps	\$2,902.00	\$339.00	Individual Case Basis	C, EC, Tulsa, NE, E
3gbps	\$3,980.00	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
4gbps	\$5,184.00	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
5gbps	\$6,408.00	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
100gbps	Individual Case Basis	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
<b>AWS Access</b>				
100mbps	\$570.00	\$ 135.00	Individual Case Basis	C, EC, Tulsa, NE, E
200mbps	\$691.00	\$339.00	Individual Case Basis	C, EC, Tulsa, NE, E
300mbps	\$ 966.00	\$339.00	Individual Case Basis	C, EC, Tulsa, NE, E
400mbps	\$1,159.00	\$339.00	Individual Case Basis	C, EC, Tulsa, NE, E
500mbps	\$1,695.00	\$339.00	Individual Case Basis	C, EC, Tulsa, NE, E
2gbps	\$2,902.00	\$339.00	Individual Case Basis	C, EC, Tulsa, NE, E
3gbps	\$3,980.00	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
4gbps	\$5,184.00	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
5gbps	\$6,408.00	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E
100gbps	Individual Case Basis	\$675.00	Individual Case Basis	C, EC, Tulsa, NE, E

<b>Managed WiFi</b>								
Monthly Management	\$90.00		N/A					C, EC, Tulsa, NE, E
Monthly Access Point (Per AP Up to 5 APs)	\$49.50		\$125.00					C, EC, Tulsa, NE, E
Monthly Access Point (Per AP for 6+ APs)	Individual Case Basis		Individual Case Basis					C, EC, Tulsa, NE, E
Content Filtering, URL Filtering, Malicious Domain Protection	\$24.99		\$					C, EC, Tulsa, NE, E
Lift Charge for ceilings Greater than 12 Ft			\$500.00					C, EC, Tulsa, NE, E
Advanced Network & Security (Network Integration)	NA		\$250					C, EC, Tulsa, NE, E
Backhaul - CBI, CFI and COI - Pricing aligns with internet pricing	Individual Case Basis		Individual Case Basis					C, EC, Tulsa, NE, E
<b>DDoS Mitigation</b>								
Cox DDoS Mitigation Essential - Pending 2023 Launch	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E
Premium DDoS Mitigation - Based on 95th Percentile clean traffic							Individual Case Basis	C, EC, Tulsa, NE, E
DDoS Mitigation BGP IP - Standard	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E
DDoS Mitigation BGP IP - Direct	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E
DDoS Mitigation BGP Direct - Standard	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E
DDoS Mitigation BGP Direct - Premium	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E
Detection & Alerting	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E
Detection, Alerting & Auto-Mitigation	Individual Case Basis		Individual Case Basis				Individual Case Basis	C, EC, Tulsa, NE, E



Toll Free Services D.2								
		Monthly Recurring Costs	Installation Fees	*Total Costs	Upgrade Costs	KEN		
Long Distance								
Intra State-per minute		1.5 Cents/Minute	\$0.00		\$0.00	All Regions		
Inter State-per minute		1.5 Cents/Minute	\$0.00		\$0.00	All Regions		
Toll Free Number		\$5.00	\$0.00		\$0.00	All Regions		
Advanced Call Features		ICB	\$0.00		\$0.00	All Regions		

**Attachment E-2 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

**COX GENERAL TERMS**

These additional terms and conditions (these "General Terms" or "Agreement") are a Contract Document in connection with Statewide Contract No. 1014 between Cox Oklahoma Telcom, L.L.C. and the State of Oklahoma by and through the Office of Management and Enterprise Services ("Contract"). The commercial services ordered by Customer in the Contract shall each be defined as a "Service" and collectively be defined as the "Services". Capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract. Customer shall mean any State Entity or Affiliate as defined in the Contract. The State shall mean the State of Oklahoma by and through the Office of Management and Enterprise Services.

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- C. Terms and Conditions Applicable to Voice and Tariffed Services
- D. Terms and Conditions Applicable to Video Services
- E. Terms and Conditions Applicable to Other Services

## A. Terms and Conditions Applicable to All Services

### A1. Billing and Payments.

(a) **Payment.** Except as otherwise set forth in the Contract and to the extent permitted by law, Customer shall pay Cox all monthly recurring charges ("MRCs"), all usage charges for Services, and all non-recurring charges ("NRCs"), if any set forth on Cox's pricing proposal or as attached hereto as Attachment E-1. Customer is not responsible for additional costs, fees, surcharges, tariffs or other costs associated with Services referenced in this Agreement that are not included or referenced on the pricing proposal or Attachment E-1. If Cox terminates a Service Order due to Customer's breach, or if Customer terminates a Service Order during the Term, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated the applicable Service Order. No interest will be paid on deposits unless required by law. If Cox permits Customer to pay any amount due via separate installment payments, Customer acknowledges that such installment payments are provided as a courtesy only and Customer remains liable for the full amount due.

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s) Customer shall also pay all applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services as set forth or referenced on Cox's pricing proposal (collectively, "Taxes, Fees, and Surcharges") **except to the extent Customer is exempt from payment of any such Taxes, Fees and Surcharges under applicable law or otherwise.** To the extent not prohibited under applicable law and/or the extent Customer is not otherwise exempt from such payment, Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. **To the extent allowed by applicable law and to the extent Customer is not otherwise exempt from payment,** Customer is responsible for the payment of any and all taxes on Cox's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on Cox's invoices. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. **Cox shall invoice Customer (if at all) for Taxes, Fees and Surcharges in compliance with applicable law, noting that as a State government Customer will be exempt from most (if not all) Taxes, Fees and Surcharges under applicable law. For clarity and notwithstanding any of the foregoing language in this section, Customer cannot pay taxes assessed against Cox or to reimburse Cox for taxes paid in connection with the Agreement or Contract.**

(c) **Billing Disputes.** If Customer reasonably disputes an invoice in good faith, Customer shall: (i) pay all undisputed charges (ii) present a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting

documentation, and (iii) negotiate in good faith with Cox for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts. If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. Customer must dispute any invoice issues within ninety (90) days of the invoice due date to be considered.

A2. **Service Start Date and Term.** The Service Order shall be effective on the last date the applicable Service Order is executed. The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth in the Service Order. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of the Service Order, Cox reserves the right to terminate the Service Order by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THE SERVICE ORDER SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term(s), if any.

A3. **Termination.**

(a) **Termination by Customer.** Customer may terminate any Service before the end of the Term as stated in the Service Order upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service for convenience before the end of the Term or Cox terminates due to the Default of Customer, unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox the following: (i) nonrecurring charges (if unpaid), any MRC due and payable through the date of terminate of such Services, and (ii) the then-unamortized construction/equipment costs applicable to the terminated Services and any 3<sup>rd</sup> party service provider costs incurred by Cox in connection therewith unless otherwise waived by Cox. Customer shall only be obligated to pay actual, reasonable, and verifiable costs by Cox. Cox shall provide supporting invoices upon request by Customer.

(b) **Disconnection Requests.** Except as otherwise set forth in the Contract, Customer agrees to provide Cox with at least thirty (30) days written notice before terminating any Service or Service Order, including Services that are on a month-to-month term. Cox may take up to thirty (30) days after the date of Customer's disconnection request to schedule and complete the Service disconnection.

(c) **Termination by Cox.** Cox may terminate a Service Order, in whole or in part, for any of the following reasons: (i) Customer's late payment of a bill as defined in the Contract; (ii) intentionally omitted; (iii) Customer's violation of, or noncompliance with, applicable law; (iv) Customer's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection so long as date and time of access was agreed upon by Cox and Customer and inability to provide access is not due to circumstances outside the control of Customer; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii)

Customer's abandonment of the Service; (viii) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (ix) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; or (x) Customer or its equipment interferes with the operational integrity of Cox's network. Cox may only terminate for reasons enumerated in (i) through (x) upon providing written notification of such intent to terminate and Customer's failure to address alleged non-compliance within thirty days' receipt of said notice of intent. To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others. Cox shall provide Customer prompt notice of any such suspension or termination. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s). To the extent Customer's services are suspended, Cox shall not invoice Customer for Services during such period of suspension.

Cox may also terminate a Service Order, in whole or in part, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) intentionally omitted; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Contract is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate a Service Order prior to activation of Service if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s).

(d) **Discontinued Service.** Cox may, in its sole discretion, choose to suspend, modify, or discontinue a Service (or any feature of a Service) provided to Customer due to the reasons set forth in this section. The Customer acknowledges and understands that technology and capabilities are subject to change during the Term of the Contract. Cox makes no guarantees that any particular feature, or even any entire Service, will be available throughout the Term. Cox agrees to provide Customer with at least thirty (30) days written notice prior to discontinuing a Service (or any feature of a Service) that Customer has recently been using. If an entire Service is discontinued without a replacement for Customer, Customer's Service Order shall be adjusted accordingly to reflect the discontinuance of the Service. Customer reserves the right to terminate without penalty the affected Service if suspended or modified or any other Service set forth on the applicable Service Order should Cox, in its sole discretion, choose to suspend, modify or discontinue a material feature of a Service received by Customer provided 1) the suspension, modification, or discontinuation of any feature of a Service results in a substantial and material change to the Service significantly affecting the Customer's use of the Service (including materially increasing Customer's own cost to use the Service), 2) Customer provides Cox at least thirty (30) days prior written notice to Cox describing the issue; 3) the parties' shall negotiate in good faith for thirty (30) days thereafter to resolve the issue short of termination. Further, if Cox restores or adds a comparable feature reasonably acceptable to Customer within the good faith negotiation period, there shall be no right to terminate.

(e) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed

countries. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s). To the extent Customer's services are suspended, Cox shall not invoice Customer for Services during such period of suspension.

A4. **Default.** If either Cox or Customer (each a "Party") fails to perform any material term, provision, covenant, condition, or obligation under this Agreement, and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the other Party, such Party shall be deemed in "Default" under this Agreement. In this event, the non-Defaulting Party shall be entitled to pursue any and all remedies available at law or in equity but subject to the limitations contained in this Agreement. If any Default cannot be cured within the applicable cure period set forth above, an event of Default does not occur if the Defaulting Party commences to cure the Default within the applicable cure period and diligently completes the cure as soon as reasonably practicable, but in any event within sixty (60) days after receiving the Default notice unless as otherwise agreed upon in writing by Cox and Customer.

A5. **Customer Responsibilities.** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

A6. **Customers With Building Alarm or Security Systems.** Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto procured outside the Contract, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International

Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement, and not this Agreement.

A7. **Equipment.** Unless otherwise provided herein, Customer agrees that Cox shall retain all rights, title and interest to equipment provided by Cox (the "Cox Equipment"), and Customer shall not create or permit to be created any liens or encumbrances on Cox Equipment. All Cox Equipment, including, without limitation, equipment, network and transmission facilities used by Cox to provide the Services under this Agreement, is the sole and exclusive property of Cox. Internal wiring beyond the Demarcation Point shall not be considered Cox Equipment, and shall become the property of Customer upon installation of Service. At Cox's sole option, other wiring and cabling may remain on the Customer premises following the expiration or earlier termination of the Service Order. For video Services, Cox shall install Cox Equipment necessary to furnish the video Service up to the Demarcation Point (as defined herein) of Customer's, or any applicable end user's as the case may be, service location(s) (such location(s) referred to herein as the "Premises"). Customer may also be required to provide a Customer Internal Distribution System (as defined below), depending upon the nature of the Services purchased by Customer. Customer shall use the Cox Equipment only to receive the Services and shall not modify or relocate Cox Equipment without Cox's prior written consent. Customer shall not permit tampering, altering, or repair of the equipment by any person other than Cox's authorized personnel. Customer shall, at the expiration or termination of the applicable Service Order, return the Cox Equipment in good condition, ordinary wear and tear excepted. Customer is responsible for ensuring that Cox has reasonable access at the Premises to the Cox Equipment, the Demarcation Point and, if needed, the Customer Internal Distribution System for purposes of installation, connection/disconnection, transferring, inspecting, maintaining, repairing, upgrading, swapping, servicing and/or removing the Cox Equipment and/or the Customer Internal Distribution System, and to do all other things reasonably necessary to provide the Services as determined by Cox, but subject to Customer's security requirements, policies and procedures. Such access shall be with notice at a date and time agreed upon by Cox and Customer. Cox has the right to change, modify, rearrange, or swap the Cox Equipment at any time with Equipment with like or similar capabilities and features. Customer shall operate any Cox Equipment in accordance with the instructions of Cox or Cox's agent. Upon and after expiration or earlier termination of the Service Order and with notice, during normal business hours, Cox shall have the right to enter the Premises subject to Customer's security requirements, policies and procedures, to remove and retrieve the Cox Equipment. Such right of entry shall expressly survive the expiration or earlier termination of the Service Order. Customer is solely responsible for any damage to the Cox Equipment, beyond ordinary wear and tear, unless caused by the negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer, to the extent permitted by law, shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services.

For certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement which shall be negotiated by State and Cox.

If additional equipment, including but not limited to, televisions, monitors, computers, circuits, software, or other devices, are required by Customer to use the Services, Customer shall be solely responsible for providing such equipment. Cox shall not be responsible for the installation, operation or maintenance of any Customer provided equipment. Cox shall not be responsible for the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by Customer provided equipment; or network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**A8. Customer Internal Distribution System.** In connection with certain Services, Customer may be required to provide a Customer Internal Distribution System for purposes of delivering the Service from the hand-off at the Demarcation Point to its final destination. The "Customer Internal Distribution System" shall mean all distribution plant and associated electronics, wiring and equipment necessary to distribute the Service to the designated locations on the Premises, but the Customer Internal Distribution System does not include any Cox Equipment. If the Customer Internal Distribution System exists on the Premises on the date of execution of the Service Order, Cox shall inspect such system to determine if it meets Cox's expectations and requirements for delivery of the purchased Services. If the Customer Internal Distribution System is usable, as reasonably determined by Cox, Customer grants Cox, during the Term of the applicable Service Order, the exclusive right to use the Customer Internal Distribution System to deliver the Service to the Premises, unless otherwise expressly agreed to by the parties in writing. Cox reserves the right to discontinue the Service immediately if it is determined that the Customer Internal Distribution System is violating FCC signal leakage specifications or other applicable laws, rules and codes. Cox shall have the right to modify the Customer Internal Distribution System to facilitate delivery of the applicable Services to the Premises, subject to receiving Customer's prior consent, which shall not be unreasonably withheld, conditioned or delayed. Ownership of the Customer Internal Distribution System shall remain with Customer at all times, subject to the use of such system by Cox pursuant to the Agreement. Customer, and not Cox, shall be responsible for the repair and maintenance of the Customer Internal Distribution System (including all cabling and wiring past the Demarcation Point) and agrees to keep the Customer Internal Distribution System in good working order at all times. Ownership and title to all Cox Equipment shall remain with Cox at all times. Cox shall have no obligation to repair, maintain or remove the Customer Internal Distribution System.

In the event no Customer Internal Distribution System exists within the Premises, or if the existing Internal Distribution System is not usable by Cox or up to Cox's expectations: 1) Cox may terminate the subject Services by providing Customer with written notice of termination and Cox shall have no obligation to provide the Service, 2) Customer may work with Cox to address the issues to install or upgrade the Customer Internal Distribution System utilizing Customer provided resources or 3) Cox will provide Customer with a price quote for the cost to Customer of Cox either installing or upgrading the Customer Internal Distribution System as need be. If Customer accepts such price quote, Customer shall be obligated to pay Cox the cost thereof upon acceptance of installation or upgrades of the Customer Internal Distribution System.

During the Term of the applicable Service Order, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement.

**A9. Representations and Warranties.** Customer represents and warrants to Cox as follows: (i) Customer is authorized to perform its obligations under this Agreement; (ii) By entering into a Service Order with Cox, Customer shall not be in violation of any agreement it has with a third-party relating to the purchase of the Services; (iii) Customer is a duly organized entity in accordance with applicable law, and is qualified and authorized to do business in the location where Services are used and (iv) the person signing the Service Order is an authorized Customer representative. Cox represents and warrants to Customer as follows: (i) the applicable Cox Affiliates are duly authorized to provide the applicable Services in the applicable "Service Areas" (as defined below); (ii) By entering into the Service Order with Customer, Cox shall not be in violation of any agreement it has with a third-party relating to the provision of Services in the Service Areas; and (iii) Cox is a duly organized entity in accordance with applicable law, and is qualified to do business in the location where Services are provided. A Cox "Affiliate" shall mean any corporation or other entity that controls, is controlled by or is under common control with Cox. For purposes of this Agreement, "Service Areas" shall mean the geographic locations within the continental United States where Cox provides its Services.

**A10. Force Majeure.** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including, without limitation, fire, flood, hurricane, inclement weather, winds or other casualty, act of God, strike or labor dispute, civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, or the taking of property by condemnation or eminent domain, way or other violence, or any law, fuel or energy shortages, delays in obtaining permits or other approvals from governmental authorities for Services provisioning, third party cable cut(s), and/or order or requirement of any government agency or authority (each a "Force Majeure" event) provided the party experiencing the Force Majeure event prudently and promptly acts to take any and all commercially reasonable steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that 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. Subject to the conditions set forth above, such non-performance shall not be deemed a Default. However, a Customer may terminate a Service Order if Cox cannot cause delivery of Services in a timely manner to meet the business needs of the customer.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or another provision in this Agreement, (1) in no event will any of the following be considered a Force Majeure event: (a) shutdowns, disruptions or malfunctions in Cox's systems or any of Cox's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures or (b) the delay or failure of Cox or subcontract personnel to perform any obligation of Cox hereunder unless such delay or failure to perform is itself by reason of a Force Majeure event; and (2) no Force Majeure event modifies or excuses Cox's confidentiality, indemnification or data security and breach notification obligations set forth herein. The parties shall have no claim against the other for any failure to perform caused by (i) acts of God or natural disasters, including, without limitation, fire, flood, hurricane, inclement weather, or winds, (ii) civil or military action, including, without limitation, a national emergency, riot, civil insurrection, act of terrorism, or the taking of property by condemnation or eminent domain, (iii) strikes or labor disputes; (iv) fuel or energy shortages; (v) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (vi) delays in obtaining permits or other

approvals from governmental authorities for Services provisioning; (vii) third party cable cut(s) or (viii) any other causes beyond the reasonable control of Cox (each a "Force Majeure" event).

**A11. E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within ten (10) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Service Order. For clarity, Customer retains its rights to terminate, without penalty, under the Termination for Funding Insufficiency clause in Attachment B.

The auto-renewal provisions in the Agreement shall not apply for E-Rate reimbursed Services. For E-Rate reimbursed Services, the Service Order may be renewed on an annual or other basis upon mutual agreement of the parties. The Services may be upgraded or modified at any time via a mutually agreeable written amendment to the Service Order at the upgrade service pricing identified in the Contract, the service pricing in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.) or other mutually agreeable pricing.

**A12. Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the Cox Acceptable Use Policy ("AUP") at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy) and applicable law at all times. If Cox modifies any portion of the AUP which the State deems to have a materially adverse effect on a Customer (an "AUP Modification"), the State will notify Cox in writing of such materially adverse effect within sixty (60) days following the date the State becomes aware of the applicable AUP Modification it takes issue with and the parties will make a good faith effort to resolve the issue once Customer notifies Cox of same. Cox may remove or delete any AUP Modification language (as it relates to the Customer's Contract with Cox only) via written notice to Customer to immediately resolve the disputed AUP Modification issue. If the parties do not resolve the AUP Modification issue within thirty (30) days after Cox's receipt of Customer's notice, with Cox declining to modify or delete the revised AUP Modification, either party may terminate the applicable portion of the Contract without penalty upon thirty (30) days written notice to the other party. In particular, and without limitation, Customer shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing,

and informing all end users of the Service(s) of, Customer's "repeat infringer" policy under Section 512(i) of the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service on the applicable Service Order at any location, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law. Cox will make good faith efforts to limit the scope of said suspension or termination to the extent reasonably possible to address the AUP or violation of applicable law. Customer's Service Order shall be adjusted accordingly to reflect a reduction in rates and Services for terminated or suspended Services. Cox shall provide prompt notice to Customer should a Service be terminated for such reasonable belief. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time.

A13. **Privacy Policy.** Use of the Service(s) is subject to Cox's privacy policy, which is posted at <https://www.cox.com/aboutus/policies/business-annual-privacy-notice.html> and is incorporated into the Agreement by this reference. If Cox modifies any portion of the privacy policy hereafter which has a materially adverse effect on Customer (an "Privacy Policy Modification"), Customer will notify Cox in writing of such materially adverse effect within sixty (60) days following the date the State becomes aware of the applicable Privacy Policy Modification it takes issue with and the parties will make a good faith effort to resolve the issue once Customer notifies Cox of same. Cox may remove or delete any Privacy Policy Modification language (as it relates to the parties' Contract only) via written notice to Customer to immediately resolve the disputed Privacy Policy Modification issue. If the parties do not resolve the Privacy Policy Modification issue within thirty (30) days after Cox's receipt of Customer's notice, with Cox declining to modify or delete the revised Privacy Policy Modification, either party may terminate the applicable portion Contract without penalty upon thirty (30) days written notice to the other party. In the event of a conflict the terms herein control. Cox is not responsible for any information provided by Customer to third parties, and this information is not subject to the privacy provisions of this Agreement or the privacy policy. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

A14. **Wireless Delivery.** In certain situations, Cox may deliver Services to Customer through certain wireless transport devices or wireless network facilities. If Cox is delivering Services wirelessly and there is signal interference with such Service and Cox cannot resolve the interference by using commercially reasonable efforts, then Cox may terminate the applicable Service without further liability to Customer by providing Customer with at least thirty (30) days prior written notice. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s).

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined by Cox, working in tandem with Customer and/or the premises owner as the case may be, based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by

Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System (as defined herein); (3) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e. on the Customer side of said Demarcation Point(s)).

A16. **Requests to Move, Add or Change Services.** Except as otherwise set forth herein, Cox in its sole discretion may accept and process requests from Customer to move, add or change Services under this Agreement. All moves, adds and changes are subject to Cox's approval and are subject to the terms and conditions of this Agreement. Except as otherwise set forth in this Agreement, additional charges may apply to any move, add, or change request. Customer agrees that any new or additional Services ordered by Customer are automatically subject to the terms and conditions of this Agreement. Notwithstanding anything to the contrary in the Agreement, Cox may refuse any request to modify the Services, including, without limitation, requests to increase or decrease Services or add new locations.

A17. **Truck Roll.** If a Cox technician is required to visit the Premises (a "Truck Roll"), Customer must provide Cox with contact information and any other information reasonably related to the trouble, outage, or installation.

A18. **Cancelled Appointment.** RESERVED.

A19. **Requested Orders.** To determine the availability of Services and to request Services under this Contract, the State (or the appropriate Oklahoma state entities and affiliates) shall contact Cox identifying the requested Service location, term of service, type of Service, desired installation date, and another information reasonably requested by Cox to determine the availability of Service. Upon receipt of Customer's information, Cox shall respond to Customer and either (i) submit to Customer a Service Order, similar to the Service Order form set forth in Attachment C (the "Service Order"), with the Service information including price, term of service, and delivery date, or (ii) respond to the request declining to provide the requested Service. Cox may reject any request for Services at its sole discretion, but such request shall not be unreasonably denied. Service Orders submitted by Cox shall be valid for acceptance for a period of sixty (60) days and thereafter Cox may refuse to accept such Service Orders. To order Service, the State (or the appropriate Oklahoma state entities and affiliates) shall execute the Service Order submitted by Cox and return a copy to Cox. The mutually executed Service Order shall be automatically incorporated into this Contract. All Service Orders are subject to the terms and conditions of this Contract.

A20. **LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.**

IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT AND EXCEPT FOR ANY SERVICE CREDITS PROVIDED IN ANY INCLUDED SERVICE LEVEL AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES OR FOR LOSS OF DATA OR STORED CONTENT THAT IS NOT STORED OR HOSTED BY COX OR COX EQUIPMENT OR SERVICES, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY NOT PROVIDED THROUGH COX UNDER THIS CONTRACT. NOR SHALL COX

NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE.

OTHER THAN WITH RESPECT TO (A) COX'S OBLIGATIONS TO INDEMNIFY CUSTOMER PURSUANT TO ATTACHMENT B, SECTION 15 AND SECTION 16 (PATENTS AND COPYRIGHTS), (B) BREACH BY COX OF ATTACHMENT B, SECTION 11 AND APPLICABLE SECTIONS IN ATTACHMENT D (CONFIDENTIALITY), OR (C) DAMAGE TO TANGIBLE PHYSICAL PROPERTY, BODILY INJURY OR DEATH ARISING FROM THIS AGREEMENT, TO THE EXTENT CAUSED BY COX'S NEGLIGENCE, OR (D) OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXCEMPTION FROM LIABILITY (COLLECTIVELY, THE "CARVEOUT CLAIMS"), IN NO EVENT OR UNDER ANY CIRCUMSTANCES SHALL (I) COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT OR PROVISION OF THE SERVICES REGARDLESS OF THE NATURE OF THE CLAIM AND (II) COX'S TOTAL AGGREGATE LIABILITY UNDER OR OTHERWISE ARISING FROM THIS AGREEMENT OR ANY SERVICE ORDER (INCLUDING BUT NOT LIMITED TO A SERVICE ORDER FOR LIT SERVICES OR LEASED DARK FIBER), REGARDLESS OF THE NATURE OF THE CLAIM EXCEED THE LESSER OF (a) THE FEES PAYABLE OR OWED BY CUSTOMER UNDER THE SERVICE ORDER OR (b) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY. COX'S TOTAL AGGREGATE LIABILITY FOR ALL CARVEOUT CLAIMS, ARISING FROM THIS AGREEMENT OR ANY SERVICE ORDER, REGARDLESS OF THE NATURE OF THE CLAIM, SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000.00).

EXCEPT AS PROVIDED IN THE AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, OR ERROR-FREE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

ADDITIONAL LIMITATIONS ON COX'S LIABILITY FOR COX INTERNET SERVICES OR ANY OTHER SERVICE, SUCH AS CERTAIN VOICE SERVICES, THAT USE THE INTERNET: THE PUBLIC INTERNET IS USED BY NUMEROUS PERSONS AND ENTITIES INCLUDING, WITHOUT LIMITATION, OTHER COX INTERNET SUBSCRIBERS. AS IS THE CASE WITH ALL SHARED NETWORKS LIKE THE PUBLIC INTERNET, THERE IS A RISK THAT CUSTOMER COULD BE SUBJECT TO "EAVESDROPPING." THIS MEANS THAT OTHER PERSONS OR ENTITIES MAY BE ABLE TO ACCESS AND/OR MONITOR CUSTOMER'S USE ON THE INTERNET. IF CUSTOMER POSTS, STORES, TRANSMITS, OR DISSEMINATES ANY SENSITIVE OR CONFIDENTIAL INFORMATION, CUSTOMER DOES SO AT ITS SOLE RISK. NEITHER COX, NOR THE COX RELATED PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS AS IDENTIFIED IN THE PRECEDING SENTENCE, BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT SOFTWARE PROGRAMS ARE COMMERCIALY AVAILABLE THAT CLAIM TO BE CAPABLE OF ENCRYPTION OR ANONYMIZATION. COX MAKES NO REPRESENTATION OR WARRANTY REGARDING THE EFFECTIVENESS OF THESE PROGRAMS.

A21. **Protected Health Information.** In providing its services, and except with respect to certain voicemail services for which Cox provides Customer with a limited Business Associate Agreement, Cox is not and does not intend to be a business associate as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA; Pub.L. 104-191, 110 Stat. 1936, enacted August 21, 1996) regulations ("HIPAA"). Cox has only random, infrequent and incidental access to information in the provision of its Services. It is Customer's responsibility to adequately protect any patient or protected health information.

A22. **Viruses, Content, Customer Information.** Software or content obtained from the use of Services may contain viruses or other harmful features and Customer is solely responsible for protecting its network, equipment, and software through the use of firewalls, anti-virus, and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and software. Through the use of the Services, Customer may obtain or discover content that is offensive or illegal and Customer assumes the risk and is solely responsible for its access to such content. Cox may disclose Customer information to law enforcement. Cox may delete any Internet traffic or e-mails that contains a virus or other harmful code.

A23. **Offshore.** Cox agrees that Services hereunder are not and will not be provided by Cox or any Cox Related Party outside the defined territories of the United States. Customer Data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission of Customer which may be withheld in the Customer's sole discretion, from the appropriate authorized representative of Customer. Notwithstanding the foregoing, back-office administrative functions of Cox (including but not limited to billing/invoicing, customer support, order entry, and similar activities) may be located offshore and the support model may be used by Cox to the extent allowed by law applicable to any Customer data being accessed or used.

A24. RESERVED

A25. **Service Level Agreements.** If this Agreement expressly includes a 'Service Level Agreement' or similar agreement with terms providing the payment of service credits or monies in the event of service interruptions, missed repair objectives, service degradations, or any other outages related to the Services (collectively, an "SLA"), the following terms and conditions shall apply for any and all service interruptions, missed repair objectives, degradations, outages or any other issue related to the Services (a "Service Interruption"):

Any amounts due by Cox to Customer under the SLA shall be in the form of service credits only. To qualify for a service credit, Customer must notify Cox of any Service Interruption within sixty (60) calendar days via the designated support telephone number. Cox will thereafter assign a trouble ticket number. Subject to any and all of the exceptions and limitations described herein, only the portion of the Service(s) experiencing a Service Interruption is eligible for a service credit and such eligibility begins only upon Cox's issuance of a trouble ticket number.

Service credits shall not be provided for any failures to meet the SLAs directly caused by: (i) Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) failure of power or other equipment provided by Customer; (iii) Customer's failure to provide Cox reasonable access to the Premises to access Cox Equipment; (iv) scheduled maintenance and repair; (v) misconduct or misuse of the Services by Customer

(including violations of the AUP); (vi) a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) Customer's failure to release the Service for testing and/or repair to Cox; or (viii) a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, or (c) to any Service locations served via a third party (i.e. Type-II site). For any Type-II sites, Cox may pass through any service credits it receives from the third party associated with the Service not to exceed the service credit amount that Cox would have paid if it was not a Type-II site. To qualify for any service credit(s), Customer must request the service credit within sixty (60) calendar days of a qualifying Service Interruption. Customer must reasonably cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox.

A26. **Resale Prohibited.** The Services covered by this Agreement are for Customer's use only. Unless expressly authorized in writing by Cox in this Agreement or formal written amendment to this Agreement, or as otherwise required by applicable law, Customer shall not resell the Service(s) (or any portion thereof) to any other person or third party. Cox may revoke its permission to allow resale at any time upon notice to Customer. Notwithstanding the foregoing, Customer shall never resell any video Services. If Cox determines that Customer is or has resold (i) any video services or (ii) any other Services without express written permission in this Agreement or Service Order, Cox may immediately terminate the applicable Service Order (or any portion thereof) upon notice to Customer and Customer shall pay the applicable termination fee. Nothing in this Agreement shall prohibit Cox from doing business with or attempting to do business with any potential customer, even if any potential customer may have been a customer of Customer in the past or is currently purchasing services from Customer.

The parties clarify that the State may buy on behalf of its State agencies which is not a violation of this provision.

A27. **Assignment.** Neither party may assign or transfer any part of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Individual Service Orders may be assigned or transferred, at no additional cost, to other State entities or State Affiliates within the State due to merger or reorganization upon at least thirty (30) days written notice to Cox. Cox Service may be provided by one or more Cox Affiliates.

A28. **Notices.** Except as set forth in Attachment B, notices under this Agreement shall be in writing and delivered to the persons or offices of the parties stated herein. Notices are deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice.

**If sent to the State:**

Chief Information Officer  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

**With a copy, which shall not constitute notice, to:**  
Information Services Deputy General Counsel

3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

If sent to Customer:  
Address on Service Order

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

Chief Information Officer  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

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

If to Cox:

Address on the Service Order

With a copy, which shall not constitute notice, to:  
Cox Communications, Inc.  
Attn: Assistant General Counsel, Cox Business, Legal Department  
6205-B Peachtree Dunwoody Road,  
Atlanta, Georgia 30328

A29. **Fraud or Misuse of the Services.** Customer shall not use the Services, Cox Equipment, or any Cox provided software in a manner that violates this Agreement. Such misuse includes but is not limited to: (i) violation of applicable law; (ii) use in a manner that adversely interferes with Cox's network or reputation; (iii) any unauthorized or fraudulent use of or access to the Services such as to avoid paying for Services; (iv) use in a manner that infringes the intellectual property rights of Cox or any third party including copying, modifying, reverse engineering, uploading, downloading or reselling any content or software; (v) sending content or messages or otherwise engaging in communications that are , illegal, fraudulent, defamatory or an invasion of privacy; (vi) modifying or tampering with Cox Equipment in any manner other than as expressly authorized by Cox; (vii) engaging in telemarketing, fax broadcasting, spam, junk or other unsolicited email; (viii) intercepting a third party's communications or accessing or attempting to access another party's account or otherwise circumvent any security measures without legal authority; (ix) uploading any virus, worm or malicious code; (x) using automated connections that allow web broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer file sharing; (xi) using as a substitute or back-up for private lines, or full-time or dedicated data connections; (xii) network hacking and "denial of service" attacks; (xiii) using unauthorized software or devices to maintain continuous active Internet connections when the connection would otherwise have entered idle mode; or (xiv) engaging in 'robocalling' or continuous or extensive call forwarding or long distance abuse. Customer is solely liable for any misuse, unauthorized use and for controlling access to the Services, Cox Equipment, Customer Equipment, and software including payment of any charges incurred as a direct result of any such misuse or unauthorized use by Customer or any authorized end user of the Service(s), except as otherwise prohibited by law. Cox may terminate this Agreement upon notice to Customer for any violation of this provision and Customer shall be liable for the applicable early termination fee to the extent permitted by the Contract or Oklahoma law, code, or regulation.

Cox may further disconnect Service without notice if Cox believes the Services are being used with the intent to defraud Cox or threaten the integrity or security of the Cox network or facilities. This fraudulent activity includes, but is not limited to, fraudulently placing and/or receiving calls and/or providing false credit information to Cox or its representatives. Customer is responsible for payment of all charges for Services furnished, including charges for Services originated, or charges accepted, at Customer's telephone number. Customer's responsibility, to the extent permitted by law, also includes all charges directly associated with the fraudulent use of Services either by Customer, its employees, any end users of the Services, or any other users who gain access to the Premises, the Cox Equipment, or any Customer equipment, including, but not limited to, any unauthorized users, who are able to "hack" or gain unauthorized access to Customer's network or equipment, each to the extent not caused by Cox's negligence.

A30. **Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. RESERVED.

A32. RESERVED.

A33. **Miscellaneous.** If any term of these General Terms is, to any extent, illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. The invalidity or unenforceability of any term or condition of these General Terms shall not affect the validity or enforceability of any other provision. Customer agrees that state and federal regulations may apply to Services and that, in the event of any change to such regulations, Services may be modified to be consistent with, and Customer's use of Services must be consistent with, such regulations. Except as otherwise provided herein, these General Terms may be modified, waived, or amended only by a written instrument signed by Cox and the State. The failure by either party to exercise one or more rights provided in these General Terms shall not be deemed a waiver of the right to exercise such right in the future. There are no third party beneficiaries to these General Terms, except as expressly provided in these General Terms.

**B. Terms and Conditions Applicable to Internet and Network Services**

In addition to all provisions in Section A above, the provisions of Section B shall also apply to all Internet and network Service(s):

**B1. Internet Services.** FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures) SHALL APPLY. If Cox modifies any portion of the Internet Service Disclosures hereafter which has a materially adverse effect on Customer (an "Internet Service Disclosures Modification"), Customer will notify Cox of the applicable Internet Service Disclosures Modification it takes issue with and the parties will make a good faith effort to resolve the issue in writing of such materially adverse effect within sixty (60) days following the date the State becomes aware of same. Cox may remove or delete any Internet Service Disclosures Modified language (as it relates to the parties' Contract only) via written notice to Customer to immediately resolve the disputed Internet Service Disclosures Modification issue. If the parties do not resolve the Internet Service Disclosures Modification issue within thirty (30) days after Cox's receipt of Customer's notice, with Cox declining to modify or delete the revised Internet Service Disclosures Modification, either party may terminate the applicable portion of the Contract without penalty upon thirty (30) days written notice to the other party. Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy). Cox may change the AUP from time to time during the Term (See Section A.12 for Customer's objection rights for material adverse changes). Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP, in accordance with Section A12 above. In the event of a conflict between the AUP and the terms in the Contract, the terms in the Contract control. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described on Exhibit A. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered without approval from Cox following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox network management needs may require Cox to modify upstream and downstream speeds.

**B2. Equipment Requirements For Customer Provided Modem.** Customer may rent a cable modem from Cox or Customer may use their own cable modem with Cox Internet Service, provided that Customer's cable modem is 1) compatible with the applicable Cox Internet Service; 2) Compliant with DOCSIS or other applicable transport protocol; 3) reasonably clean and sanitary; and 4) in good working order. Please contact Cox Customer Care if you need more information.

**B3. IP Address/Domain Name Registration.** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by

Customer upon the expiration or termination of the applicable Service Order. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

**B4. Cox Optical Internet with Burst Option ("Burstable Service").** Charges for the Cox Optical Internet with Burst Option ("Burstable Service") consists of three (3) components: (a) a nonrecurring charge ("NRC") per connection (unless waived); (b) a fixed monthly recurring charge ("MRC") based on the Committed Information Rate (CIR) specified in the Customer's Service Order; and (c) a periodic charge based on usage, to the extent that usage exceeds the CIR specified in the Customer's Service Order. Customer's usage of Burstable Service is calculated by measuring samples of Customer's "Send Traffic" and "Receive Traffic" every five (5) minutes for the previous five (5) minute period. At the end of each month of the Term, the "Send Traffic" and "Receive Traffic" sample sets for that month are separately arranged from highest to lowest and the top five percent (5%) of samples for "Send Traffic" and "Receive Traffic" are discarded. The highest remaining sample (either "Send Traffic" or "Receive Traffic") is the Ninety-Fifth (95<sup>th</sup>) Percentile. If the Ninety-Fifth (95<sup>th</sup>) Percentile is a fraction of a megabit, it is rounded to the next full megabit and is compared to the CIR. If the Ninety-Fifth (95<sup>th</sup>) Percentile is greater than the CIR, Customer will, in addition to being billed for the CIR as described in (b) above, be billed for the difference between the CIR and the Ninety-Fifth (95<sup>th</sup>) Percentile and such difference shall be billed at the price per megabit described in the Service Order multiplied by the number of megabits. The Burstable Service is available on a best efforts basis only. The ability to burst is subject to availability and is limited to the burstable limits set forth in the Service Order.

**B5. Customer Purchased WiFi Service.** Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications using Wi-Fi-Service over Customer equipment. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. **ALTHOUGH COX HAS TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND**

(B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

**B6. Cox Internet Gateway, Guest Wi-Fi, and External Distribution.** If Customer has purchased Cox Internet (CBI) Service, Cox may rent to Customer, upon Customer's request, an all-in-one electronic device consisting of a cable modem and a Wi-Fi enabled LAN-side router (a "Gateway"), which shall enable Wi-Fi Service as described above ("Cox Internet Gateway Service" or "CBIG") at the Premises. If Customer requires additional Gateways from Cox, Cox will rent to Customer (i) a Gateway for the CBIG Service and (ii) a separate, dedicated Gateway to facilitate the provision of Wi-Fi Services for Customer's use and/or to otherwise expand the Wi-Fi coverage area for Customer's premises ("Guest Wi-Fi Service"). Customer agrees to pay Cox a non-recurring charge for the installation and activation of each Gateway and a monthly recurring charge for the rental of each Gateway from Cox. Optimal Wi-Fi end user experience for CBIG and Guest Wi-Fi Services shall not exceed fifty (50) simultaneous sessions per Gateway. Cox will not provide troubleshooting assistance directly to Customer's user or for Customer's devices. Wireless coverage area, signal strength, and speed of the CBIG, Managed Wi-Fi, and Guest Wi-Fi Services may vary and may be affected by building construction, topography, layout, and other factors. Cox does not guarantee Customer's wireless network's security against all forms of unauthorized network access. Customer is expressly prohibited from charging a fee to (including but not limited to any one-time fee, hourly, daily, monthly or other subscription or usage charges), or receiving consideration of any type from, any end user in connection with the Managed Wi-Fi, Wi-Fi Services or Guest Wi-Fi Services. Cox shall retain all ownership rights in and to all Cox Equipment including, but not limited to, the Gateway(s), modems, switches, and/or access points ("AP"), as the case may be and Customer shall return all Cox Equipment to Cox in good and working condition and in the manner described in these General Terms. All Cox Equipment provided to Customer must be returned upon service termination to avoid additional charges to Customer. Cox reserves the right to send software, firmware, code updates, downloads and/or other programs to the Gateway, and may utilize the Gateway, or any other Cox Equipment with certain Wi-Fi capabilities, and may utilize such equipment and attached wiring to distribute external Wi-Fi signals for the deployment of Cox Wi-Fi and/or Cox Cable Wi-Fi, and related similar services now or hereafter offered by Cox (such external distribution is referred to herein as, the "Cox and Cable Wi-Fi Feature"). Customer will have the right and the opportunity, at any time, to opt out of the use of its Gateway or other Cox Equipment by Cox for the Cox and Cable Wi-Fi Feature, through the customer account management tools located at [www.cox.com](http://www.cox.com), or by calling Cox Customer Care at the telephone number listed on Customer's bill. Customer hereby agrees not to include any descriptions or references to "Cox", "Cox Business", "Cox Communications", "Cox Enterprises", or any derivation thereof in the Service Set Identifier (SSID) naming convention for Customer's wireless network(s) at the Premises. Cox shall install the Gateway(s) and/or other Wi-Fi related Cox Equipment, as the case may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat counter top or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service

purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

**B7. Managed Wi-Fi.** In the event that Customer has purchased Managed Wi-Fi Private Package, Managed Wi-Fi Guest Package, Managed Wi-Fi Total Package, or any Managed Wi-Fi Complex or K-12 Managed Wi-Fi service or any other similar product offering (referred to individually and collectively, as "Managed Wi-Fi Service(s)") this provision shall apply. To receive Managed Wi-Fi Services, Customer must purchase, and maintain in place, Cox Internet Services at all times during the Term, it being understood that the Managed Wi-Fi Services cannot operate without Internet Services. The specific Cox Internet Service(s) required may vary depending upon the type of Managed Wi-Fi product purchased, and other determining factors. Any termination or discontinuation of such Internet Services shall cause an immediate termination or discontinuation of the Managed Wi-Fi Services, which will be subject to early termination fees under the Agreement to the extent permitted by the Contract or under Oklahoma law, code, or regulation. In connection with the Managed Wi-Fi Service, Cox (or a third party provider approved by the State) will install certain equipment upon the Premises, which equipment shall be owned by Cox and considered Cox Equipment. Installation costs and/or nonrecurring charges may apply upon installation, and Customer may incur additional costs or charges after installation for configuration changes, addition or relocation of access points, changes to the product platform, or any other changes requested by Customer in connection with the Managed Wi-Fi Services. Unless otherwise agreed to in writing by Cox, Customer shall implement an end user license agreement, or 'splash page' approved by Cox for acceptance by all end users of the Managed Wi-Fi Services. Cox will provide a portal to Customer as part of the Managed Wi-Fi Services (with a cloud-based 'User Guide' for the portal made available) to permit Customer to self-manage certain aspects of the Wi-Fi network and review certain reports. The portal will require a login by Customer. When Customer uses the Managed Wi-Fi Services, Cox, and/or any third party provider approved by State utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Managed Wi-Fi Services. Customer hereby consents to the foregoing collection, use, transmission, processing and maintenance of such data in connection with provision of the Managed Wi-Fi Services. Cox shall have no responsibility or liability with respect to any end users' computers or devices (e.g., tablets, wireless phones or other peripherals) connecting or failing to connect to Customer's network. The Managed Wi-Fi Services purchased by Customer may include Content Filtering as a product feature if purchased by Customer. "Content Filtering" is a feature that restricts network user access to websites that pose a heightened risk of harm to the network and/or end user devices or are otherwise objectionable, such as pornography sites, sites that distribute malware, and sites that distribute unlicensed content. The solution is designed to filter web traffic requests leveraging a managed set of objectionable categories and reputations derived from McAfee's Global Threat Intelligence system independently of Cox. While the intelligence system is continually updated to identify new sites for filtering, there is no guarantee that new threats or objectionable sites will not appear before they are identified and filtered. The Content Filtering feature is provided "as-is" and without warranty of any kind, express or implied, and is accepted fully at the risk of Customer. Neither Cox, nor its contractors, nor any third party provider or affiliate or contractor of same who installs or provides any portion of the Managed Wi-Fi Services, will be liable for any loss, expense or damage, of any nature whatsoever, which may arise out of the operation or lack of operation of the content filtering component of the Managed Wi-Fi Services, or the restriction or blocking, or failure to restrict or block any

selected content, data or browsing, and Customer hereby unconditionally waives any and all claims against such parties related to the foregoing.

The provision of Managed Wi-Fi Services shall also be subject to all other terms and conditions in the Agreement related to the provision of Wi-Fi Services generally. Cox reserves the right to add or remove features and capabilities from the Managed Wi-Fi Services as set forth in Section A3(d). Some features may only be available to Customer at an additional cost.

**B8. Managed Router.** If Customer purchases Managed Router Services of any type, which may include Managed Router with Advanced Security Services or any other similar product offering (referred to individually and collectively, as "Managed Router Service(s)"), this provision shall apply. To receive Managed Router Services, Customer must purchase, and maintain in place at the Premises, Cox Internet Services and/or Cox Networking Services at all times during the Term, it being understood that the Managed Router Services cannot operate without such underlying Cox Services. The specific Cox Internet Service(s) and/or Cox Networking Services that are required may vary depending upon the type of Managed Router product purchased, and other determining factors. Any termination or discontinuation of such Cox Internet Services and/or Cox Networking Services may result in an immediate termination or discontinuation of the Managed Router Services which may be subject to early termination fees under the Agreement to the extent permitted under the Contract or under Oklahoma law, code, or regulation. In connection with the Managed Router Services, Cox (or a third party provider approved by State) will install certain equipment, which shall include a router (referred to herein as the "Router") upon the Premises, which equipment shall be owned by Cox and considered part of the Cox Equipment. Nonrecurring charges may apply. Customer will not alter or tamper with the Managed Router Service, the Router or any other Cox Equipment unless expressly authorized in writing by Cox to do so. As part of the Managed Router Service Customer will be required to maintain passwords for Customer's end user accounts through Customer's authentication server to provide for remote access. Cox will make available a VPN End User Guide (or other guides) to Customer that outline the use of the Managed Router Service, and Customer agrees not to use the Service in violation of same. Customer agrees to provide (a) Cox with the appropriate access to the Premises, including the Router installation location, at an agreed upon time to install and turn up the Router; (b) all LAN equipment to connect to the Router, which include, but is not limited to, switches and servers; (c) Cox with the necessary connections from the Router to the Customer LAN (switches, other equipment) to ensure that the Router can adequately support the Customer LAN deployment; (d) a secure and safe location for placement of the Router and any other Cox Equipment where damage can be prevented; and (e) Cox with an appropriate point of contact that will be available at all times to provide necessary access, to answer questions, and provide relevant Customer information about the site survey, configuration requirements, and any applications that are expected to be supported through the Router. Cox reserves the right to add or remove features and capabilities from the Managed Router Services, and some features may only be available to Customer at an additional cost. Should Cox materially adversely change the features and capabilities of any Managed Router Service during the Term of purchase of such Service, and such change results in material adverse changes in the functionality, compatibility, use or accessibility of such Service, the parties will engage in good faith to discuss a reduction in rates in connection with such adverse change.

### **C. Terms and Conditions Applicable to Voice and Tariffed Services**

In addition to all provisions in Section A above, the provisions of Section C shall also apply to all Voice Service(s):

C1. **Voice Services Generally.** "Voice Service(s)" or "voice service(s)" shall mean the following Cox Business Services: Telephony Basic, Centrex, VoiceManager, IP Centrex, PRI Trunks, SIP Trunks, VoIP, and any other voice telephone service or feature. Voice Services are subject to change from time-to-time by Cox in its sole discretion. Upon at least thirty (30) days prior written notice to Customer, Cox may discontinue, change, or modify certain Voice Services, and certain capabilities or features associated with Voice Services, including without limitation how certain features associated with Voice Services are accessed. The parties will update the Contract accordingly to the extent necessary.

If Cox transitions Voice Services to a different network platform, or if Cox performs certain maintenance or upgrade activities, or for any other reason as determined by Cox in its sole discretion, Cox may itself, or request the Customer, add, change or modify certain equipment or software at Customer's Premises in order for Customer to continue to receive the Voice Services.

Any new costs will be subject to the mutual written agreement of the parties.

C2. **Telephone Numbers.** Cox will reserve the telephone number(s) for Customer's new telephone Voice Service. Reserved telephone numbers may change prior to the time of installation of service. Customers should not use, publish or advertise reserved telephone numbers until service has been activated. Cox is not responsible for any expense or loss resulting from Customer's use, publication or dissemination of these telephone numbers. The Customer has no property right in the telephone number(s) associated with Cox telephone Voice service, however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone Voice Service. Additional terms and conditions related to telephone numbers are contained in Cox's local exchange tariffs or if applicable, in the SGs (defined below).

C3. **Tariffs/Service Guides.** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guides for that State (the "SG"), which may be found at <http://www.cox.com/phonetariffs> and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web addressed referenced in the preceding sentence. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer agrees that to the extent any such amendments conflict with applicable Oklahoma law such amendment will not apply. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. **For clarity and notwithstanding any of the foregoing language in this section, Customer cannot pay taxes assessed against Cox or to reimburse Cox for taxes paid in connection with the Agreement or Contract.**

C4. **911 Access.** Customer shall provide notice to Cox (i) at the time of execution of the Service Order or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to

Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

**C5. Usage and Additional 911 Access Terms.** THE TERMS AND CONDITIONS ABOUT COX'S 911 USAGE PRACTICES AT THE FOLLOWING LINK SHALL APPLY AND ARE INCORPORATED HEREIN: [coxbusiness.com/e911](http://coxbusiness.com/e911) ("E911 Website"). If Cox modifies any portion of the E911 Website hereafter which has a materially adverse effect on Customer (an "E911 Website Modification"), Customer will notify Cox in writing with sixty (60) days following Customer becoming aware of the applicable E911 Website Modification it takes issue with and the parties will make a good faith effort to resolve the issue after Cox's receipt of Customer's notice of same. Cox may remove or delete any E911 Website Modification language (as it relates to the parties' Contract only) via written notice to Customer to immediately resolve the disputed E911 Website Modification issue. If the parties do not resolve the E911 Website Modification issue within thirty (30) days after Cox's receipt of Customer's notice of same, with Cox declining to modify or delete the revised E911 Website Modification, either party may terminate the applicable portion of the Contract without penalty upon thirty (30) days written notice to the other party. For all services, except circuit-switched voice service, Customer acknowledges that loss of commercial power will result in loss of telephone Service, including 911 Access, unless Customer ensures all Cox-provided equipment has emergency back-up power. Such equipment can include, for example, a telephone, network interface, embedded multimedia terminal adapter (eMTA), integrated access device (IAD), enterprise session border controller (eSBC), and analog terminal adaptor (ATA). In addition, for out of footprint services, which utilize a non-Cox provided broadband connection, loss of commercial power and/or broadband connection will result in loss of Voice Service, including 911 Access, unless emergency back-up power is also provided for the broadband networking equipment, such as modems, gateways, and routers.

Except for 'National 911 Service with Custom Address' or similar 'National Numbering' service, all Voice Services provided under this Agreement are only intended for use at the physical/service address installed by Cox at an 'on network' location. If Customer relocates some or all of the telephones provided with the telephone Service under this Agreement, it is Customer's sole responsibility to notify Cox in order to update 911 location information and there may be a delay for the Customer's new address to be updated. If Customer is a VoiceManager IP Centrex Service customers not in a service area where Cox provides Emergency Locator Service and who seeks to provide location information for specific IP Centrex telephone stations, Customer is solely responsible for ensuring that E911 emergency agencies receive the desired location information. If Customer is an IP Centrex customer in such service areas, Cox will only provide E911 emergency agencies the billing telephone number and address associated with that number. If Customer is using a Private Branch Exchange (PBX) in connection with the Services, Customer must consult with Cox and ensure that the PBX provides Cox the telephone number and location information the Customer wishes to be provided to agencies receiving E911 emergency calls. The telephone number and location information choices available to Customer if using a PBX may vary, depending upon the services ordered, but will default to the billing telephone number if not otherwise specified.

The toolbar and unified desktop applications without Unified Communications, where available, are add-on data features designed to assist communications to and from the phone line or seat, including the ability to direct calls to wireless and other phones when Customer is away from their office phone. The toolbar and unified desktop applications without Unified Communications do not provide two-way calling directly from desktop computers or laptops. Customer acknowledges that the toolbar and unified desktop applications without

Unified Communications may not be used to access E911 Services when Customer is away from the office.

NEITHER COX NOR ANY COX RELATED PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE VOICE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 TELEPHONE CALL INCLUDING WITHOUT LIMITATION IN CONNECTION WITH (A) CUSTOMER ATTEMPTS TO USE A NON-NOMADIC NATIONAL 911 SERVICE AT AN ADDRESS WHERE EQUIPMENT WAS NOT INSTALLED BY COX, (B) CUSTOMER'S FAILURE TO INPUT ACCURATE 911 LOCATION INFORMATION FOR NATIONAL NUMBERING SERVICE, (C) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL BY USING OR ENABLING THE SHARED CALL APPEARANCE (SCA) FEATURE OR BUTTON ON ANY TELEPHONE(S) PROVIDED AS A PART OF THE COX VOICEMANAGER IP CENTREX SERVICE, (D) CUSTOMER'S ATTEMPT TO PLACE ANY 911 OR E911 TELEPHONE CALL USING ANY SOFTWARE OR APPLICATION FROM A LOCATION OTHER THAN THE CUSTOMER'S DESIGNATED 911 LOCATION FOR CUSTOMER'S ACCOUNT, (E) INTERRUPTION, DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE WITHOUT COX'S APPROVAL NECESSARY TO RECEIVE VOICE SERVICE, OR (F) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES.

C6. **PIN Access.** The Federal Communications Commission ("FCC") requires Customer to set up and use a Private Identification Number (PIN) when communicating with Cox to obtain certain information about, or to make certain changes to, their telephone account. Use of this PIN may be waived when communicating with an account representative dedicated to Customer's account.

C7. **Letter of Agency.** Where applicable, the Letter of Agency executed in connection with a Service Order shall be valid during the Term of the Service Order for all telephone lines purchased under that Service Order that are ported to Cox.

C8. **Cox Business Call Forwarding to International Telephone Numbers.** The default setting for Call Forwarding for Cox Business Customers is set so that calls may not be forwarded to international telephone numbers. Cox Business Customers may change this default setting through Phone Tools or by calling Cox Business Customer Service. Customers may continue to use feature access codes (\*72 and \*73) and MyAccount to forward lines to local and domestic long distance numbers. Direct dialed calls to international telephone numbers are not affected.

The use and restoration of service in emergencies shall in all cases be subject to the priority system specified in Part 64, Subpart D, of Chapter 47 of the Code of Federal Regulations.

C9. **Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). **To the extent not prohibited by applicable law,** Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing

a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is exempt under Federal or State law from payment of any of the foregoing, Customer shall submit to Cox written verification of Customer's tax-exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction.

**C10. National Number Services.** If Customer purchases, installs, and/or uses any voice Service that offers National 911 capability (including, without limitation, 'National e911 Service with Custom Address', 'Teleworker Service', or 'Unified Communications Service'), 'National Number Service' at an off-network location, or any other similar voice service provided or being used at an off-network location of Cox (referred to individually and collectively, as "National Numbering"), this provision shall apply. In order to receive National Numbering voice Service, Customer must purchase, and maintain in place, its own broadband Internet connection at all times during the Term from a provider other than Cox, it being understood that the National Numbering Services cannot operate without Customer's separate broadband Internet connection. Customer acknowledges and agrees that Cox does not provide the Customer's broadband Internet connection for National Numbering. Any interruptions, degradations, outages or any other issues related to such broadband Internet connection may cause interruptions, degradations, outages or other issues with the voice services provided by Cox. THEREFORE, COX SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY NATIONAL NUMBERING SERVICES RESULTING FROM THIRD PARTY'S BROADBAND INTERNET CONNECTION, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY. NO SERVICE CREDITS OR REMEDIES UNDER ANY SERVICE LEVEL AGREEMENT SHALL APPLY FOR NATIONAL NUMBERING FOR INTERRUPTIONS, DEGRADATIONS, OUTAGES OR OTHER ISSUES CAUSED BY A THIRD PARTY'S BROADBAND SERVICE OR EQUIPMENT.

Customer further acknowledges that National Numbering voice Services may be provided outside of Cox's market area. Any installation, repair, troubleshooting, and/or Truck Rolls may require additional fees and expenses to be paid by Customer beyond Cox's normal charges for in-market services. The provision of National Numbering Services shall also be subject to all other applicable terms and conditions in the Agreement related to Voice Services generally. Cox reserves the right to add or remove features and capabilities from the National Numbering Services, and Some features may only be available to Customer at an additional cost.

For National Numbering Service, Customer is solely responsible for inputting and/or verifying their 911 location information via the MyAccount portal. Customer shall ensure that the 911 location information remains correct and current at all times, including, without limitation, for voice calling applications, teleworker, and other remote calling features.

**C11. Certain Installations.** For certain telephone Services, Cox may install an embedded multimedia terminal adapter (eMTA), an integrated access device (IAD), an enterprise session border controller (eSBC), an analog terminal adaptor (ATA), Layer 2 Switch, and/or a SBC Edge device with Customer's Service. This Cox Equipment, and any other Cox provided Equipment referenced herein, shall at all times remain the sole and exclusive personal property of Cox notwithstanding installation or attachment to Customer's Premises.

ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER

EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THE SERVICE ORDER. COX USES CUSTOMER'S TELEPHONE SERVICE ADDRESS TO IDENTIFY CUSTOMER'S LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED AT CUSTOMER'S BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE CUSTOMER'S CORRECT ADDRESS. CUSTOMER SHALL NOTIFY COX IF IT WOULD LIKE TO MOVE OR RELOCATE ITS TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR CUSTOMER'S NEW ADDRESS TO BE UPDATED.

C12. **RESERVED.**

C13. **Recording of Calls.** If Customer records any telephone call or conversation using Cox Equipment or Services provided by Cox, Customer is solely responsible for ensuring that Customer complies with all applicable law. Cox shall not be liable for end user(s). Recording a conversation without the other party's consent may be illegal in certain States. COX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND MAKES NO REPRESENTATIONS OF ANY KIND REGARDING THE QUALITY OF ANY RECORDING MADE USING ANY COX EQUIPMENT. COX AND ANY COX RELATED PARTIES SHALL HAVE NO LIABILITY IF THE RECORDING MADE USING COX EQUIPMENT FAILS OR IS OF POOR QUALITY. Customer is solely responsible for any additional equipment that may be necessary (e.g., such as a USB device, storage or memory devices) and Cox has no responsibility to provide such equipment. For clarity, Cox does not offer hosting or storing Customer data as a Service for recording calls or conversations.

C14. **Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the rights of any third parties.

C15. **Telephone Calls with Intent to Annoy.** Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs,

irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

C16. **Fraud.** Customer is responsible for ensuring that Customer Premises Equipment (CPE) such as a Private Branch Exchange (PBX), provisioned on Cox's network is protected from fraudulent or unauthorized access. Except as set forth in the Contract, Customer is responsible for payment of all charges on their monthly billing statement. If Cox detects patterns of calling that indicate that the Customer's equipment has been compromised and/or fraudulent use may be occurring, Cox may take emergency action to limit the amount of fraudulent calling that is occurring, including without limitation, suspending or terminating Service, without prior notice to Customer. Notice shall be provided to Customer promptly upon suspension or termination.

C17. **Interconnected VoIP (iVoIP) Services.** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement which Customer shall be required to pay unless such payment is expressly prohibited, including Section A1(b) of these General Terms, or excused under applicable law. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises at an agreed upon time and at no cost to Customer prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment at an agreed upon time and at no cost to Customer of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e, routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, Cox shall not be responsible or liable for any Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

C18. **Early Termination of Cox Business VoiceManager IP Centrex Service Seats.**

Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service Seats to one change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service permitted at any one time.

C19. **Additional Limitation of Liability of Cox.** With respect to 911 Access and Directory Listings:

(a). 911 Access is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Neither Cox nor any Cox Related Party is responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) omissions, interruptions, delays, errors or other defects in the provision of 911 Access, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing 911 Access.

(b). Neither Cox nor any Cox Related Party, is responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of 911 Access features and the equipment associated therewith, or by any Services furnished by Cox including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties for 911 Access.

(c). Intentionally deleted.

(d). In conjunction with a non-published telephone number, neither Cox nor any Cox Related Party will be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. Cox will try to prevent the disclosure of the number of such telephone, but neither Cox nor any Cox Related Party will be liable should such number be divulged.

(e). When a Customer with a non-published telephone number places a call for 911 Access, Cox will release the name and address of the calling party, where such information can be determined to the appropriate local governmental authority responsible for the 911 Access upon request of such governmental authority. By subscribing to Service under these terms and conditions, Customer acknowledges and agrees with the release of information as described above.

C20. **Station Equipment.** The Customer is responsible for providing and maintaining (or causing to be provided and maintained) any terminal equipment on the Premises being served. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. Cox will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair Cox's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

C21. **Voice Services Surcharges and Fees.** Except as set forth in the Contract, such as Section A1(b) of these General Terms, or otherwise dictated by applicable law, Cox may invoice Customer and Customer shall pay all lawfully payable Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

(a). The Network Interface Fee ("NIF") is an interstate fee that Cox assesses its iVoIP customers that helps defer some of the cost associated with carrier network interconnection services and the interface with the Public Switched Telephone Network ("PSTN"). The fee is a monthly, flat-rated charge assessed to iVoIP customers for each line, voice path or trunk that is active on the account. Cox may change the NIF rate from time to time by providing notice to the Customer. This charge is not a charge assessed by a government agency.

(b). The Regulatory Cost Recovery Fee ("RCRF") is a monthly fee that Cox assesses its customers that helps recover costs associated with expenses associated with regulatory proceedings and compliance. The fee is percentage-based, applicable against all retail interstate and international charges. Cox may change the RCRF percentage rate from time to time by providing notice to the Customer. This fee is not a tax or fee assessed by a government agency.

C22. RESERVED.

**D. Intentionally Deleted.**

**E. Terms and Conditions Applicable to Other Services**

In addition to all provisions in Section A above, the provisions of Section E shall also apply as applicable:

E1. **Web Hosting Servers.** RESERVED.

E2. **Intentionally Deleted.**

E3. **Intentionally Deleted.**

E4. **Intentionally Deleted.**

E5. **Intentionally Deleted.**

E6. **Colocation Services.** This Agreement is not intended for colocation services. Notwithstanding anything to the contrary in this Agreement, if colocation services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate the applicable portion of the Agreement upon thirty (30) days' written notice to Customer.

E7. **Cox Business Security Solutions.** This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate the applicable portion of this Agreement upon thirty (30) days' written notice to Customer.

**Attachment E-3 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The **Service Order** is hereby amended as set forth below and supersedes all prior documents submitted by **Cox Oklahoma Telcom, L.L.C.** or discussed by the parties. The parties agree to use this **Service Order** or a document substantially in this form.

Customer Account Number:	System Address
Order Form Date:	

Customer Information	Authorized Customer Representative Information
Customer Name:	Name:
Street Address:	Phone:
City/State/Zip:	Fax:
Service Location: (if different from above)	2 <sup>nd</sup> Contact Number:
Street Address:	E-mail Address :
City/State/Zip:	Requested Installation Date:

Service Description	Quantity	Service Order Term	Service Charges	
			Monthly Recurring Charge	Non Recurring Charge
Equipment Description	Quantity	Unit Price	Installation Fees	Total Equipment

**Special Terms and Conditions**

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This "Service Order" is attached to and automatically incorporated into the Contract awarded to Cox Oklahoma Telcom, L.L.C. in connection with Oklahoma Statewide Contract No. 1014 between Cox and the State of Oklahoma (the "Contract"). The undersigned Customer represents and warrants it is authorized to order Services under the Contract and that all terms and conditions of the Contract shall apply to Customer and this Service Order. The Services described in this Service Order are subject to the terms and conditions contained in the Contract, and any other terms and conditions applicable to the Services set forth above, including without limitation, State and Federal regulations. By signing this Service Order, you represent that you are the authorized Customer representative and the information above is true and correct. Each party may use electronic signature to sign this Service Order, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of this Service Order shall occur upon the date signed by both Parties. Customer acknowledges that it has read and understands the 911 disclosures in the Contract and in the General Terms.

[SIGNATURES ON THE FOLLOWING PAGE]

IN THE EVENT THIS SERVICE ORDER AMENDS THE TERMS AND CONDITIONS OF THE CONTRACT, THIS SERVICE ORDER MUST BE EXECUTED BY THE STATE OF OKLAHOMA BY AND THROUGH THE OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AS SET FORTH BELOW:

Customer

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

State of Oklahoma by and through the Office of Management and Enterprise Service

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

IN THE EVENT THIS SERVICE ORDER INCLUDES NEW OR ADDITIONAL INFORMATION SECURITY OR PRIVACY RELATED OBLIGATIONS WHICH ARE NOT AFFIRMATIVELY AGREED TO IN THE CONTRACT, THIS SERVICE ORDER MUST BE EXECUTED BY (I) COX'S SENIOR VICE PRESIDENT (OR ABOVE) OF SALES AND (II) COX'S VICE PRESIDENT (OR ABOVE) OF LEGAL SERVICES AS SET FORTH BELOW:

Cox Oklahoma Telcom, LLC; Cox Communications Oklahoma, LLC dba Cox Business

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Cox's Vice President of Legal Services, if required:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Vice President, Cox Business Legal Services

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



IN THE EVENT THIS SERVICE ORDER AMENDS THE TERMS AND CONDITIONS OF THE CONTRACT, THIS SERVICE ORDER MUST BE EXECUTED BY THE STATE OF OKLAHOMA BY AND THROUGH THE OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES AS SET FORTH BELOW:

Customer

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

State of Oklahoma by and through the Office of Management and Enterprise Service

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

IN THE EVENT THIS SERVICE ORDER INCLUDES NEW OR ADDITIONAL INFORMATION SECURITY OR PRIVACY RELATED OBLIGATIONS WHICH ARE NOT AFFIRMATIVELY AGREED TO IN THE CONTRACT, THIS SERVICE ORDER MUST BE EXECUTED BY (I) COX'S SENIOR VICE PRESIDENT (OR ABOVE) OF SALES AND (II) COX'S VICE PRESIDENT (OR ABOVE) OF LEGAL SERVICES AS SET FORTH BELOW:

Cox Oklahoma Telcom, LLC; Cox Communications Oklahoma, LLC dba Cox Business

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Cox's Vice President of Legal Services, if required:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Vice President, Cox Business Legal Services

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

**Attachment E-4 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

Additional Terms

**1. Service Terms for SD-WAN:** The following terms and conditions shall apply when SD-WAN is purchased under the Contract. These additional terms and conditions are a Contract Document in connection with Statewide Contract No. 1014 between Cox Oklahoma Telcom, L.L.C. and the State of Oklahoma by and through the Office of Management and Enterprise Services ("Contract" or "Agreement"). As used hereunder "Customer" shall mean any State Entity or Affiliate as defined in the Contract. The "State" shall mean the State of Oklahoma by and through the Office of Management and Enterprise Services.

**Managed SD-WAN:** If Customer purchases Managed SD-WAN Services of any type or any other similar product offering (referred to individually and collectively, as "Managed SD-WAN Service(s)"), this provision shall apply. Use of the Managed SD-WAN Service(s) is subject to the Broadcom Terms (defined below). Use of the Service is subject to Cox's third party provider's Broadcom End User Subscription Agreement posted at <https://www.broadcom.com/company/legal/licensing> and Data Processing Addendum at <https://docs.broadcom.com/doc/global-customers-dpa> and are incorporated into the Agreement by these references (collectively, "Broadcom Terms"). Customer only agrees, to the extent permitted by Oklahoma law, to comply with the Broadcom Terms.

**2. Service Terms for DDoS Mitigation:** The following terms and conditions shall apply when DDoS is purchased under the Contract. These additional terms and conditions are a Contract Document in connection with Statewide Contract No. 1014 between Cox Oklahoma Telcom, L.L.C. and the State of Oklahoma by and through the Office of Management and Enterprise Services ("Contract" or "Agreement"). As used hereunder "Customer" shall mean any State Entity or Affiliate as defined in the Contract, Section 4.8. The "State" shall mean the State of Oklahoma by and through the Office of Management and Enterprise Services.

**Terms and Conditions Applicable to DDoS Services.** In the event that Customer purchases any DDoS Services from Cox, Customer's receipt, use and purchase of such DDoS Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Services Terms and Conditions" which, as modified by the parties, are included in the Contract, Attachment E-14.

**3. Service Terms for Leasing of Dark Fiber:** The following terms and conditions shall apply when dark fiber is leased under the Contract. These additional terms and conditions are a Contract Document in connection with Statewide Contract No. 1014 between Cox Oklahoma Telcom, L.L.C. and the State of Oklahoma by and through the Office of Management and Enterprise Services ("Contract" or "Agreement"). As used hereunder "Customer" shall mean any State Entity or Affiliate as defined in the Contract, Section 4.8.

**Attachment E-4 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The "State" shall mean the State of Oklahoma by and through the Office of Management and Enterprise Services.

1. **Contract, Ordering, Lease Start Date and Term.** These additional terms and conditions are a Contract Document in connection with Statewide Contract No. 1014 between Cox Oklahoma Telcom, L.L.C. and the State of Oklahoma by and through the Office of Management and Enterprise Services ("Contract" or "Agreement"). Cox and Customer shall enter into a Dark Fiber Service Order which shall set forth the specifics of the fibers being leased (the "Leased Fibers" as well as the MRC, NRC and other order information. The "Initial Term" of the Leased Fibers shall commence on the date of Acceptance by Customer as set forth below, and shall continue thereafter for the number of months set forth in the applicable Service Order for the Leased Fibers ("Initial Term"). Upon expiration of the Initial Term, the Term for the Services may be renewed by the parties for successive one (1) year renewal terms or other length of time agreed by in writing by the parties (each a "Renewal Term"). The Initial Term and Renewal Term collectively shall be referred to as "Term." Following expiration or earlier termination of any Leased Fibers, Customer shall provide Cox with reasonable access to any Customer site to remove any Cox equipment.

2. **Payment and Contract Management Fee.** Customer shall pay Cox all monthly recurring lease charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice which shall be at least forty-five (45) days from Cox's issuance of the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law, which is specified in 62 O.S., Section 34.72. Customer shall also pay any and all franchise fees, gross receipts, sales, use, property, excise and other taxes and governmental fees applicable to the leasing of the Leased Fibers to Customer, but only to the extent Customer is not otherwise exempt from payment of such items. **Customer cannot pay taxes assessed against Cox or to reimburse Cox for taxes paid in connection with the Agreement or Contract.** If applicable by law, each Party shall be responsible for property taxes imposed on each respective Party's personal property. Amounts reasonably disputed by Customer in good faith shall not be due and payable for a period of forty-five (45) days following the invoice due date ("Due Date") for such charges, provided Customer: (i) pays all undisputed charges on or before the Due Date, (ii) presents a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation on or before the Due Date of the invoice in question, and (iii) negotiates in good faith with Cox for the purpose of resolving such dispute within said forty-five(45) day period. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts t. If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. If Cox has responded to Customer's dispute in writing and the parties fail to mutually resolve or settle the dispute within such forty-five (45) day period (unless Cox has agreed in writing to extend such period), all disputed amounts together with the late fees shall become due and payable, and this provision shall

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not be construed to prevent Customer from pursuing any legal remedies as provided in this Agreement. Cox shall not be obligated to consider any notices of billing discrepancies from Customer which are received by Cox more than forty-five (45) days following the Due Date of the invoice in question. Cox reserves the right to invoice and collect any amounts that it failed to bill or collect in previous invoices at any time except as otherwise provided by law. Cox acknowledges that the MRC collected by Cox for the leasing of any Leased Fibers are subject to the one percent (1%) contract management fee set forth under Attachment C of the Contract

**3.Scope of Lease.** In consideration for the compensation to Cox as provided herein, Cox hereby leases to Customer, and Customer hereby leases from Cox, the Leased Fibers on an exclusive basis subject to all applicable terms and restrictions of the Contract. All right, title, ownership and interest in the Leased Fibers, the related cable, conduit, and fiber, and any other equipment or related Cox facilities shall at all times remain exclusively with Cox. Customer shall provide, at its sole expense, all optronic (opto-electrical), electronic or optical equipment or materials, facilities or other equipment ("Customer Equipment") required to use the Leased Fibers for transmission of communication services. If requested by Cox, Customer shall identify with reasonable particularity the Customer Equipment that Customer connects or may connect to the Leased Fibers. The lease of the Leased Fibers hereunder does not include any equipment used to transmit capacity over or "light" the Leased Fibers, all of which are Customer's sole responsibility. Customer expressly acknowledges that Cox is not providing any equipment or electronics under this Agreement to monitor or manage the Leased Fibers and any such obligation to manage and monitor the Leased Fibers is Customer's sole responsibility. Customer is solely responsible for any and all utility charges applicable to its use of the Leased Fibers. In addition to any other restrictions and conditions in this Agreement, the following restrictions apply: (i) Customer shall not interfere with or impair service over any of the facilities and associated equipment comprising the Cox networks, (ii) Customer shall not impair the privacy of any communications over the facilities and associated equipment of Cox, (iii) Customer shall use the Leased Fibers only for its internal communication needs and shall not use, or permit another to use, the Leased Fibers to provide or deliver to third parties any services competitive to services provided by Cox during the Term of this Agreement, including, without limitation, telecommunications, data and/or cable television or video services, (iv) Customer shall not make any splices or connections to the Leased Fibers between the A-Location and Z-Location Demarcation Points without the prior written consent of Cox, which Cox may withhold in its sole discretion, and (v) Customer shall not assign, resell, sublease transmission capacity, or allow any other party the right to use the Leased Fibers except as expressly provided forth in the Contract. Any violation of the above restrictions shall be deemed a Default under the Agreement and Cox may terminate the Agreement for cause. Cox shall have the right to reasonably audit, inspect, and examine Customer's pertinent locations, accounts, books, records, and documents (and make copies thereto as agreed upon by the parties) at such reasonable times as may be requested by Cox and agreed upon by the parties to verify Customer's compliance with this Section and any other provisions of this Agreement. Any audit is subject Customer's applicable security

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standards and policies. Any changes to the 'Scope of Lease' as described in this Section shall only be effective if expressly included in this Agreement or a formal written amendment signed by the parties. No other written communication, including email communications, modifying the scope of this Agreement shall be binding upon Cox.

**4. Demarcation Point and Building Access.** "Demarcation Point" means the physical point where Cox's obligation to bring and terminate the Leased Fibers ends and where Customer's responsibility begins. Cox shall only be responsible for construction of the Leased Fibers and maintenance and repair activities on the Leased Fibers up to the applicable Demarcation Point. Unless explicitly specified otherwise in the Leased Fibers Description Table, the Demarcation Point shall be the fiber termination panel at the minimum point of entry (known as the MPOE) at the applicable A or Z location. If Customer requests extension of the Demarcation Point beyond the fiber termination panel at the MPOE, such extension must be expressly stated in the Leased Fibers Description Table and may carry an additional NRC. Customer shall procure and maintain the necessary building entrance agreements and property rights for Cox to have access and permission to enter all A and Z locations and the corresponding Demarcation Point(s), and to locate and maintain the Cox equipment as needed, throughout the Term (collectively, the "Access Rights"). Customer understands that any delay in receiving the Access Rights may cause a corresponding delay in the requested Estimated Ready Date. Customer shall be responsible for all costs and expenses incurred by Cox that presented to and are agreed to by Customer in writing related to these Access Rights, including, but not limited to, any charges or fees imposed on Cox by the applicable building owner or landlord. Cox shall have the option to terminate the applicable Leased Fibers if, at any time, (i) Customer fails to procure any Access Rights, or (ii) the Access Rights are lost or otherwise reduced.

**5. Acceptance.** Cox will notify Customer upon its determination that the Leased Fibers are ready for Customer. Customer shall either accept or reject the Leased Fibers within ten (10) days of Cox's notice (the "Test Period"). "Acceptance" of the Leased Fibers shall occur upon the earlier of when (i) Customer provides written acknowledgement within the Test Period that it accepts the Leased Fibers (ii) Customer uses any of the Leased Fibers for any purpose other than testing during the Test Period, or (iii) Customer fails to accept or properly reject the Leased Fibers within the Test Period. Customer shall not unreasonably withhold, condition or delay Acceptance. If Customer rejects the Leased Fibers, Customer shall provide a written description sufficiently detailing the failure of the Leased Fibers. Cox shall then re-test the Leased Fibers and will notify Customer when the Leased Fibers are ready again. Customer shall continue to either accept or reject the Leased Fibers within ten (10) days of Cox's notice. Customer may only test the Leased Fibers using its own equipment installed after the Demarcation Point, at its sole cost, and in such a manner that does not interfere with Cox's operations. Customer (including any subcontractor or agent of Customer) shall not, under any circumstances, physically access the Leased Fibers.

**6. Maintenance.** During the Term, Cox will perform all routine maintenance and repair of the Leased Fibers. Customer (including any subcontractor or agent of Customer) shall not, under

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STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
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any circumstances nor at any time, perform any maintenance or repair on the Leased Fibers. Cox will generally perform any routine maintenance or repair at its own cost, except Customer shall be solely responsible for all maintenance and repair (including non-routine maintenance) costs and expenses caused by the negligent acts or omissions or intentional misconduct of Customer, its agents, employees and contractors. Cox will solely determine whether any maintenance or repair of any type will be performed and the extent of same. Customer shall provide prompt notice to Cox regarding any condition affecting the Leased Fibers, including, without limitation, any damage or impending damage to or loss of the use of the Leased Fibers or to Cox's network that are known to Customer and that could reasonably be expected to adversely affect the Leased Fibers or Cox's network. Cox's maintenance and repair of the Leased Fibers will be performed in accordance with industry standards. Customer shall cooperate with Cox with respect to maintenance and repair of the Leased Fibers. Customer shall be solely responsible for all maintenance, repair, and risk of loss of Customer Equipment used in connection with the Leased Fibers. Customer's Equipment must be compatible with the Leased Fibers and Cox may refuse to permit Customer to use certain Customer Equipment in connection with the Leased Fibers if Cox determines that such Customer Equipment may: (i) damage the Leased Fibers; (ii) interfere with or impair service over any of the facilities and associated equipment comprising the Cox network; (iii) impair the privacy of any communications over Cox's facilities and associated equipment; or (iv) otherwise interfere with the operation of the Cox network. Non-routine maintenance is any maintenance or repair of Leased Fibers that is not identified by Cox as routine maintenance, including repairs required as a result of cable cuts or natural or man-made disasters.

**7. Relocation.** Cox shall have no obligation to relocate the Leased Fibers to any other route or location during the Term of this Agreement. If Cox moves, replaces or changes the location, alignment or grade of any portion of Cox's network that includes the Leased Fibers ("Relocation"), Cox will make good faith efforts to provide Customer at least thirty (30) days prior written notice, if possible. If the Relocation is solely for Cox's own benefit, Customer shall not be required to reimburse Cox for the costs of the Relocation of Cox's network, including the Leased Fibers. If the Relocation is necessitated or directed by Customer, Customer shall be solely responsible for all costs and expenses of such Relocation as agreed upon by the parties.

**8. Termination by Customer.** Customer may terminate this Agreement or any of the Leased Fibers before the end of the Term upon at least thirty (30) days written notice to Cox or as provided in the Contract; provided, however, if Customer terminates any Leased Fibers before the end of the Term (except for Cox's Default), Customer will be obligated to pay Cox (i) any unpaid NRC plus (ii) one hundred percent (100%) of the MRC for the terminated Leased Fiber(s), including partial months, through the termination date if unpaid, and (iii) any then unamortized construction/equipment costs incurred by Cox for the terminated Leased Fibers. Any amounts due shall be paid by Customer within forty-five (45) days of Cox's invoice for same. This provision survives termination of the Agreement.

**9. Termination by Cox.** Cox may terminate this Agreement or any (or all) of the Leased Fibers if (i) Cox's franchise or license authority is cancelled or terminated associated with any routes

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for the Leased Fibers, (ii) any rights, licenses, contracts, consents, permits, authorizations, rights of way, easements, leases or any other approvals that are necessary for Cox to own, control, install and maintain the Leased Fibers are not obtained, cancelled, lost or terminated for any or all of the Leased Fibers, (iii) Cox is prohibited from furnishing the Leased Fibers by regulation, statute, court order, or ruling by the Federal Communications Commission, or any other federal, state or local governmental authority, (iv) Customer's lease or use of the Leased Fibers would cause a forfeiture or other impairment of Cox's right to occupy any property where such Leased Fibers, or other Cox facilities, are located, (v) Customer or its equipment, or anyone acting on its behalf, interferes with the operational integrity of the Cox network, (vi) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code, (vii) Cox's pole attachment/conduit use rights are terminated or otherwise become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited, (viii) there is a material increase in Cox's costs to provide the Leased Fibers, or (ix) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Leased Fibers. Upon occurrence of any of the foregoing, Cox shall have the right to terminate this Agreement without liability to Cox upon written notice to Customer.

**10. Interruption Credits.** If any portion of the Leased Fibers materially fails resulting in a total interruption in Customer's ability to use or a material degradation of service on the Leased Fibers through no fault of Customer, or its agents, employees or contractors and subject to all Exceptions below ("Service Interruption"), then Customer's obligation for payment hereunder shall immediately be suspended on a hour for hour basis for the duration of such Service Interruption until the same is cured as determined by Cox (the "Credit"). Customer acknowledges that Cox is leasing the Leased Fibers to Customer on an unmanaged and unmonitored basis only. Customer is solely responsible for notifying Cox in writing of any Service Interruption or any other issue with the Leased Fibers. A Service Interruption shall not be deemed to begin until Cox's receipt of written trouble report from Customer of the Service Interruption, and end when the service on the Leased Fibers is operational, as determined and documented solely by Cox. In order to test the Leased Fibers and initiate any repair, Customer shall provide Cox with reasonable access to the Leased Fibers and authorizes Cox to take any commercially reasonable testing and repair actions including, without limitation, to temporarily disconnect Customer's equipment and attach Cox testing equipment. Customer acknowledges that the disconnection of Customer's equipment will result in a complete interruption of the Leased Fibers. The Credit shall be Customer's sole and exclusive remedy for any Service Interruption(s). The Credit shall not be provided for any Service Interruption (i) caused by Customer, its employees, agents or subcontractors, including, without limitation, any misconduct or accident of same; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) due to scheduled or routine maintenance and repair; (iv) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (v) due to Customer's failure to cooperate with Cox for testing and/or repair, including, without limitation, providing Cox

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timely reasonable access to the Leased Fibers for testing; or (vi) due to a Force Majeure event(s) (collectively, the "Exceptions"). In addition, no Credit shall be available (a) where Customer reports a Service Interruption, but Cox does not find any Service Interruption, or (b) to any Leased Fibers served via a third party fiber or network (i.e. Type-II provider). No credit shall be available if: (i) Customer is in breach or Default of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Credits for Service Interruptions shall not exceed more than one (1) full month of the MRC for the affected Leased Fibers. All Credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for a Credit must be requested in writing by the Customer and are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy, other than termination, for any Service Interruptions, missed repair objectives, service degradations, or any other outages related to the Leased Fibers provided under the Agreement shall be strictly limited to the Credit described in this Section and shall not give rise to a claim for Default against Cox.

**11. LIMITATION OF LIABILITY.** IN NO EVENT SHALL COX OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, SERVANTS, REPRESENTATIVES, AGENTS, BUSINESS PARTNERS, CONTRACTORS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT FOR THE ISSUANCE OF THE CREDIT AS DESCRIBED IN SECTION 11 ABOVE, COX SHALL NOT BE LIABLE FOR DAMAGES FOR INTERRUPTION OF ANY TRANSMISSIONS THROUGH THE LEASED FIBERS, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE. COX SHALL NOT BE LIABLE FOR DAMAGE TO TANGIBLE PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF THE LEASED FIBERS UNLESS CAUSED BY THE NEGLIGENCE OF COX OR OTHERWISE PROVIDED BY LAW. COX'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT, NEGLIGENCE, AND STRICT PRODUCT LIABILITY) SHALL BE THE TOTAL AGGREGATE CAP ON DAMAGES WHICH IS SET FORTH IN ATTACHMENT E-2 (GENERAL TERMS) SECTION A20.

**12. WARRANTIES** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING IN ANY WAY TO THE AGREEMENT OR THE LEASED FIBERS. THE LEASED FIBERS ARE PROVIDED ON A BEST EFFORTS BASIS AND COX DOES NOT WARRANT THAT THE LEASED FIBERS SHALL BE ERROR-

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FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT THE LEASED FIBERS CAN BE PROVISIONED TO EVERY LOCATION, OR THAT INSTALLATION OR ACCEPTANCE OF THE LEASED FIBERS WILL OCCUR IN A SPECIFIED TIMEFRAME.

**13. Liens.** Customer shall not create or permit to be created any liens or encumbrances on the Leased Fibers or on any of Cox's network or facilities. Customer will immediately, at its own expense, take such action as may be necessary to duly discharge any such liens or encumbrances.

**14. Regulatory Compliance.** Subject to the terms and conditions of this Agreement, Cox shall use commercially reasonable efforts to maintain governmental authorizations and regulatory approvals required, if any, for it to provide the Leased Fibers to Customer. Customer, at its own expense, shall obtain and maintain all regulatory approvals, permits, and authorizations for Customer's use of the Leased Fibers. Customer's failure to obtain or maintain any such required approval, permit or authorization shall be deemed to be a Default under this Agreement.

**15. Force Majeure.** In no event shall either party have any claim or right against the other party for any failure of performance by such other party if such failure of performance is caused by or the result of (i) causes beyond the reasonable control of such other party, including, but not limited to, third party cable cuts, acts of God, fire, flood, tornado, hurricane, earthquake, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Leased Fibers or this Agreement; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; or (vii) delays in obtaining or loss of permits or other approvals from governmental authorities or third parties related in any way to the Leased Fibers (each a "Force Majeure"). In the event a Force Majeure event continues for a period longer than sixty (60) consecutive days, either party may terminate this Agreement without incurring any liability for such termination to the other party except for payment and performance obligations accrued prior to the date of the inception of the Force Majeure event. If the Force Majeure event is capable of being limited to one or more Leased Fibers, then the termination rights hereunder shall apply only to such Leased Fibers.

**16. E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider for the Leased Fibers. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within five (5) business days

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of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for the Leased Fibers may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for the Leased Fibers including for applicable taxes, fees and surcharges, Customer is responsible for full payment to Cox for all such amounts and Cox may elect to decrease or discontinue the provision of the Leased Fibers provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Agreement without further liability to Customer. For clarity, Customer retains its rights to terminate, without penalty, under the Termination for Funding Insufficiency clause in Attachment B. For E-Rate reimbursed Leased Fiber, the Agreement may be renewed on an annual or other basis upon mutual written agreement of the parties. Customer's continued use of or payment of for the Leased Fibers after the expiration of the then-current Term shall be deemed Customer's consent to renew the Agreement for an additional month. The Leased Fibers may be upgraded or modified at any time via a mutually agreeable written amendment to the Agreement at the upgrade pricing identified in the Agreement, in Cox's proposal to Customer's solicitation for offers (RFP, RFQ, etc.), or other mutually agreeable pricing.

**Attachment E-5 to  
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RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties.

**Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services  
Service Level Agreement**

**I. Scope.** This Service Level Agreement ("SLA") is incorporated into the Contract. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services include DS1, Primary Rate Interface ISDN, Session Initiation Protocol, and IP Centrex products.

**A. Network Availability.** The Cox network shall be available for use by Customer with the Services provided under the Contract at least 99.9% of the available time ("Switch Availability") if provided on fiber or 99.5% if provided on Coax. This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any consecutive twelve (12) month period and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A3 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Network Availability performance standard.

**A.1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Contract, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

**A.2. Service Interruption Credits for Network Availability.** A credit for Service Interruption is effective as of the first day of the second month after installation. A Credit Allowance will be given in any month during the term of the Contract when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowances will be calculated only with respect to the affected Services and not all charges under the Contract. The credits listed below will not exceed the MRC of the affected Service. Customer

may receive Service Interruption credits for a maximum of four months in any 12 month period. The amount of the Credit Allowances shall be as follows:

**Fiber Transport**

<i>Services Length</i>	<i>Interruption</i>	<i>Credit</i>
< 30 minutes, continuous		None
30 minutes to 1 hour, continuous		1/30 of monthly recurring charge (MRC) due for the applicable month
> 1 hour, continuous		1/30 of MRC due for the applicable month for each day or portion thereof

**Coax Transport**

<i>Services Length</i>	<i>Interruption</i>	<i>Credit</i>
> 4 hours, continuous		1/30 of the MRC due for the applicable month for each day or portion thereof

**Type II Service**

<i>Services Length</i>	<i>Interruption</i>	<i>Credit</i>
< 4 hours, continuous		None
> 4 hours, continuous		1/30 of MRC due for the applicable month for each day or portion thereof

Cox Business shall provide Credit Allowances no later than 60 days from date of Service Interruption.

**A.3. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox ACC Local Exchange Service Tariff, Section 2.5.6; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events. Credit Allowances for Service Interruptions shall not be provided if: (i) Customer is in breach of its Contract with Cox; (ii) Customer has a past due balance with Cox

under the Contract; or (iii) Customer is otherwise not in good financial standing with Cox. In no event shall Customer receive more than one month's MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages.

**A.4. Type II Maintenance.** If Service is provided over Type II facilities, Cox will use reasonable efforts to notify Customer of Type II Carrier scheduled maintenance. Because Cox cannot control such maintenance windows, Type II facility maintenance may occur at times that are not always convenient to Customer. Except as provided in this SLA, Cox will not be liable to Customer for outages.

**A.5. Major Outage.** If two (2) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than twelve (12) consecutive hours, ("Major Outage") other than as a result of the causes set forth in Section I.A.4 and I.A.5 above, Customer may terminate its Service Order without charge or payment of any termination charges otherwise provided in the Contract; provided Customer complies with the notification process described in this Section I.A.5. Within sixty (60) days of the occurrence of the 2<sup>nd</sup> Major Outage, Customer shall notify Cox in writing of its election to terminate its Service Order and this Service Order shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 2<sup>nd</sup> Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate its Service Order under this Section I.A.5 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section I.A.5, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of the Service Order. If Service is provided over Type II facilities, a Major Outage is defined as 6 or more outages over any calendar month or more than 48 aggregate hours of outages other than as a result of the causes set forth in Section I.A.3 and I.A.4 above. For Type II Services, Customer must notify Cox, in writing, within forty five (45) days of their intention to terminate the Service.

**II. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages, or Service Interruptions. Customer shall call Trouble Reports to 1-844-239-2214. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox. In the event Cox receives a Trouble Report from Customer, Cox shall respond to the Trouble Report within the following time frames as described below:

**A. Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within 30 minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is 4 hours. If the Trouble Report is the result of a coax or fiber optic cable failure, the maximum restoration time is 8 hours. For Type II Services, Service Response and Resolution will be subject to the SLAs provided by the Type II Carrier.

**A.1. Trouble Report Service Level.** Cox will endeavor to achieve at least 95% Trouble Reports Cured Timely per calendar month. This parameter is calculated by dividing the total number of Trouble Reports from Customer within a month that are cured by Cox within the windows set forth above by the total number of Trouble Reports received by Cox from Customer in the month and multiplying by 100. If Cox fails to meet the 95% Trouble Cure Report standard in any month during the term of the Contract, Customer shall be entitled to One (1) month's MRC for any affected Service. This standard shall not apply to Trouble Reports connected to or due to the following: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox Equipment; (iv) caused by fiber optic cable cuts on the Customer's property which are not the fault of Cox; (v) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vi) due to Force Majeure events.

### **III. Service Installation Intervals.**

**A. Service Installation and Availability.** Cox shall endeavor to install provision and make the Services available for Customer's use within ten (10) business days of the Committed Service Date set forth in the Customer Service Order. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Contract necessary to provide Customer the Services.

**A.1. Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date. In this event, Customer will be entitled to an Installation Delay Credit of an amount equal to the nonrecurring charge (NRC) or one month's MRC of that portion of the Service which was unavailable, whichever is less. Because Cox does not directly control the installation of Type II Services, no Credit Allowance will be issued/allowed for installation delays for Type II Services.

**A.2. Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to unreasonable restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

### **A.3. Exceptions and Limitations to Service Credit.**

(a) **Exceptions.** Service Credits shall not be provided for any Voice Service Interruptions or failures to meet the Voice Service Availability, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customers;; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to

violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Voice Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Voice Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Voice Services provisioning, or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Voice Service Interruption, deficiency, degradation, delay, or issue (b) for Voice Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Voice Service Interruption or other issue, but Cox does not find any such issue, (d) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Voice Service locations served via a third party, Cox shall pass through any Voice Service credits it receives from the third party associated with any Voice Service Interruption not to exceed the Service Credit amount, and such credits, shall be Customer's sole remedy.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Voice Service Interruptions and Installation Delay Credits shall be no more than one (1) full MRC for the affected Voice Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Unless otherwise expressly agreed in writing by an authorized Cox Business representative or as provided in the Contract, the service levels and outage credits set forth in this Service Level Contract constitute customers' sole and exclusive remedy with respect to any interruption, degradation, or cessation of Service and supersedes any and all prior agreements, promises, understandings, statements, representations or warranties of any kind charges.

STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014

The Cox Business Internet Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties.

## Cox Business Internet Service Level Agreement

I. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Contract. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Business Internet ("CBI") services ("Services") provided to the Customer. To qualify for any credits below, Customer must either call in to Cox to request a credit, or submit such request through Customer's MyPortal account within thirty (30) calendar days of the applicable event.

A. **Network and Service Availability.** Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Contract for at least ninety-nine and nine-tenths percent (99.9%) of the time ("Service Availability"). This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble

Report to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. **Service Interruption Credits.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be ten percent (10%) of the monthly recurring charges ("MRC") for the CBI Service for the applicable month for a Service Interruption length of eight (8) or more hours. Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

B. **Network Latency.** Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

[http://online.coxbusiness.com/svpn/cbs\\_stats/](http://online.coxbusiness.com/svpn/cbs_stats/).

1. **Network Latency Credit.** If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds in a calendar month, the credit allowance shall consist of ten percent (10%) off the MRC for CBI Services for the applicable month.

C. **Data Delivery.** Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly

basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

[http://online.coxbusiness.com/svypn/cbs\\_stats/](http://online.coxbusiness.com/svypn/cbs_stats/).

1. **Data Delivery Credit.** If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for CBI Services for the applicable month.

2.

D. **Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(D). Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. **Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative or as otherwise permitted by Cox. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. **Service Response and Repair.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. Trouble Reports received by Cox will be resolved, on average, within four (4) hours with respect to electronic failures and within eight (8) hours with respect to cable failures. A customer's mean time to repair will be

calculated by the sum of customer incident minutes per month divided by the total number of incidents reported per month.

### III. **Service Installation Intervals.**

A. **Service Installation and Availability.** Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

1. **Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") billed for CBI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer, or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events.

V. **Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for CBI Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full month's MRC for CBI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or

collected by Cox. All claims for credit allowances are subject to review and verification by Cox.

**Attachment E-7 to  
to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Cox Fiber Internet Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties.

**Cox Fiber Internet  
Service Level Agreement**

I. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Contract. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Fiber Internet (“CFI”) services (“Services”) provided to the Customer. To qualify for any credits below, Customer must either call in to Cox to request a credit, or submit such request through Customer’s MyPortal account within thirty (30) calendar days of the applicable event.

A. **Network and Service Availability.** Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and nine-tenths percent (99.9%) of the time (“Service Availability”). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

I. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the

Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. **Service Interruption Credits.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 4 hours to < 8 hours	5% of MRC
≥ 8 hours to < 16 hours	10% of MRC
≥ 16 hours to < 24 hours	15% of MRC
≥ 24 hours	20% of MRC

Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

B. **Network Latency.** Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

[http://online.coxbusiness.com/svpn/cbs\\_stats/](http://online.coxbusiness.com/svpn/cbs_stats/).

I. **Network Latency Credit.** If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds in a calendar month, the credit allowance shall consist of 10% off the monthly recurring charge ("MRC") for CFI Services for the applicable month.

C. **Data Delivery.** Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery. Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

[http://online.coxbusiness.com/svpn/cbs\\_stats/](http://online.coxbusiness.com/svpn/cbs_stats/).

I. **Data Delivery Credit.** If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for CFI Services for the applicable month.

D. **Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(D). Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. **Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A "Trouble Report"

means any report made by Customer relating to the Services or the equipment provided by Cox.

A. **Service Response and Repair.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. Trouble Reports received by Cox will be resolved, on average, within four (4) hours with respect to electronic failures and within eight (8) hours with respect to cable failures. A customer's mean time to repair will be calculated by the sum of customer incident minutes per month divided by the total number of incidents reported per month.

### III. **Service Installation Intervals.**

A. **Service Installation and Availability.** Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

I. **Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, at the time of contract signing. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") for CFI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs for Service Availability, Network Latency, Data Delivery, Service Interruptions, or Service Repair: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events.

V. **Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past

due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for CFI Services. Furthermore, in any calendar month, customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for CFI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.

Attachment E-8

to

STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014

The Cox Optical Internet Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties.

Cox Optical Internet
Service Level Agreement

I. Scope. This Service Level Agreement ("SLA") is incorporated into the Contract. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Optical Internet ("COI") services ("Services") provided to the Customer.

A. Network and Service Availability. Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit ("Service Availability").

1. Service Interruption. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that

results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits. A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance, as a percentage of the monthly recurring charge ("MRC") for COI Services, shall be as follows:

Table with 2 columns: Services Interruption Length and Credit. Rows include: >= 30 min. to < 4 hours (5% of MRC), >= 4 hours to < 8 hours (10% of MRC), >= 8 hours to < 16 hours (15% of MRC), >= 16 hours to < 24 hours (20% of MRC), >= 24 hours (25% of MRC).

Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

B. Network Latency. Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

http://online.coxbusiness.com/svpn/cbs\_stats/

1. Network Latency Credit. If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds

in a calendar month, the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.

C. **Data Delivery.** Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

[http://online.coxbusiness.com/svppn/cbs\\_stats/](http://online.coxbusiness.com/svppn/cbs_stats/).

1. **Data Delivery Credit.** If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.

D. **Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(D). Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. **Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. **Service Response and Repair.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

### III. **Service Installation Intervals.**

A. **Service Installation and Availability.** Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

1. **Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") billed for COI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to unreasonable restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs for Service Availability, Network Latency, Data Delivery, Service Interruptions, or Service Repair: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events.

V. **Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for COI Services. Furthermore, in any calendar month, customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for COI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.

Attachment E-9  
to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C. RESULTING FROM  
OKLAHOMA STATEWIDE CONTRACT NO. 1014

The Dark Fiber Lease Repair Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties with respect to the content of this Service Level Agreement.

**DARK FIBER LEASE REPAIR SERVICE LEVEL AGREEMENT**

**I. Scope.** This Service Level Agreement (“SLA”) is incorporated into the Dark Fiber Lease Agreement (“Agreement”) by and between Cox and Customer. To qualify for any credits below, Customer must call in or otherwise communicate to Cox to request a credit within thirty (30) calendar days of the applicable event. Cox is leasing to Customer certain fiber optic communication fibers (“Leased Fibers”) on a route between certain points as more specifically described in the Agreement. Customer shall provide, at its sole expense, all optronic (opto-electrical), electronic or optical equipment or materials, facilities or other equipment (“Customer Equipment”) required to use the Leased Fibers for transmission of communication services and further Customer is solely responsible for any service provided over the Leased Fibers. Customer shall be solely responsible for maintenance and repair of Customer Equipment used in connection with the Leased Fibers. Cox shall have no obligation to repair or maintain any Customer Equipment.

**II. Trouble Reports.** Cox shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report troubles or outages to the Leased Fibers. Customer shall call Trouble Reports to 866.365.9998. A “Trouble Report” means any report made by Customer relating to an outage or interruption to the Leased Fibers which said outage or interruption is Cox’s sole repair responsibility under the Agreement. Cox will make all good faith efforts to acknowledge the Trouble Report from Customer within thirty (30) minutes of receipt.

**III. Credit Allowances.** A “Credit Allowance” will be given in any month during the Term of the Agreement if Cox fails to repair the Leased Fibers by the time stated below, subject to the Exceptions to Credit Allowance. The amount of the Credit Allowance is a percentage of the monthly recurring charge (“MRC”) for the affected Leased Fiber is as follows:

Failure to Repair	Credit
≥ 4 hours to < 8 hours	5% of MRC
≥ 8 hours to < 16 hours	10% of MRC
≥ 16 hours to < 24 hours	15% of MRC
≥ 24 hours	20% of MRC

**IV. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of Customer Equipment, power or other equipment provided by Customer ; (iii) during any period in which Cox is not allowed access to the Leased Fibers and/or premises of Customer to access the Cox demarcation point; (iv) due to scheduled maintenance and repair; (v) caused by a loss of service or failure of the Customer’s internal wiring or other Customer equipment; or (vi) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Leased Fibers; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party’s facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Leased Fibers provisioning

**V. Limitations.** With respect to all Credit Allowances under this SLA, no Credit Allowances shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In any calendar month, customer’s combined credits for the affected Leased Fibers will be no more than one (1) full MRC for the affected Leased Fibers. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox. For the avoidance of doubt, Cox and Customer agree that Customer’s sole and exclusive remedy, other than termination rights and remedies, for any interruptions, missed

repair objectives, service degradations, or any other outages related to the Leased Fibers provided under the Agreement shall be the Credit Allowances set forth in this SLA.

**Attachment E-10 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Cox LightWave Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties.

**Cox LightWave Service  
Service Level Agreement**

**1. Scope.** This Service Level Agreement (“SLA”) is incorporated into the Contract. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox LightWave Services (“Services”) provided to the Customer. To qualify for any credits below, Customer must either call in to Cox to request a credit, or submit such request through Customer’s MyPortal account within thirty (30) calendar days of the applicable event.

**A. Network and Service Availability.** Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit or receive data from the Cox demarc at the Customer location. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and nine-tenths percent (99.9%) of the time (“Service Availability”). If the Customer has purchased the Services with Enhanced Protection Option (“EPO”), the Services shall be available ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time. This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

**1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

**2. Service Interruption Credits.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance, as a percentage of the monthly recurring charges (“MRC”) for Cox LightWave Services shall be as follows:

**Cox LightWave Service - Standard**

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

**Cox LightWave Service - EPO**

<i>Services Interruption Length</i>	<i>Credit</i>
< 30 minutes	None
≥ 30 minutes	50% of MRC

**B. Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(B). Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox’s receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(B) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(B), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except

those accrued through the termination date, and that expressly survive termination of this Agreement.

**II. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

**A. Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

**III. Service Installation Intervals.**

**A. Service Installation and Availability.** Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

**1. Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") billed for LightWave Services installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to

Customer that are associated with providing Services to Customer.

**2. Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to unreasonable restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

**IV. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer, or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events.

**V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In any calendar month, customer's combined credits for all Service Interruptions will be no more than one (1) full MRC for LightWave Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.

**Attachment E-11**  
to  
**STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.**  
**RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Cox Metro-Ethernet, and CloudPort Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telecom, L.L.C. or discussed by the parties.

**Cox Metro-Ethernet, and  
CloudPort  
Service Level Agreement**

**I. Scope.** This Service Level Agreement ("SLA") is incorporated into the Contract. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Layer 2 VPN services ("Service") which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service which are provided to the Customer.

**Service Elements:** Each Service consists of a Port (Metro-Ethernet Port or CloudPort respective to each service's particular branding), EVC (Ethernet Virtual Circuit) and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.

**Network Segments:** for purposes of SLA, there are three network segments that are defined. They are:

**Core Network:** A Provider Edge Router to Provider Edge Router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0

**Access to Core:** A customer edge UNI to Provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.

**TYPE II:** Any portion of Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality adherence requirements.

**Service Topology:** Services are configured in either a Multipoint (ELAN) or a point to point (ELINE) configuration.

**"End to End" SLA** For purposes of "End to End" SLA Service calculation for Metro-Ethernet services, the concatenation of access to core, core network and access to core can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay

- "End to End" DDR = Access to core DDR \* Core DDR \* Access to core DDR
- "End to End" Jitter = Higher value jitter metric for either Access to core Jitter or Core Jitter

For purposes of SLA Service calculation for CloudPort service, the concatenation of access to core and core network can be used. Specifically:

- "End to End" Delay = Access to core Delay + Core Delay
- "End to End" DDR = Access to core DDR \* Core DDR
- "End to End" Jitter = Higher value jitter metric for either Access to core Jitter or Core Jitter

**A. Service Availability.** Service Availability is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. A Port shall be available for use by Customer as defined in Section D with respect to the core Cox network and access to the core network. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

**1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Contract, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is an interruption of a Port ("Affected Port") that results in the total disruption of the Services delivered over the Affected Port. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

**2. Service Interruption Credits.** A Credit Allowance will be applicable in any month during the term of the Contract when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges ("MRC") associated with the Affected Port. The Credit Allowance will not include credits for any Ports determined to

be in good working order. The amount of the Credit Allowance shall be as follows:

**Cox – Layer 2 VPN Services**

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

Table 1.0

**B. Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, a Port experiences a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) other than as a result of the causes set forth in Section IV below, Customer may terminate the Affected Port without charge or payment of any termination charges otherwise provided in the Contract; provided Customer complies with the notification process described in this Section I (B). Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and the Affected Port shall terminate upon Cox’s receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port under this Section I(B) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(B), neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Contract.

**C. Service Quality.** Service Quality is defined by Cox as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter. Service Quality is influenced by both the distance classification of the offering and the Class of Service (CoS) provisioned and are measured for a given network segment. Measurement is only included for “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress UNIs of any given EVC.

**Service Quality Measurement Network Segments:**

**Core Network Measurements:**

**Core Latency,** as it relates to the Services, is a measure of Cox core network delay within a given network segment, region or distance band, and is defined by Cox as the average Round Trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. Latency designated by CoS traffic will be in accordance with Table 2.0, averaged on a monthly basis.

**Core Data Delivery Ratio (“DDR”),** as it relates to the Services, is defined by Cox as the average round trip data delivery percentage for a given core network segment, calculated by dividing data received by data delivered and multiplying by 100;

data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given core network segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. DDR designated by CoS traffic will be in accordance with Table 2.0, averaged on a monthly basis.

**Core Jitter,** as it relates to the Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Core network region during a given calendar month, and is defined by Cox as the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**Access to Core Network Measurements:**

**Access Latency,** as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the access to core network on a round trip basis. Latency designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**Access Data Delivery Ratio** as it relates to the Services, is defined by Cox as the percentage of Ethernet Service Frames that successfully traverse the access to core network segment on a round trip basis. Round Trip Data Delivery Ratio designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**Access Jitter** as it relates to the Services, is a measure of the Cox Ethernet Service Frame delay variation within an access to core network segment during a given calendar month, and is defined by Cox as the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the access to core network segment on a round trip basis. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**D. Service Quality Objectives (“Table 2.0”).** The following table sets forth Cox Network Objectives for Service Availability, Data Delivery, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon Class of Service (“CoS”):

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% ( $\leq 4$ min/mo)	99.9%	10 ms	2 ms
		Interactive			12 ms	3 ms
		Priority Data			16 ms	N/A
		Best Effort			N/A	N/A
	MFC based VPN access	Priority Data	99.9% ( $\leq 43$ min/mo)	99.75%	16 ms	N/A
		TYPE II	Priority Data	99.9% ( $\leq 43$ min/mo)	N/A	N/A
Network Core	Metro ( $\leq 155$ miles)	Real Time	99.995% ( $\leq 2$ min/mo)	99.99%	10 ms	2 ms
		Interactive			12 ms	3 ms
		Priority Data			16 ms	N/A
		Best Effort			N/A	N/A
	State ( $\leq 400$ miles)	Real Time	99.995% ( $\leq 2$ min/mo)	99.99%	20 ms	2 ms
		Interactive			22 ms	3 ms
		Priority Data			26 ms	N/A
		Best Effort			N/A	N/A
	Regional ( $\leq 755$ miles)	Real Time	99.995% ( $\leq 2$ min/mo)	99.99%	30 ms	2 ms
		Interactive			32 ms	3 ms
		Priority Data			36 ms	N/A
		Best Effort			N/A	N/A
National ( $\leq 3499$ miles)	Real Time	99.99% ( $\leq 4$ min/mo)	99.985%	50 ms	2 ms	
	Interactive			52 ms	3 ms	
	Priority Data			56 ms	N/A	
	Best Effort			N/A	N/A	

Table 2.0

**II. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

**A. Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

**III. Service Installation Intervals.**

**A. Service Installation and Availability.** Cox shall install, provision and make available the Services for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Contract necessary to provide Customer the Services.

**1. Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing. In this event, the credit allowance shall consist of one hundred percent (100%) off the standard nonrecurring charge ("NRC") billed of that portion of the Service which was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

**2. Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees,

agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to unreasonable restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

**IV. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for any failures to meet the SLAs specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer, or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events.

**V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Contract with Cox; (ii) Customer has a past due balance with Cox under the Contract; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, customer's combined credits for Service Interruptions will be no more than one MRC for Cox IP-VPN Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances must be initiated by the Customer and are subject to review and verification by Cox.

**Attachment E-12**  
to  
**STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.**  
**RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Cox IP-VPN Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties.

**Cox IP-VPN**  
**Service Level Agreement**

**I. Scope.** This Service Level Agreement (“SLA”) is incorporated into the Contract. Cox shall endeavor to meet the performance standards and service levels set forth in this SLA with respect to the Cox Layer 3 VPN services (“Service”) which is inclusive of Cox MPLS IP-VPN Service, which are provided to the Customer.

**Service Elements:** Each Service consists of a Port (IP-VPN Port) and VC (Virtual Circuit) and a Demarcation point (“Demarc”). A Demarc may be a Cox provided physical device or a logical point of demarcation as defined by Cox.

**Network Segments:** for purposes of SLA, there are three network segments that are defined. They are:

**Core Network:** A Provider Edge Router to Provider Edge Router segment whose metrics consist of all VCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0

**Access to Core:** A customer edge Demarc to Provider edge Core Network segment commonly referred to as a “local loop”. Access to Core segment performance metrics are circuit specific service quality metrics

**TYPE II:** Any portion of Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality adherence requirements.

**Service Topology:** Services are configured in either a Multipoint or a point to point configuration.

**“End to End” SLA** For purposes of “End to End” SLA service calculation for Services, the concatenation of access to core, core network and access to core can be used. Specifically:

- “End to End” Delay = Access to core Delay + Core Delay + Access to core Delay
- “End to End” DDR = Access to core DDR \* Core DDR \* Access to core DDR
- “End to End” Jitter = Higher value jitter metric for either Access to core Jitter or Core Jitter

**A. Service Availability.** Service Availability is defined by Cox as the ability to send or receive packets via a given Port inclusive of the local loop and Demarc. A Port shall be available for use by Customer as defined in Section D with

respect to the core Cox network and access to the core network metrics. This parameter is calculated by dividing the number of minutes a Port is available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

**1. Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Contract, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is an interruption of a Port (“Affected Port”) that results in the total disruption of the Services delivered over the Affected Port. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

**2. Service Interruption Credits.** A Credit Allowance will be applicable in any month during the term of the Contract when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges (“MRC”) associated with the Affected Port. The Credit Allowance will not include credits for any Ports determined to be in good working order. The amount of the Credit Allowance shall be as follows:

<b>Cox – VPN Services</b>	
<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

**Table 1.0**

**B. Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, a Port experiences a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) other than as a result of the causes set forth in Section IV below, Customer may terminate the Affected Port without charge or payment of any termination charges otherwise provided in the Contract; provided Customer complies with the notification process described in this Section I (B). Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port and the Affected Port shall terminate upon Cox's receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the Affected Port under this Section I(B) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(B), neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Contract.

**C. Service Quality.** Service Quality is defined by Cox as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter. Service Quality is influenced by both the distance classification of the offering and the Class of Service (CoS) provisioned and are measured for a given network segment. Measurement is only included for “in-profile” (conform to the performance attributes of the Services) at both the ingress and egress Demarc of any given VC.

**Service Quality Measurement Network Segments:**

**Core Network Measurements:**

**Core Latency.** as it relates to the Services, is a measure of Cox core network delay within a given network segment, region or distance band, and is defined by Cox as the average Round Trip interval of time it takes during the applicable calendar month for packets to transverse between all selected pairs of Cox network nodes within a given Network Core region. Latency is designated by CoS traffic will be in accordance with Table 2.0, averaged on a monthly basis.

**Core Data Delivery Ratio (“DDR”),** as it relates to the Services, is defined by Cox as the average round trip data delivery percentage for a given core network segment, calculated by dividing data received by data delivered and multiplying by 100; data delivered is the number of Packets delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given core network segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. DDR designated by CoS traffic will be in accordance with Table 2.0, averaged on a monthly basis.

**Core Jitter.** as it relates to the Services, is a measure of the Cox Packets delay variation within a given Core network region during a given calendar month, and is defined by Cox as the average difference in the interval of time for selected pairs of Packets that transverse between pairs of Cox network node in a

given core network segment. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**Access to Core Network Measurements:**

**Access Latency,** as it relates to the Services, is defined by Cox as the time elapsed from when the first bit of an packet enters the Demarc to when the last bit returns to the same Demarc after the Packets has transversed the access to core network on a round trip basis. Latency designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**Access Data Delivery Ratio** as it relates to the Services, is defined by Cox as the percentage of Packets that successfully that traverse the access to core network segment on a round trip basis. Round Trip Data Delivery Ratio designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis..

**Access Jitter** as it relates to the Services, is a measure of the Cox Packets delay variation within a access to core network segment during a given calendar month, and is defined by Cox as the average difference in the interval of time for selected pairs of Packets that transverse the access to core network segment on a round trip basis. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**D. Service Quality Objectives (“Table 2.0”).** The following table sets forth Cox Network Objectives for Service Availability, Data Delivery, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon Class of Service (“CoS”):

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPH access	Real Time	99.99% ( < 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPH access	Priority Data	99.9% ( < 43 min/mo)	99.75%	16 ms.	N/A
		Best Effort	N/A	N/A	N/A	N/A
Network Core	Metro (<135 miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400 miles)	Real Time	99.995% ( < 2 min/mo)	99.92%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<725 miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
National (<4,345 miles)	Real Time	99.99% ( < 4 min/mo)	99.883%	50 ms.	2 ms.	
	Interactive			52 ms.	3 ms.	
	Priority Data			56 ms.	N/A	
	Best Effort			N/A	N/A	

Table 2.0

**II. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A “Trouble Report” means any report made by Customer relating to the Services or the equipment provided by Cox.

A. **Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

the Customer or collected by Cox. All claims for credit allowances must be initiated by the Customer and are subject to review and verification by Cox.

### III. **Service Installation Intervals.**

A. **Service Installation and Availability.** Cox shall install, provision and make available the Services for Customer's use within ten (10) business days of the Committed Service Date communicated by Cox to Customer. Service availability shall mean that Cox has completed its obligations to install the Cox equipment and facilities set forth in the Contract necessary to provide Customer the Services.

1. **Installation Credit.** Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing. In this event, the credit allowance shall consist of one hundred percent (100%) off the standard nonrecurring charge ("NRC") billed of that portion of the Service which was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to unreasonable restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

IV. **Exceptions to Credit Allowance.** Credit Allowances shall not be provided for any failures to meet the SLAs specified herein: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer, or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events.

V. **Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Contract with Cox; (ii) Customer has a past due balance with Cox under the Contract; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, customer's combined credits for Service Interruptions will be no more than one MRC for Cox IP-VPN Service. All credits are exclusive of any applicable taxes or fees charged to

Attachment E-13

to

STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014

The Managed WiFi Packages Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telcom, L.L.C. or discussed by the parties with respect to the content of this Service Level Agreement.

**Managed WiFi Packages  
Service Level Agreement**

I. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") Cox and Customer. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Managed WiFi Packages ("M. WiFi Packages") services ("Services") provided to the Customer. To qualify for any credits below, Customer must call in or otherwise communicate to Cox to request a credit within thirty (30) calendar days of the applicable event.

A. **Service Availability.** Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to cloud based WiFi Platform. Cox shall endeavor to make the Services available to Customer as provided under the Agreement for at least ninety-nine and five-tenths percent (99.5%) of the time. This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Services Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

II. **Service Interruption.** A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox's National Support Center ("NSC") under the methods and procedures set forth in Section III of this SLA and ends when Cox restores the Services to Customer.

a. **Service Response and Repair.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. Trouble Reports received by Cox will be resolved, on average, within four (4) hours with respect to electronic failures. A customer's mean time to repair will be calculated by the sum of customer incident minutes per month divided by the total number of incidents reported per month.

b. **Service Availability Credits.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The Credit Allowance shall be ten percent (10%) of the monthly recurring charges ("MRC") for the M. WiFi Package Service for the applicable month for a Service Interruption length of eight (8) consecutive hours or more. Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

c. **Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected Service without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section IIc. Within sixty (60) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within sixty (60) days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the Service under this Section IIc until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section IIc, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such Services, except those accrued through the termination date, and that expressly survive termination of this Agreement.

**III. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.999. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

**IV. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer ; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

**V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits shall not exceed one hundred percent (100%) of the MRC for the Managed WiFi Package Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.

**Attachment E-14**

**to**

**STATE OF OKLAHOMA CONTRACT WITH COX  
OKLAHOMA TELCOM, L.L.C.**

**RESULTING FROM OKLAHOMA STATEWIDE  
CONTRACT NO. 1014**

**The DDoS Mitigation Managed Service Terms  
are hereby amended as set forth below and  
supersedes all prior documents submitted by  
Cox Oklahoma Telcom, L.L.C. or discussed by  
the parties with respect to the content of the  
DDoS Mitigation Managed Service Terms.**

**DDoS MITIGATION MANAGED SERVICE TERMS**

In these DDoS Mitigation Managed Service Terms ("DDoS Terms and Conditions"), "you" and "your" mean the "Customer" of the Cox services defined below, and "Cox," "we," "our," and "us" means Cox or any contractor authorized by Cox to provide you with DDoS Services. BY ENROLLING IN, USING, OR APPLYING FOR DDoS SERVICES (as defined below), YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW, AS WELL AS THE TERMS AND CONDITIONS TO YOUR CUSTOMER SERVICE AGREEMENT (as defined below) AND ANY ATTACHMENTS THERETO. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS DO NOT USE OR UTILIZE THE DDoS SERVICES AND IMMEDIATELY CALL YOUR COX SALES REPRESENTATIVE OR THE CUSTOMER SERVICE NUMBER LISTED ON YOUR COX BILL

## 1. SCOPE

These DDoS Terms and Conditions govern the provision of DDoS Mitigation Services ("DDoS Services") as described herein.

## 2. DEFINITIONS

### 2.1 Definitions of Base Package Options for DDoS Services.

2.1.1 "BGP Direct Premium" means the on-demand, cloud-based service which cleans or scrubs, by means of the Mitigation Platform, certain internet-based, malicious, attack traffic from the legitimate, internet-based clean traffic directed at the Customer Endpoint and which is activated by Neustar pursuant to Cox's authorization and which announces a IPv4 /24 prefix or IPv6 /48 prefix from the Mitigation Platform and which imposes no fee for Attack Incidents but is subject to other applicable fees, as expressly set forth herein. For the purpose of clarity, election of Auto-Mitigation, until or unless revoked, shall constitute standing Customer authorization to proceed.

2.1.2 "BGP Direct Standard" means the on-demand, cloud-based service which cleans or scrubs, by means of the Mitigation Platform, certain internet-based, malicious, attack traffic from the legitimate, internet-based clean traffic directed at the Customer Endpoint and which is activated by Neustar pursuant to Cox's authorization direction and which announces a IPv4 /24 prefix or IPv6 /48 prefix from the Mitigation Platform and which is subject to Mitigation Incident Fees and other applicable fees, as expressly set forth herein. For the purpose of clarity, election of Auto-Mitigation, until or unless revoked, shall constitute standing Customer authorization to proceed.

2.1.3 "BGP IP Premium" means the on-demand, cloud-based service which cleans or scrubs, by means of the Mitigation Platform, certain internet-based, malicious, attack traffic from the legitimate internet-based, clean traffic directed at the Customer Endpoint which is activated by Neustar pursuant to Cox's authorization and which announces a IPv4 prefix size ranging from /24 through a /32 which leverages the private connection and peering that is configured between Cox and Neustar and which imposes no fee for Attack Incidents but is subject to other applicable fees, as expressly set forth herein. For the purpose of clarity, election of Auto-Mitigation, until or unless revoked, shall constitute standing Customer authorization to proceed.

2.1.4 "BGP IP Standard" means the on-demand, cloud-

Mitigation Platform, certain internet-based, malicious, attack traffic from the legitimate internet-based clean traffic directed at the Customer Endpoint which is activated by Neustar pursuant to Cox's authorization and which announces an IPv4 prefix size ranging from /24 through a /32 which leverages the private connection and peering that is configured between Cox and Neustar and which is subject to Mitigation Incident Fees and other applicable fees, as expressly set forth herein. For the purpose of clarity, election of Auto-Mitigation, until or unless revoked, shall constitute standing Customer authorization to proceed.

### 2.2 Definitions of Fees.

2.2.1. "Clean Traffic Overage Fee" or "CTOF" means the fee, calculated on a per Mbps per Incident basis, that will apply in the event that amount of Clean Traffic during an Incident exceeds the amount of traffic for which Customer has contracted.

2.2.2. "Configuration Change Fee" or "CCF" means the fee which shall apply to any Cox or Customer-initiated changes to the Mitigation Platform configuration such as additions, deletions and updates related to IP addresses, domain names, ports and protocols. The fee shall apply to any Configuration Change which is not performed on an expedited or emergency basis or in conjunction with an upgrade.

2.2.3. "Deployment Fee" means the fee that applies for Deployment of the DDoS Services.

2.2.4. "Emergency Configuration Change Fee" or "ECCF" means the fee which shall apply in the event that, in response to a Customer request, a configuration change is requested for emergency or expedited provisioning is performed by Cox within five (5) hours of Cox's approval of Customer request. The ECCF shall apply in addition to any related Mitigation Incident Fees and other applicable fees.

2.2.5. "Mitigation Incident Fee" or "MIF" means the fee which shall be assessed in the event of a Mitigation Incident and shall apply for every period of seventy-two (72) consecutive hours or a fraction thereof.

2.2.6. "Non-Attack Incident Fee" or "NAIF" means the fee applicable to use of the DDoS Service during a Non-Attack Incident and shall apply every seventy-two (72) hours or portion thereof wherein Customer directs internet-based traffic for an Endpoint to the Mitigation Platform.

2.2.7. "Test Failover Fee" or "TFF" means the fee which shall apply in the event that, in response to Customer request, Cox performs a test of Customer traffic failing over to the Mitigation Platform. Two (2) Test Failovers per twelve (12) month term are included in standard packages. Tests must be scheduled at least forty-eight (48) hours in advance with the Cox SOC and Support teams, and are limited to 200Mbps of clean traffic unless otherwise approved by Cox.

### 2.3 General Definitions.

2.3.1 "/24 Prefix" means a "Class C" block of IPv4 address

space which contains two hundred fifty six (256) contiguous IP addresses.

2.3.2 "/48 Prefix" means a block of IPv6 address space which contains 1,208,925,819,614,629,174,706,176 contiguous IP addresses.

2.3.3 "Additional Dynamic VIPs (20 VIP's Per Package)" means a pool of Cox-assigned IP addresses on the Mitigation Platform from which, at the initiation of mitigation, Customer is assigned a virtual IP address for use with the Mitigation Platform.

2.3.4 "Additional GRE Connection/Location" means a router endpoint to terminate GRE (Generic Routing Encapsulation) tunnels connected to the Mitigation Platform. GRE tunnels are applicable to the BGP Direct service type with either the Standard or Premium mitigation option. Standard base packages include 1 GRE Connection/Location.

2.3.5 "Appliance" means the equipment provided by Cox to Customer for the purpose of mitigating Attacks.

2.3.6 "Attack" or "Attack Incident" shall mean an event in which malicious traffic (e.g. DDoS), is directed at an Endpoint which is on the Mitigation Platform. The determination as to whether traffic is Attack traffic shall be determined by Cox. The parties will cooperate in good faith in connection with any actual or suspected Attack, Attack Incident, or related concern of Customer.

2.3.7 "Auto-Mitigation" means Customer's blanket authorization that allows Cox to proactively mitigate Incidents.

2.3.8 "Clean Traffic" shall mean the ninety-fifth (95th) percentile peak Mbps of legitimate (non-malicious), traffic going in to or out of the Mitigation Platform, which is processed by the DDoS Service during an Incident.

2.3.9 "Customer's Service Agreement" means the document agreed to by Customer and Cox for the DDOS Service (Oklahoma Statewide Contract No. 1014).

2.3.10 "Configuration Change" means Customer-requested changes to the Mitigation Platform configuration performed by Cox, such as additions, deletions and/or updates related to IP addresses, domain names, ports and protocols.

2.3.11 "DDoS Detection and Alerting" or "DDoS Detection & Alerting with Monitoring & Notification Only" means a service that accepts Netflow management data from Customer routers for the purpose of monitoring and alerting Customer of suspicious traffic based on parameters established during the initial Provisioning Process.

2.3.12 "DDoS Detection and Alerting Deployment" means a service that includes recommendations regarding the setup of DDoS Detection and Alerting Services and auto-mitigation, if applicable.

2.3.13 "DDoS Detection & Alerting with Monitoring, Notification & Auto-Mitigation" means a service that accepts Netflow management data from Customer routers for the purpose of monitoring and alerting where Cox is authorized to perform Auto-Mitigation for the impacted prefixes. In order to have Auto-Mitigation occur, Customer must announce a lesser portion of the Prefix (a /23 or less for IPv4 & a /47 or less for IPv6), Cox would then announce the larger, more specific prefix (/24 or /48).

2.3.14 "DDoS Mitigation Platform" or "Platform" means the Cox network to which Customer must direct traffic for an Endpoint in order to access the cloud-based DDoS Services.

2.3.15 "DDoS Services" means individually and collectively, those services set forth in Section 2.1 above.

2.3.16 "Deployment" means initial setup of the DDoS Service for Customer by Cox and an assigned resource through the duration of onboarding, including kick off call, tracking/ status updates, testing, and consultation and closing call.

2.3.17 "Deployment Date" means the date when the DDoS Service is installed.

2.3.18 "Endpoint(s)" means that part of Customer's infrastructure for which Customer has activated the DDoS Services by directing traffic to the Endpoint onto the Mitigation Platform.

2.3.19 "HTTPS Packet Inspection" means the service in which Customer provides Cox with a copy of the SSL certification of an encrypted website.

2.3.20 "Incident" means an event wherein Customer has directed internet-based traffic for an Endpoint to the Mitigation Platform and shall include both Attack Incidents and Non-Attack Incidents.

2.3.21 "Layer 3 of the OSI Model" or "Layer 3" means the network or 3rd layer provides the functional and procedural means of transferring variable length data sequences (datagrams) from one node to another connected to the same network. It translates logical network address into physical machine address. A network is a medium to which many nodes can be connected, on which every node has an address and which permits nodes connected to it to transfer messages to

other nodes connected to it by merely providing the content of a message and the address of the destination node and letting the network find the way to deliver ("route") the message to the destination node. In addition to message routing, the network may (or may not) implement message delivery by splitting the message into several fragments, delivering each fragment by a separate route and reassembling the fragments, report delivery errors, etc. Datagram delivery at the network layer is not guaranteed to be reliable.

2.3.22 "Layer 4 of the OSI Model" or "Layer 4" means the transport or 4th layer provides the functional and procedural means of transferring variable-length data sequences from a source to a destination host via one or more networks, while maintaining the quality of service functions. An example of a transport-layer protocol in the standard Internet stack is Transmission Control Protocol (TCP), usually built on top of the Internet Protocol (IP). The transport layer controls the reliability of a given link through flow control, segmentation/desegmentation, and error control. Some protocols are state and connection-oriented. This means that the transport layer can keep track of the segments and retransmit those that fail. The transport layer also provides the acknowledgement of the successful data transmission and sends the next data if no errors occurred. The transport layer creates packets out of the message received from the application layer.

2.3.23 "Layer 7 of the OSI Model" or "Layer 7" means the application or 7th layer is the OSI layer closest to the end user, which means both the OSI application layer and the user interact directly with the software application. This layer interacts with software applications that implement a communicating component. Such application programs fall outside the scope of the OSI model. Application-layer functions typically include identifying communication partners, determining resource availability, and synchronizing communication. Some examples of application-layer implementations include web browsers, file transfer programs and mail programs.

2.3.24 "Level 1 Notification" or "Level 1" (Monitoring & Notification) shall mean an event, which Cox has determined represents a high likelihood of being a DDoS Attack on the monitored Endpoint(s).

2.3.25 "Level 2 Notification" or "Level 3" (Monitoring & Notification) means that an event, which Cox has determined represents a potential traffic anomaly on the monitored Endpoints(s).

2.3.26 "Level 3 Notification" or "Level 3" (Monitoring & Notification) mean that an event, which Cox has determined represents a potential traffic anomaly on the monitored Endpoints(s).

2.3.27 "Location" means Customer router endpoint to terminate GRE (Generic Routing Encapsulation) tunnels connected to the Mitigation Platform.

2.3.28 "Mbps" means Megabit per second.

2.3.29 "Mitigation Incident" means either (a) the event commencing when Cox announces the requested prefix(es) out of the Mitigation Platform and ceases when Customer contacts Cox pursuant to the current Cox policies and directs Cox to cease such announcement(s) or (b) an event where more than twenty-five (25) kilobits per second ("Kbps") of Customer traffic flows through the Mitigation Platform.

2.3.30 "Mitigation Period" means the forty-eight (48) hour period immediately preceding or following an Attack Incident wherein Customer shall not be charged the Non-Attack Incident Fee.

2.3.31 "Mitigation Platform" means the Cox network to which Customer must direct traffic for an Endpoint in order to access the cloud-based DDoS Services.

2.3.32 "Non-Attack Incident" shall mean an event immediately following the Mitigation Period in which Customer has directed internet-based traffic for an Endpoint to the Mitigation Platform and there has been no Attack traffic for a period of seventy-two (72) hours.

2.3.33 "Performance Alerting" means a service that conducts external, real-browser monitoring and then if an event is detected, alerts Customer by email if their infrastructure possibly warrants administrative attention related to internet degradation or unavailability of their website.

2.3.34 "Provision" means to provision the DDoS Services by Deployment, to make a Configuration Change and/or the process related to the DDoS Detection and Alerting and/or Performance Monitoring services.

2.3.35 "Provisioning Call" means discussion(s) between Customer and Cox after receipt of a Provisioning Document or Configuration Change to address matters pertaining to the provisioning and Deployment.

2.3.36 "Provisioning Document" means the agreed upon set of documents related to the initial Provision of DDoS Services or related to the DDoS Detection and Alerting and/or Performance Monitoring services.

2.3.37 "Provisioning Process" means Cox's process for Deployment, Configuration Changes and/or the process related to the receipt and acceptance of a Provisioning Document

and/or Configuration Change; completion of Provisioning Call(s).

2.3.38 "Service Level" or "SLA" means the service level applicable to the relevant DDOS Service as set out in Section 8.1 through 8.7 below.

2.3.39 "Service Outage" means a failure of the DDOS Service to meet the applicable Service Level for availability of the Mitigation Platform and Customer web portal.

2.3.40 "Test Failover" means an event in which Customer sends up to 200 Mbps of traffic to the Mitigation Platform over a twenty-four (24) hour period for the purpose of testing connectivity between Endpoints and the Mitigation Platform.

2.3.41 "Traffic Scrubbing" means the DDoS Mitigation Platform process and action of analyzing incoming packets and discarding DDoS Attack packets and returning to Customer the clean packet traffic.

#### 2.4 Definitions Applicable to Optional Services.

2.4.1 "Redundant GRE Connections (Pair)" means a redundant GRE configuration involves creating a redundant persistent GRE tunnel for Customer on Cox's Mitigation scrubbing center edge router. This allows traffic to automatically transition to the secondary connection if the primary connection fails. Once the primary connection is restored, traffic is automatically transition back to the primary connection. This configuration enables Customer to pre-designate a failover GRE endpoint for given prefixes, which could include multiple edge routers or a backup site. Customer is responsible to preconfigure a GRE interface identical to the primary for designated backup destination. Customer must complete acceptance testing with Cox.

2.4.2 "GRE Load Balancing GRE" means Load Balancing that allows for active load sharing of inbound traffic across multiple GRE tunnels for the same destination prefix. This functionality is enabled via persistent GRE tunnels between Mitigation edge routers and Customer edge routers. If connections fail, traffic will automatically be redistributed across remaining connections. When connection is restored, it is automatically returned to service and load is redistributed. This feature does not alter the standard BGP Redirect Customer-side router configuration as no BGP sessions are necessary between Cox and Customer. Underlying equal static routes allow for route determination. GRE keep-alives allow for the detection of tunnel failures and enable GRE failover.

2.4.3 "BGP /24 Mitigation Split" allows Customers to split a /24 (IPv4) or /48 (IPv6) into smaller subnets and send scrubbed traffic destined for that segment to a different destination end point. Customer premise router configuration is the same as a standard BGP Redirect Customer and clean traffic is statically

routed to Customer over a GRE tunnel. Subnetting is limited to /26 (/46 if IPv6). Limiting each prefix split to 4.

2.4.4 "Multi-Hop BGP (Customer Router Auto Withdrawal)" means Multi-hop BGP is configured as a BGP session between Cox's scrubbing center edge routers and Customer edge router. A GRE tunnel is established on demand as per the standard BGP Redirect configuration, but the BGP session is established outside that GRE tunnel. Cox uses an established BGP community to dampen/withdraw Customer-announced route for the prefix to be mitigated to allow a Cox announcement of that prefix to be the preferred/only route for the prefix to be mitigated.

2.4.5 "BGP Peering over GRE" involves configuration of persistent GRE tunnel(s) and dynamic BGP session(s) between the cloud edge router and Customer edge router. GRE can be setup as either static or dynamic and can be used with GRE Failover or Load Balancing options. This enables tunnel load sharing between multiple GRE Customer destinations for the same prefix. This configuration option also allows Customer to announce and withdraw (to end mitigation) prefixes directly with Cox.

2.4.6 "BGP Peering over Direct Connection" means Customer direct connection with Cox via cross connect (x-conn) at one of the Mitigation scrubbing centers due to high clean traffic volumes and the potential for packet loss via GRE tunnels (>2Gbps) over the open internet. BGP peering directly between a Mitigation edge router and Customer edge router via x-conn enables Customer to inject and withdraw (to end redirection post-mitigation) routes directly with Mitigation for prefixes that have been pre-established and configured with Cox during provisioning or a change request. Configuration of BGP session(s) on Customer premise equipment is the responsibility of Customer, but Cox will perform testing including a cutover to ensure proper functionality during provisioning.

### 3. BILLING

3.1 Cox will begin billing for DDOS Services on the Deployment Date.

### 4. CUSTOMER OBLIGATIONS FOR SERVICES

4.1 General. Customer shall not use, or allow use of, the DDOS Services in any of the following manners ("Abuses"): (a) Use of the DDOS Services in an unlawful manner or for an unlawful purpose, including display of unlawful content; (b) Use of the DDOS Services in a manner that, in Cox's discretion, directly or indirectly produces or threatens to produce a material negative effect on the Cox's network or that materially interferes with the use of the DDOS Services or Cox network by other Customers or authorized users, including, without limitation, overloading servers or causing portions of Cox's network to be blocked; and (c) Altering any aspect of the DDOS Service where such is not authorized by Cox.

4.2 Provisioning. Customer is required to fully and accurately complete a Provisioning Document and provide all information and authorizations requested during the Provisioning Process (collectively "Provisioning Information")

prior to the initiation of the DDoS Service. Customer further acknowledges that such steps are critical in order for DDoS Services to be deployed. In the event that Customer has failed and/or refused to submit a Provisioning Document or participate in a Provisioning call and so long as Cox has contacted Customer in an effort to complete the Provisioning Process, Cox may thereafter terminate any agreement it has with Customer to provide DDoS Services by providing at least thirty (30) days written notice to Customer, provided that Customer shall pay all one-time fees and all monthly recurring fees associated with the DDoS Service through the effective date of termination.

4.3 Compliance with DDoS Service Procedures & Uses. In addition to the above Customer agrees to: (a) provide all information requested by and pursuant to the Provisioning Process for each Endpoint prior to activation of the DDoS Services with respect to that Endpoint; (b) for the BGP Service, provide a BGP and GRE capable device and properly configure such device; (c) use the Appliance(s) solely for the DDoS Services and shall make no changes to the Appliance; (d) provide the necessary assistance to Cox in order to effect redirection for an Endpoint to the Mitigation Platform; (e) grant Cox with: (i) information on the Endpoints as requested by Cox and such other information that Cox requires in order to provide the DDoS Services; and (ii) access to the Endpoints in order to perform the DDoS Services; (f) for the BGP Service, authorize redirection of the internet traffic for the Endpoint from the Appliance(s) to the Mitigation Platform via the Provisioning Process; (g) and hereby does expressly consent to the repeated filtering of traffic to the Endpoint; (h) and hereby grants Cox, for the Term, a non-exclusive, non-transferable, and royalty-free license to access the Endpoint and the internet traffic flowing thereto and any applications contained therein for the sole purpose of performing the DDoS Services (i) be solely responsible for authorizing Cox to direct of all internet traffic for an Endpoint by following Cox's procedures then in effect under the Provisioning Process (which may include, by way of example, contacting support and having Cox announce or cease announcing the requested IPv4 or IPv6 prefixes; and (j) route all traffic for an Endpoint to Cox during an Attack Incident. For the sake of clarity: (a) Customer acknowledges that its failure to timely authorize redirection of traffic for an Endpoint away from the Mitigation Platform once Attack Traffic has ceased shall cause Customer to incur Non-Attack Incident Fees and, if applicable, Clean Traffic Overage Fees; (b) Customer acknowledges that the BGP Service is an on-demand service for use during Attack Incidents only and is not meant to be used as an always-on service during periods when an Attack is not occurring; and (c) if an Appliance is provided, Customer is solely responsible for support and maintenance of the Appliance(s) per direction of Cox. Cox shall not be liable for any failure to meet an SLA or to perform the DDoS Services where such inability arises from failure or non-performance of the Appliance(s) or the inability of Cox to connect to the Appliance(s).

4.4 Security Incident. Customer shall notify Cox of any security incident of which it has confirmed DDoS activity, and which may have an impact on Cox's network or provisioning of the DDoS Services.

## 5. LANGUAGE

5.1 English Language. Where applicable, all obligations of each Party, including, without limitation, delivery of the Services, interfaces, support obligations or requests, notices shall be

performed in English, and all interaction, whether with Customer or with Cox, shall be conducted using English.

## 6. REFUSAL OF SERVICES

6.1 Refusal of Services. Cox may, in its commercially reasonable discretion, refuse to provide DDoS Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries.

## 7. SERVICE LEVELS & REMEDIES

DDoS Service Levels. Cox shall endeavor to meet the SLAs set forth below. Customer's sole and exclusive remedy and Cox's sole and exclusive obligation for a breach of the SLA obligation will be the remedies set forth in the SLA. For the sake of clarity, no SLAs shall apply to Appliances or any hardware or software contained therein.

7.1 Deployment. Deployment shall be performed within seventy-two (72) hours for completion of the Provisioning Process. Deployment for traffic transfer option for BGP shall be performed within one hundred and twenty (120) hours of the events set forth above.

7.2 Configuration Changes. Configuration Changes shall be performed within seventy-two (72) hours of the following events: (i) for DNS Redirection based Services, completion of the provisioning call and acceptance by Cox of the configuration change submission; and (ii) for BGP Redirection based Services, completion of the Provisioning Process and acceptance by Cox of the configuration change submission.

7.3 Emergency Configuration Changes. Emergency Configuration Changes shall be performed within four (4) hours of acceptance by Cox of the emergency configuration submission.

7.4 Time to Mitigate. After Deployment, Mitigation shall occur within the following periods: (i) five (5) minutes for Layer 3 and Layer 4 attacks from the time traffic is redirected to DDoS Mitigation Platform and the Platform has detected malicious traffic; and (ii) fifteen (15) minutes for Layer 7 attacks from the time traffic is redirected to the DDoS Mitigation Platform and the Platform has detected malicious traffic. Each attack vector change shall start a new Time to Mitigate. Mitigation shall mean the occurrence of Traffic Scrubbing as set forth in Section 7.5 below.

7.5 Traffic Scrubbing. Traffic Scrubbing be performed to a level of 95% clean pass-through which shall mean that the traffic shall be cleaned such that no more than five percent (5%) of dirty/malicious traffic shall be passed to an Endpoint and no less than ninety-five percent (95%) of the clean/benign traffic shall be passed to the point after which it leaves the DDoS Mitigation Platform.

7.6 DDoS Monitoring & Notification. Where the DDoS Service has been deployed, Cox shall alert Customer: (i) by phone within five (5) minutes from the time that Cox determines that there is a high likelihood of a DDoS attack on the monitored Endpoint(s); and, where applicable, (ii) by email within ten (10) minutes from time that Cox determines the legitimacy of the alert.

7.7 Performance Alerting. Where the DDoS Service has been deployed, Cox shall monitor a domain from up to four (4) global locations every five (5) minutes up to three (3) steps for a

single domain, with a one (1) minute timeout threshold which will validate a detected possible issue from three (3) locations and will alert Customer by email if their infrastructure possibly warrants administrative attention related to internet degradation or unavailability of their website

7.8 Limited Application of SLA. For the sake of clarity, the Service Levels set out in Sections 7.1 thru 7.7 shall not apply to any Appliances, hardware or software used in the provision of or related to the performance of the DDoS Services. Further, Customer's provision of information requested by Cox is hereby deemed a condition precedent to Cox's performance of its obligations hereunder.

#### REMEDIES.

For the avoidance of doubt, the performance of the DDoS Services and all elements related thereto are solely and exclusively governed by the Service Levels and the remedies, if any, contained in this Section 7 and shall be Customer's sole and exclusive remedy for any failure of the DDoS Services or failure of Cox in performing or delivering the DDoS Services. This shall include, but not be limited to, a failure to properly configure or route traffic, mistaken suspension of any DDoS Service, or failure to inspect packets, etc.). In some instances, a remedy may not be provided for a failure of the DDoS Services or a failure of Cox in performing the DDoS Services. Nothing herein limits Customer's other rights of termination expressly set forth in the Customer's Service Agreement.

7.9 A "Credit" as used herein shall be one (1) day of Customer's monthly recurring fees for the relevant DDoS Service, pro-rated by dividing the monthly fees for that Customer by the number of days in the calendar month in which the Service Outage occurs. The maximum Credit in any given month for a given Customer shall not exceed the total Customer monthly recurring service fees for the applicable DDoS Service for that month. No one time fees, as-needed fees or non-recurring fees shall be included in such calculation.

7.10.1 For any Service Deployment/Change occurring with respect to the Service Levels provided in Sections 7.1 and 7.2: if the Service Deployment/Change exceeds the Service Level period by more than one (1) day but less than or equal to seven (7) days, one (1) Credit per day of DDoS Service delay shall apply; if the Service delay is greater than seven (7) days, thirty (30) Credits shall apply.

7.10.2 For any Service Change occurring with respect to the Service Levels provided in Section 7.4: if the Service Change exceeds the Service Level period by more than one (1) hour but less than or equal to twenty-four (24) hours, one (1) Credit per hour of Service delay shall apply; if the Service delay is more than twenty-four (24) hours, thirty (30) Credits shall apply.

7.10.3 For any Service Outage occurring with respect to the Service Levels provided in Section 7.5:

(a) if the Service Outage for Layer 3 or Layer 4 of the OSI Model is greater than five (5) minutes, but less than or equal to fifteen (15) minutes, one (1) Credit shall apply; if the Service Outage for Layer 3/4 is greater than fifteen (15) minutes, but less than or equal to sixty (60) minutes, two (2) Credits shall apply; if the Service Outage for Layer 3 or Layer 4 is greater than sixty (60) minutes, but less than or equal to four (4) hours, ten (10) Credits shall apply; and if the Service Outage for Layer 3 or Layer 4 is greater than four (4) hours, fifteen (15) Credits shall apply.

(b) if the Service Outage for Layer 7 of the OSI Model is

greater than fifteen (15) minutes, but less than or equal to thirty (30) minutes, one (1) Credit shall apply; if the Service Outage for Layer 7 is greater than thirty (30) minutes, but less than or equal to sixty (60) minutes, two (2) Credits shall apply; if the Service Outage for Layer 7 is greater than sixty (60) minutes, but less than or equal to four (4) hours, ten (10) Credits shall apply; and if the Service Outage for Layer 7 is greater than four (4) hours, fifteen (15) Credits shall apply.

7.10.4 For any Service Outage occurring with respect to the Service Levels provided in Section 7.6, if more than five percent (5%) but less than fifteen percent (15%) of dirty/malicious traffic is passed to Customer Endpoint(s), five (5) Credits shall apply; if more than fifteen percent (15%) but less than twenty-five percent (25%) of dirty/malicious traffic is passed to Customer Endpoint(s), ten (10) Credits shall apply; and if more than twenty-five percent (25%) of dirty/malicious traffic is passed to Customer Endpoint(s), thirty (30) Credits shall apply.

7.10.5 For any Service Outage occurring with respect to the SLA provided in Section 7.7:

(a) if the Service Outage for Level 1 Notification is greater than five (5) minutes, but less than or equal to fifteen (15) minutes, one (1) Credit shall apply; if the Service Outage for Level 1 Notification is greater than fifteen (15) minutes, but less than or equal to sixty (60) minutes, five (5) Credits shall apply; if the Service Outage for Level 1 Notification is greater than sixty (60) minutes, but less than or equal to four (4) hours, ten (10) Credits shall apply; and if the Service Outage for Level 1 Notification is greater than four (4) hours, fifteen (15) Credits shall apply.

(b) if the Service Outage for Level 2 Notification or Level 3 Notification is greater than fifteen (15) minutes, but less than or equal to thirty (30) minutes, Customer will be credited an amount equal to twenty-four (24) times the hourly cost of the DDoS Detection and Alerting Services for the affected domain ("DDoS Service Credit"); if the Service Outage for Level 2 Notification or Level 3 Notification is greater than thirty (30) minutes, but less than or equal to sixty (60) minutes, five (5) DDoS Service Credits shall apply; if the Service Outage for Level 2 Notification/3 is greater than sixty (60) minutes, but less than or equal to four (4) hours, ten (10) DDoS Service Credits shall apply; and if the Service Outage for Level 2 Notification or Level 3 Notification is greater than four (4) hours, fifteen (15) DDoS Service Credits shall apply.

7.10.6 For any Service Outage occurring with respect to the SLA provided in Section 7.8, once provisioned, if during any one (1) day period, Cox fails to monitor Customer domain for a period of one (1) hour or more, Customer will be credited an amount equal to twenty-four (24) times the hourly cost of the Monitoring and Alerting Services for the affected domain ("Monitoring Service Credit"). Customer cannot receive more than one (1) Monitoring Service Credit per day.

7.11. Examples of Credit Calculation - Traffic Scrubbing (Section 7.10.4). For example, if Traffic Scrubbing allows more than 15% of dirty/malicious traffic to be passed to Customer but less than 25%, then the Service Credit due to Cox during that month is calculated as follows:

\* \$3,000 Customer Monthly Fees for that Measurement Period  
\* Service Credit = (\$3,000 / 30 \* 10) or \$1,000

#### LIMITATIONS/USE OF CREDITS.

7.12 Limitations. Cox shall not be liable for a Service Outage if the outage is due, in whole or in part, to any of the

following causes:

7.12.1 Lack of interoperability between the DDoS Service and any Customer or third party products or services. The remedies provided for in this SLA shall not be applicable in the event of Service Outage caused by any products that the DDoS Services are required to interoperate with in order for the DDoS Services to operate with Customer's systems; including any products introduced as part of a fix or modification agreed upon between the Parties.

7.12.2 Any act or omission of a third party, outside of the control of Cox, that is unreasonable by industry standards and which has a deleterious effect on the operation of a DDoS Service to the extent such act or omission is the cause for a DDoS Service to not otherwise meet the SLA's.

7.12.3 The existence of an event constituting Force Majeure

7.12.4 Documented delays resulting from Customer's failure to respond to troubleshooting requests or other reasonable requests from Cox.

7.13 Service Credits. Credits may only be applied toward Customer's purchase of DDoS Services.

## 8. COX CHANGES

8.1 DDoS Services. From time to time, Cox may make upgrades or changes to the DDoS Services which impact service commitments. Cox will provide prior notice if such changes materially diminish the functionality of the DDoS Services (including materially increasing Customer's own cost to use the DDoS Services). In the event that a change to the DDoS Services would, in Cox's commercially reasonable discretion materially diminish service commitments contained in DDoS Terms and Conditions with Customer or otherwise materially diminish the functionality of the DDoS Service ("Change"), Cox shall provide Customer with written notice at least thirty (30) days prior to the date the Change is to take effect. Any use of the DDoS Service by Customer after the Change is implemented will be deemed acceptance of the Change by Customer.

## 9. CUSTOMER CHANGES

9.1 Upgrades/Downgrades. Customer may upgrade or downgrade the Services. In the case of a downgrade, Customer shall provide written notice of their intent to downgrade thirty (30) days prior to the effective date of such downgrade. In the case of an upgrade, such will become effective on the first day of the month in which Cox was notified of the upgrade. In the event Customer wishes to upgrade their clean traffic package level effective one (1) month prior to the month that notice is given, and Customer makes such request within the first ten (10) days of a calendar month, Cox will discuss such request and possible alternative on a case by case basis. In addition, the following shall also apply where applicable: Configuration Change Fees, Deployment Fees. For the sake of clarity, in certain cases, Customers may not be able to downgrade between services. Additionally, any downgrade will, as applicable, take effect on the first day of the month following the sixty (60) day period.

## 10. SUSPENSION/TERMINATION

10.1 Suspension. Cox may suspend provision of the DDoS Services if, in Cox's reasonable determination, an Abuse occurs. Such suspension shall remain in effect until Customer corrects the applicable Abuse. In the event that, in Cox's reasonable determination, an Abuse is critically impacting, or threatens to critically impact, the Cox's network or servers, Cox

may suspend provision of the DDoS Service, as applicable, immediately and without prior notice. In the event that an Abuse is not critically impacting the Cox network or threatening to do so, Cox shall give Customer prior notice of any suspension. Such suspension shall remain in effect until Customer corrects the applicable Abuse.

10.2 Termination (Abuse). If Customer fails to correct any Abuse within thirty (30) days after notice from Cox, Cox may, in its sole discretion, terminate its provision of DDoS Services for breach without any liability or obligation to Customer for any DDoS Service suspended or terminated.

10.3 Termination (Breach). In the event of Customer's breach of these DDoS Terms and Conditions or breach under Customer's Service Agreement, Cox may, in its sole discretion and upon 30 days written notice to Customer, terminate the provision of DDoS Services, or any portion thereof.

## 11. WARRANTY; DISCLAIMER

11.1 Customer represents and warrants that: (a) Customer has all right, title and interest or is the licensee with right to use and/or access all of the Endpoints, applications and/or content Customer delivers to Cox to perform the DDoS Services and all of the content accessed by Cox at Customer's direction to perform the DDoS Services (collectively, "Content"); (b) Customer has the right to grant Cox the access rights and licenses set forth herein and has obtained or will obtain prior to Cox's performance of DDoS Services all rights, authorizations or permissions required for Cox to perform the DDoS Services; (c) Customer warrants that its provision of the SSL certificate for the HTTPS Packet Inspection service and Cox's use thereof for provision of the DDoS Service does not violate any applicable laws, security policies or regulations or infringe the proprietary or privacy rights of any third party; (d) that it shall not use the DDoS Services for any unlawful purpose; (e) Customer shall comply with The Cox Acceptable Use Policy; and (f) Customer will not use, or allow use of, the DDoS Services in a manner that: (i) is prohibited by any law or regulation or Cox AUP, or (ii) will disrupt third parties' use or enjoyment of the DDoS Services.

11.2 Specific Warranties. In addition, Customer represents and warrants that:

11.2.1 Customer is familiar with the Foreign Corrupt Practices Act ("FCPA") and in particular the Act's prohibition on payments, or giving anything of value, either directly or indirectly, by a United States company or a company that issues United States securities, to an official of a foreign government or to other forbidden recipients for the purpose of influencing an act or decision in the official's or recipient's official capacity, or inducing such persons to influence the foreign government, to assist a company in obtaining or retaining business. Customer agrees that no part of Customer's compensation or own funds will be used for any purpose that could constitute a violation of the FCPA. Customer agrees that it does not desire and will not request any service or action by Customer that would constitute such a violation. Customer has not, and agrees that it will not hire or in any other way retain a foreign official, a foreign political party, or official thereof, or official of an international organization, or a candidate for foreign political within any sales territory.

11.2.2 Customer will comply with all applicable export and import laws, restrictions, and regulations of the United States or other applicable foreign agency or authority. The DDoS Services are for use by Customer solely for Customer's internal business purposes and not for resale to any third party, including

by way of a service bureau or facilities-based service provider.

11.2.3 Customer is not a party identified on any governmental export exclusion lists and will take appropriate measures to ensure that Customers, agents and subcontractors are not in or from countries subject to U.S. embargo or identified on governmental export exclusion lists.

11.3 DISCLAIMER. THE DDoS SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COX MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED, TO ANY WARRANTIES EITHER INFACIT OR BY OPERATION OF LAW STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE DDoS SERVICES OR THE RESULTS TO BE OBTAINED FROM ITS USE. DDoS SERVICES PROVIDED ARE A COMMERCIALY REASONABLE SERVICE AND COX DOES NOT WARRANT THAT THE DDoS SERVICES OR EQUIPMENT SHALL BE ERROR-FREE, UNINTERRUPTED, SECURE OR THAT MALICIOUS TRAFFIC WILL NOT REACH AN ENDPOINT OR THAT CLEAN TRAFFIC WILL REACH AN ENDPOINT. FURTHER, COX EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR CONTENT OR INFORMATION, INCLUDING, WITHOUT LIMITATION, CONTENT PROVIDED ON ANY THIRD-PARTY WEB SITES LINKED TO THE COX WEB SITE. COX DOES NOT ADOPT NOR WARRANT THE ACCURACY OF OR THE CONTENT OF ANY LINKED WEB SITE. THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND THEREFORE ARE NOT SUBJECT TO THE CONTROL OF COX. COX DOES NOT WARRANT THE DDoS SERVICES AGAINST MALFUNCTION OR CESSATION OF INTERNET SERVICES BY INTERNET SERVICE PROVIDERS OR OF ANY OF THE NETWORKS THAT FORM THE INTERNET WHICH MAY MAKE THE DDoS SERVICES TEMPORARILY OR PERMANENTLY UNAVAILABLE.

## 12. LICENSE GRANT

12.1 Customer acknowledges that operation and performance of the DDoS Services involves repeated filtering of

traffic to the Endpoint and Customer hereby expressly consents to the same. Customer hereby grants Cox, for the Term, a non-exclusive, non-transferable, and royalty-free license to access the Endpoint and the internet traffic flowing thereto and any applications contained therein for the sole purpose of performing the DDoS Services.

## 13. GENERAL

13.1 Export Control. Customer acknowledges that Customer is subject to regulation by agencies of the U.S. Government, including regulations which prohibit export or diversion of certain data, equipment, technology, hardware and software to certain countries. Any and all obligations of Customer to provide to Customer any data, equipment, technology, hardware or software shall be subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of equipment, technology, hardware and software abroad by persons subject to the jurisdiction of the United States.

13.2 Reservation of Rights. All rights not expressly granted to Customer herein are reserved by Cox.

13.3 Health Insurance Portability and Accountability Act (HIPAA). If Customer's traffic could contain Protected Health Information ("PHI") as defined under HIPAA, Customer agrees that: (a) Customer is responsible for appropriate security measures for the traffic, including without limitation, encryption, (b) Cox will not know if the traffic is or is not PHI, and (c) the DDoS services provided by Cox are conduit services and Cox is not a business associate to Customer under HIPAA with respect to such services.

Attachment E-15

The Business Associate Agreement is hereby amended as set forth below and supersedes all prior documents submitted by **Cox Oklahoma Telecom, L.L.C.** or discussed by the parties. The parties agree to use this Business Associate Agreement or a document substantially in this form.

**BUSINESS ASSOCIATE AGREEMENT FOR VOICE SERVICES**

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Customer") on behalf of itself, and its current and future subsidiaries and affiliates, and Cox Oklahoma Telecom, LLC ("Supplier"), including all current and future lines of business, affiliates, and subsidiaries.

RECITALS

- A. Customer is subject to the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act and otherwise, and its implementing regulations (collectively "HIPAA") as a Covered Entity or Business Associate.
- B. As part of the services subscribed to by Customer, Customer has engaged Supplier to provide telecommunications services (the "Service");
- C. Supplier may create, receive, maintain, and transmit Protected Health Information in the course of providing the Service;
- D. Customer and Supplier are committed to complying with HIPAA and enter into this Agreement to safeguard the privacy and security of Protected Health Information consistent with HIPAA.

AGREEMENT

In consideration of the promises contained in this Agreement for other good and valuable consideration, the delivery and sufficiency of which is acknowledged, the parties agree as follows:

**1. Definitions**

- a) All capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as in HIPAA.
- b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this

Agreement, shall mean ---- VENDOR's NAME ----, also referred to as "Supplier" in this document.

- c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the \_\_\_\_\_, also referred to as "Customer" in this document.
- d) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- e) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164 Subparts A and E.
- f) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103 that is created, received, maintained, or transmitted by Supplier on behalf of Customer.
- g) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164 Subparts A and C.

## **2. Scope of Agreement**

This Agreement is limited to Supplier Business Voicemail Services (the "Voice Services") only. This Agreement does not include services for which Supplier does not qualify as a Business Associate under guidance issued by the U.S. Department of Health and Human Services because Supplier is acting solely as a conduit of Protected Health Information.

## **3. Permitted Uses and Disclosures by Supplier**

- a) Except as otherwise limited in this Agreement, Supplier may Use or Disclose Protected Health Information in its possession to perform the Service, provided that such Use or Disclosure would not violate HIPAA if done by Customer. All other Uses or Disclosures by Supplier not authorized by this Agreement or by specific instruction of Customer are prohibited.
- b) Except as otherwise limited in this Agreement, Supplier may Use Protected Health Information for the proper management and administration of Supplier or to carry out the legal responsibilities of Supplier, provided that such Use would not violate HIPAA if done by Customer.
- c) Except as otherwise limited in this Agreement, Supplier may Disclose the Protected Health Information in its possession to a third party for the proper management and administration or to fulfill any legal responsibilities of Supplier, provided that:
  - (i) The Disclosure is Required by Law; or

- (ii) Supplier has received, from the third party to whom the information is Disclosed, reasonable written assurances that: (1) the information will remain confidential and will be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the party; and (2) the third party will notify Supplier of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- d) Supplier agrees to make Uses and Disclosures and requests for Protected Health Information consistent with the minimum necessary standards, policies, procedures of the HIPAA Rules.

#### **4. Obligations and Activities of Supplier**

- a) Supplier shall not Use or Disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b) Supplier agrees to use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information other than as provided for by this Agreement. The Parties acknowledge that they share responsibility for security, and that Supplier is not responsible for security measures related to the Service that are under Customer's exclusive control, such as Customer's choice of passwords, PINs, or passcodes.
- c) Supplier agrees to promptly report to Customer any Use or Disclosure of Protected Health Information not provided for by this Agreement, including Breaches of Unsecured Protected Health Information.
- d) Supplier agrees to promptly report to Customer any Security Incident of which it becomes aware, except that this Section shall hereby serve as notice, and no additional reporting shall be required, of the regular occurrence of unsuccessful attempts at unauthorized access, Use, Disclosure, modification, or destruction of Electronic Protected Health Information and unsuccessful attempts at interference with system operations in Information Systems that maintain Electronic Protected Health Information.
- e) For any Breach of Unsecured Protected Health Information, Supplier agrees to supplement the above initial report with the information required by 45 C.F.R. § 164.410 without unreasonable delay and in no case later than 60 calendar days after discovery of the Breach. The Parties acknowledge that Supplier is generally not in a position to know the nature of Protected Health Information that Customer stores through the Service (e.g., the content of voice mail messages) and, therefore, Supplier may not be able in its Breach notification report to describe the nature of any Protected Health Information that is involved in a Breach or the identify of Individuals affected.
- f) Supplier agrees to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on Supplier's behalf in relation to the Service agree in writing to the same restrictions and conditions that apply through this Agreement to Supplier with

respect to such Protected Health Information.

- g) Supplier agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created, or received by Supplier on behalf of Customer, available to the Secretary of the U.S. Department of Health and Human Services (“Secretary”) for the purposes of the Secretary determining compliance with HIPAA. Nothing in this section shall be construed as a waiver of any legal privilege or of any protections for trade secrets or confidential commercial information.
- h) The Parties acknowledge that the Service is not intended to be used as part of the Customer’s Designated Record Set, and that it is the Customer’s responsibility to save Protected Health Information maintained on the Service (e.g., voice mails containing Protected Health Information) to its own systems to the extent that Customer will rely on such Protected Health Information for treatment or payment purposes. Supplier shall provide Customer with access to Protected Health Information maintained on the Service (e.g., access to voice mails) through the normal delivery of the Service, but Supplier is not able to amend Protected Health Information maintained on the Service.
- i) Supplier will maintain and, upon request by Customer, provide Customer with the information necessary for Customer to provide an Individual with an accounting of Disclosures as required by 45 C.F.R. § 164.528. The Parties acknowledge that Supplier is not in a position to know the nature of Protected Health Information that Customer stores through the Service and, therefore, Supplier is unable in its accounting of Disclosures to describe the nature of any Protected Health Information that is Disclosed or the identify of Individuals affected.
- j) To the extent Supplier is to carry out Customer’s obligation under the Privacy Rule, Supplier will comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.
- k) Supplier will comply with the applicable requirements of the Security Rule.

#### **4. Obligations of Customer**

- a) Customer shall notify Supplier of any limitation(s) in the notice of privacy practices of Customer or a Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect Supplier’s Use or Disclosure of Protected Health Information.
- b) Customer shall notify Supplier of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Supplier’s Use or Disclosure of Protected Health Information.
- c) Customer shall notify Supplier of any restriction on the Use or Disclosure of Protected Health Information that Customer or a 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 Supplier’s Use or Disclosure of Protected Health Information.

- d) Customer shall not request or cause Supplier to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Customer, except for Uses or Disclosures set forth in Section 3(b) or (c) above.

## 5. Term and Termination

- a) Term. The term of this Agreement shall commence as of the Effective Date and shall terminate when the Customer no longer receives the Service from Supplier.
- b) Termination. Upon Customer's knowledge of a breach of this Agreement by Supplier or its agents or subcontractors, Customer may terminate this Agreement and any underlying agreements in which Supplier is acting as a Business Associate of Customer ("Underlying Contracts"): (i) immediately if Customer determines that there is a continuing risk to the confidentiality, integrity, or availability of Protected Health Information that cannot be immediately cured; or (ii) after Customer has notified Supplier of the breach and provided at least 30 calendar days for Supplier to cure the breach, if Supplier has not cured the breach in such period of time.
- c) Effect of Termination.
  - (i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement or the Underlying Contracts for any reason, Supplier, and its subcontractors as applicable, shall, at Customer's preference, either return or destroy all Protected Health Information. Supplier and its subcontractors shall retain no copies of the Protected Health Information.
  - (ii) If Supplier determines that returning or destroying the Protected Health Information obtained by Supplier is infeasible, then Supplier shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for as long as Supplier maintains such Protected Health Information. If this scenario is applicable to Supplier's subcontractors, Supplier shall ensure its subcontractors compliance with this section as well to the same extent Supplier is bound by this section. This Section shall survive the termination of this Agreement for any reason.

## 6. Miscellaneous

- a) Assignment. The Parties will not sublicense or assign this Agreement or any right or interest hereunder without prior written consent, and any attempted sublicense or assignment without such consent will be void. Subject to the foregoing restriction, this Agreement will bind and benefit the parties and their respective successors and assigns.
- b) 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.

- c) Entire Agreement, Amendment; Waiver. This document sets forth the entire Business Associate Agreement and supersedes any and all prior Business Associate Agreements of the Parties with respect to the subject matter hereof. No waiver will be binding unless signed by the party to be bound. This Agreement may be modified only in writing, executed by both parties. The waiver by either party of a breach or violation of any provision of this Agreement shall not be construed to be a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement. The Parties further agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- d) Effect on Agreement. Except as specifically required to implement the purposes of this Agreement, or to the extent inconsistent with this Agreement, all other terms of the Underlying Contracts shall remain in force and effect.
- e) Governing law; Severability. Except as preempted by federal law, this Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oklahoma, without giving effect to its principles of conflict of laws. If any provision of this Agreement is determined to be invalid to any extent or in any context, such provision will be enforced to the extent and in the contexts in which it is valid, and the remaining provisions are severable and will not be affected by any such determination of invalidity.
- f) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- g) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

**CUSTOMER**

Agency

**SUPPLIER**

Supplier

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

**Attachment F to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, LLC  
RESULTING FROM SOLICITATION 0900000550**

**Negotiated Exceptions and Additional Terms to the Contract**

The Contract is hereby amended to include the terms as set forth below and the parties acknowledge and agree that this Attachment F supersedes all prior exceptions to Solicitation 0900000550 which were submitted by **Cox Oklahoma Telcom, LLC** as part of Supplier's Bid or as otherwise discussed by the parties.

<b>SOLICITATION NO. 0900000550</b>	
<b>Term &amp; Section</b>	<b>Language</b>
<b>Attachment A</b>	
Exhibit 2, IRS Publication 1075, Safeguarding Contract Language for General Services	This Exhibit is hereby deleted in its entirety. Cox is providing communication services under the Contract and it is not expected that Cox will receive or handle any FTI during the course of the Contract. The State, State Entity, Interlocal Entity, Affiliate, or any other entity purchasing services shall not use the Services for FTI as the Services sold do not comply with IRS Publication 1075. See the Cover Page, Section 4.
Exhibit 3, IRS Publication 1075, Safeguarding Contract Language for Technology Services	This Exhibit is hereby deleted in its entirety. Cox is providing communication services under the Contract and it is not expected that Cox will receive or handle any FTI during the course of the Contract. The State, State Entity, Interlocal Entity, Affiliate, or any other entity purchasing services shall not use the Services for FTI as the Services sold do not comply with IRS Publication 1075. See the Cover Page, Section 4.
<b>Attachment B – State of Oklahoma General Terms</b>	
Sec. 1, Scope and Contract Renewal, 1.3	<p>This section is deleted in its entirety and replaced with the following:</p> <p>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 negotiate in good faith to reach an agreement upon such changes in an Addendum, however this provision does not require Supplier to agree to such changes. 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.</p>

Sec. 1, Scope  
and Contract  
Renewal, 1.4

This section is deleted in its entirety and replaced with the following:

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. Notwithstanding the foregoing, Supplier shall not be required to provide more than a total of four (4) 90-day extension periods hereunder. The parties may negotiate further 90-day extensions if needed. With respect to any services provided by a third party service provider, Supplier shall not be required to provide the extension of services set forth under this provision, however Supplier will use good faith efforts to secure such services from the third party provider for the State's benefit.

<p>Sec. 2, Contract Effectiveness and Order of Priority, 2.2</p>	<p>This provision is deleted in its entirety and replaced with the following: 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:</p> <ul style="list-style-type: none"> <li>A. Any Addendum;</li> <li>B. The Cover Page to which all Attachments are attached;</li> <li>C. Attachment F;</li> <li>D. Attachment E-1;</li> <li>E. Attachment E-2;</li> <li>F. Attachment E-3;</li> <li>G. Attachment E-4;</li> <li>H. Attachment E-5;</li> <li>I. Attachment E-6;</li> <li>J. Attachment E-7;</li> <li>K. Attachment E-8;</li> <li>L. Attachment E-9;</li> <li>M. Attachment E-10;</li> <li>N. Attachment E-11;</li> <li>O. Attachment E-12;</li> <li>P. Attachment E-13;</li> <li>Q. Attachment E-14;</li> <li>R. Attachment E-15;</li> <li>S. Attachment D;</li> <li>T. Attachment C;</li> <li>U. Attachment B;</li> <li>V. Attachment A;</li> <li>W. any statement of work, work order, or other similar ordering document as applicable that is executed by both parties, unless the Chief Information Officer expressly agrees in writing therein that the terms shall supersede the order of priority of this section;</li> <li>X. Supplier's Bid, to the extent the Bid does not otherwise conflict with applicable law;</li> </ul>
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<p>Sec. 2, Contract Effectiveness and Order of Priority, 2.3</p>	<p>This provision is deleted in its entirety as the order of precedence is set forth in Section 2.2 above.</p> <p>If there is a conflict between the terms and conditions contained in Contract Documents listed as Items A through U in Section 2.2 and any terms or conditions included in any Contract Document via hyperlinks or uniform resource locators (URLs), the terms contained in the Contract Documents shall control and have priority. In addition to the foregoing, in no event will any terms and/or conditions included in a statement of work, service order or similar document executed by the State and Supplier via a link, hyperlink or URL be deemed to binding on the State and/or Supplier unless expressly agreed to in such document or an Addendum.</p>
<p>Sec. 4, Definitions, Sec. 4.13, Moral Rights</p>	<p>This provision is deleted in its entirety.</p>
<p>Sec. 4, Definitions, Sec. 4.21, Work Product</p>	<p>This provision is deleted in its entirety.</p>
<p>Sec. 5, Pricing 5.1</p>	<p>This section is deleted and replaced with the following:</p> <p>Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State of Oklahoma 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. State of Oklahoma taxes of any nature whatsoever payable by the Supplier shall not be reimbursed per Attorney General Opinion 1978-256. The parties acknowledge however that these exemptions may not apply if the State purchases Services for service locations outside of the State of Oklahoma. Notwithstanding anything to the contrary set forth in the Contract, the parties acknowledge and agree that the State is not exempt from USF charges (both federal and state levels) fees or assessments to the extent applicable to any Services purchased, that are not taxes, and for which the state is not exempt.</p>

<p>Sec. 6, Ordering, Inspection and Acceptance, 6.2</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>Supplier will provide the Services hereunder in accordance with the terms and conditions of the Contract in compliance with applicable law, and in keeping with standard industry practice. Upon installation of a service by Supplier, such services will be tested such that the Customer is satisfied that the installation was completed properly prior to the applicable term of the service commencing.</p> <p>Supplier warrants and represents that any equipment sold to the State by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be delivered 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 period of time provided 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.</p> <p>Any equipment sold pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination within five (5) days of receipt. The Customer assumes no responsibility for a product until accepted by the Customer, however the Customer shall not unreasonably withhold or delay such acceptance. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted as required hereunder. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to such acceptance.</p> <p>Pursuant to OAC 260:115-9-15, 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.</p>
<p>Sec. 6, Ordering, Inspection and Acceptance, 6.3</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>Supplier shall deliver products and services on or before the required date specified in a 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.</p>

<p>Sec. 6, Ordering, Inspection and Acceptance, 6.4</p>	<p>This provision is deleted in its entirety.</p>
<p>Sec.8, Maintenance, Insurance, Payment of Taxes and Worker's Compensation, 8.1</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;</li> <li>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;</li> <li>C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;</li> <li>D. Reserved.</li> <li>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</li> <li>F. Additional coverage required in writing in connection with a particular Acquisition.</li> </ul>

<p>Sec.8, Maintenance, Insurance, Payment of Taxes and Worker's Compensation, 8.3</p>	<p>This provision is deleted in its entirety.</p>
<p>Sec. 9 Compliance with Applicable Laws, 9.1 (F)</p>	<p>This provision is hereby deleted in its entirety and replaced with the following:  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.</p>
<p>Sec. 9, Compliance with Applicable Laws, 9.2</p>	<p>This section is deleted in its entirety and replaced with the following:  The Supplier's employees, agents and subcontractors shall adhere, only as applicable to work performed, to Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. Only as applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at <a href="https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf">https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG_0.pdf</a>. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors. "Applicable" in this paragraph means the State and Supplier expressly agree in a signed written document that the provisions apply.</p>
<p>Sec. 9, Compliance with Applicable Laws, 9.4</p>	<p>This provision is hereby deleted in its entirety and replaced with the following:  In addition to compliance under subsection 9.1 above, Supplier may have an obligation to comply with certain Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source, and such obligations are subject to the express mutual written agreement between the Customer and Supplier in the applicable ordering document.</p>
<p>Sec. 9, Compliance with Applicable Laws, 9.5</p>	<p>This section is deleted in its entirety and replaced with the following:  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.</p>
<p>Sec. 9, Compliance with Applicable Laws, 9.9</p>	<p>This section is deleted in its entirety and replaced with the following:  As of the date of execution of this Contract, Supplier represents and warrants that, the best of its knowledge, any litigation or claim or any threat thereof involving Supplier, will not materially adversely impact Supplier's ability to perform under this Contract, or to provide the Services purchased hereunder.</p>

<p>Sec. 11, Confidentiality, 11.1, Attachment B</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>For purposes of this Contract, the term “citizen data” or “citizen data and records” refers solely to the data of citizens or residents of Oklahoma that is received by Supplier in the course of providing the products and services under the Contract, and does not include any information of the citizens or residents of Oklahoma that is shared through a direct relationship between that citizen or resident and Supplier in the course of Supplier providing services to citizens or residents.</p> <p>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.</p>
<p>Sec. 11, Confidentiality, 11.3</p>	<p>The provision is deleted in its entirety and replaced with the following:</p> <p>Supplier shall 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 within twenty four (24) hours after discovery and confirmation of same. The Supplier shall also 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 involving a confirmed security incident deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs, subject to the limitation of liability in the Contract, associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including: (a) any legally required notifications and other communications to impacted citizens, regulatory agencies and other required entities, (b) credit monitoring and identity theft protection services, and (c) toll free telephone call center services.</p>

<p>Sec. 11, Confidentiality, 11.4</p>	<p>The provision is deleted in its entirety and replaced with the following:</p> <p>Supplier further agrees to use commercially reasonable efforts to 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.</p>
<p>Sec. 15, Patents and Copyrights</p>	<p>The provision is deleted in its entirety.</p>
<p>Sec. 16, Indemnification , 16.2, Infringement</p>	<p>The provision is deleted in its entirety and replaced with the following:</p> <p>Supplier agrees to indemnify the Indemnified Parties, as applicable, for any liability, damages, costs, attorneys' fees and damages, from and against any and all third party actions, claims, suits, or demands that that the Supplier services or products, when used within the scope of the Contract, knowingly infringes, violates or misappropriates a valid third party patent, copyright or trademark right ("Infringement Claim"). The foregoing indemnity shall be reduced for Infringement Claim(s) arising out of (i) use of Supplier products or services in combination with other products and services not furnished by Supplier or not previously approved by Supplier; (ii) use in a manner not normally intended or any modification of the Supplier service by the Customer; (iii) materials or content transmitted, accessed or received by the Customer and/or its end users through the use of the Supplier Services; (iv) the use of the Supplier Service by the Customer and/or end users in violation of, or in connection with a violation of, the Contract (including any Supplier policies referenced herein) or applicable laws, rules or regulations; (v) to any patent, copyright or trademark in which the State or affiliate thereof, has a direct or indirect interest. At Supplier's election, Supplier may, at its sole expense, elect promptly to do any of the following (a) procure the right for the Customer to continue using the Services or products under the Contract; (b) modify the applicable Service or product so it is no longer infringing; or (c) replace the applicable Service or product with non-infringing products or services that are functionally equivalent or superior in performance; or (d) terminate the Service without liability. The State agrees to provide Supplier with timely and prompt written notice of any Infringement Claim. The foregoing states the entire liability of Supplier for patent, copyright and trademark infringements by the products and services.</p>

<p>Sec. 16, Indemnification, 16.5, Limitation of Liability</p>	<p>This provision is deleted in its entirety, and replaced with the following:</p> <p>With respect to any claim or cause of action arising under or related to the Contract, neither Supplier, the State nor any Customer shall be liable to the other 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.</p>
<p>Sec. 17, Termination for Funding Insufficiency, 17.1</p>	<p>This provision is deleted in its entirety and replaced with the following:</p> <p>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. Prior to termination, the State shall take reasonable actions to obtain replacement funding, and the State may terminate only those applicable Contract Documents for which such appropriations or other funds are lost.</p>
<p>Sec. 18, Termination for Cause, 18.2</p>	<p>This provision is deleted in its entirety.</p>
<p>Sec. 18, Termination for Cause, 18.4</p>	<p>This provision is deleted in its entirety and replaced with the following:</p> <p>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 260:115-9-1.</p>
<p>Sec. 19 Termination for Convenience, 19.1</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>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. If this Contract or any portion thereof is terminated pursuant to this provision, the State shall be liable for the costs set forth in the Cox General Terms, Section A(3)(a) thereof (which Cox General Terms are attached to the Contract as Attachment E-2), as well as payment for all Services rendered through the date of termination.</p>

<p>Sec. 20, Suspension of Supplier</p>	<p>This provision is deleted in its entirety and replaced with the following:</p> <p>The parties acknowledge and agree that the State shall have the right to suspend Supplier in accordance with Oklahoma Administrative Code Section 260:115-3-21.</p>
<p>Sec. 23, Force Majeure, 23.2</p>	<p>This provision is deleted in its entirety. See the Cox Service Level Agreements for the sole rights and remedies (including credits and termination rights) associated with service interruptions.</p>
<p>Sec. 23, Force Majeure, 23.3</p>	<p>This provision is deleted in its entirety.</p> <p>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.</p>
<p>Sec. 24, Security of Property and Personnel</p>	<p>The provision is deleted in its entirety and replaced with the following:</p> <p>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 tangible property in its possession. If Supplier fails to comply with Customer's communicated physical security requirements, Supplier may be subject to immediate suspension of work as well as termination of the applicable Contract Documents pursuant to the applicable sections of the Contract.</p>
<p>Sec. 26, Miscellaneous, 26.1, Choice of Law and Venue</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>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. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.</p>

<p>Sec. 26, Miscellaneous, 26.4, Transition Services</p>	<p>The following language is deleted in its entirety and replaced with the following:  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.. Notwithstanding the foregoing, Supplier shall not be required to provide transition Services under this provision for longer than a total of four (4) 90-day extension periods hereunder. The parties may negotiate further 90-day extensions if needed. With respect to any services provided by a third party service provider, Supplier shall not be required to provide the extension of services set forth under this provision, however Supplier will use good faith efforts to secure such services from the third party provider for the State's benefit.”</p>
<p><b>Attachment C – Oklahoma Statewide Contract Terms</b></p>	
<p>Sec.3, Termination of Funding Insufficiency</p>	<p>Section 3 is deleted in its entirety. See Attachment B, Section 17.</p>
<p>Sec.4, Termination for Cause</p>	<p>This provision is deleted in its entirety. See Attachment B, Section 18.</p>
<p>Sec. 5, Termination of Convenience</p>	<p>Section 5 is deleted in its entirety. See Attachment B, Section 19.</p>

<p>Sec. 6, Contract Management Fee and Usage Report, Sec. 6.1</p>	<p>This provision is deleted in its entirety and replaced with the following:</p> <p>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 based on Supplier’s receipt of regular service payments, and amounts received for purchases or leases of equipment or other Acquisition payments under the Contract, net of any refunds of same 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. No such fee shall be payable on any Acquisitions which are subject to E-Rate and/or OUSF participation. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days’ written notice to Supplier. The change in fee, and any corresponding change in the Supplier pricing will be implemented via an Addendum. In the event the State increases the administrative fee it will provide Cox with sixty (60) days’ written notice and an opportunity to submit a proportionate increase in its pricing subject to final CPO approval, increases up to 2% or the current CPI, whichever is higher, shall automatically be approved. If the State increases the administrative fee above 3% without accepting Cox’s proportional increase in its pricing, Cox reserves the right to terminate the Agreement without penalty. Such proposed updated pricing shall be submitted within forty-five days from which notice was provided to Cox.</p>
<p>Sec. 6, Contract Management Fee and Usage Report, Sec. 6.2</p>	<p>This provision is deleted in its entirety and replaced with the following: “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 but only following written notice and an opportunity to cure.”</p>

**Attachment D – State of Oklahoma Information Technology Terms**

<p>Sec. 1, Definitions, Sec. 1.8 Personal Data</p>	<p>This provision is deleted in its entirety, and replaced with the following language:</p> <p><b>Personal Data</b> means any information that Supplier or its personnel collect, receive or obtain, from or on behalf of Customer, any authorized user, or any end user that (a) identifies or can be used to identify, contact, or locate a specific individual (e.g., an individual’s name, social security number, driver’s license number, state/federal identification number, account number, credit or debit card number) or (b) otherwise qualifies as personal data, personal information, or personally identifiable information under any applicable privacy laws, rules, or regulations.</p>
<p>Sec. 1, Definitions, Sec 1.9, Security Incident</p>	<p>This provision is deleted in its entirety, and replaced with the following language:</p> <p><b>Security Incident</b> means the unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.</p>
<p>Sec. 3, Compliance and Electronic and Information Technology Accessibility</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>“The State’s 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 <a href="https://oklahoma.gov/omes/divisions/information-services/about-information-services/policy-and-standards/information-and-communication-technology-accessibility-standards.html">https://oklahoma.gov/omes/divisions/information-services/about-information-services/policy-and-standards/information-and-communication-technology-accessibility-standards.html</a>. 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 the parties will negotiate in good faith to agree upon any necessary changes to the Contract in connection therewith. Such requirements shall be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum which shall be executed by both parties.</p> <p>All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.</p>
<p>Sec. 4, Media Ownership</p>	<p>This provision is deleted in its entirety.</p>

<p>Sec. 5, Offshore Services</p>	<p>The following sentence is added at the end of this provision:</p> <p>Supplier agrees that Services hereunder are not and will not be provided by Supplier or any Supplier Related Party outside the defined territories of the United States. Customer Data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission of Customer which may be withheld in the Customer’s sole discretion, from the appropriate authorized representative of Customer. Notwithstanding the foregoing, back-office administrative functions of Supplier (including but not limited to billing/invoicing, customer support, order entry, and similar activities) may be located offshore and the sun support model may be used by Supplier to the extent allowed by law applicable to any Customer Data being accessed or used.</p>
<p>Sec. 6.1, Compliance with Technology Policies, 6.1</p>	<p>This provision is deleted in its entirety and replaced with the following language:</p> <p>Supplier maintains a comprehensive information security program that includes both an information security policy and security standards that are generally aligned with the following frameworks and standards: National Institute of Standards and Technology Cybersecurity Framework (NIST CSF), ISO 27002:2022, and PCI-DSS.</p> <p>Supplier agrees to comply with the following: OMES CIO Standards: (i) Third-Party Cybersecurity Management Standard  <a href="https://oklahoma.gov/content/dam/ok/en/omes/documents/ThirdPartyCyberManagement.pdf">https://oklahoma.gov/content/dam/ok/en/omes/documents/ThirdPartyCyberManagement.pdf</a>  (however, in lieu of all due diligence/audit and security assessment rights set forth in therein Cox may provide its then current SOC 2 Type-II report for the Cox Core Networking Services upon request and with execution of a mutually acceptable non-disclosure agreement).</p>
<p>Sec. 6.1, Compliance with Technology Policies, 6.2</p>	<p>This provision is deleted in its entirety because it does not apply to the services proposed by Cox in its proposal.</p>
<p>Sec. 6.1, Compliance with Technology Policies, 6.3</p>	<p>This provision is deleted in its entirety because it does not apply to the services proposed by Cox in its proposal. Neither Cox nor the Cox services proposed in the Cox bid shall have access to CJI, or access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes. The Services sold do not comply with the CJIS Security Policy. See Cover Page, Section 4.</p>
<p>Sec. 7, Emerging Technologies</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>The State and Supplier may modify the terms of this Contract in writing and executed by both parties at any time to allow for technologies not identified in this Contract. If there are repeated requests for an “emerging technology” and the parties feel it is warranted to add such technologies, the parties may include such technology via an Addendum to this Contract.</p>

<p>Sec. 8, Extension Right</p>	<p>This section is deleted in its entirety and replaced with the following:</p> <p>In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract via an agreed upon Addendum if the State CIO determines such extension to be in the best interest of the State.</p>
<p>Sec. 9, Source Code Escrow</p>	<p>This provision is deleted in its entirety and replaced with the following:</p> <p>State and Supplier agree that Supplier is not planning to develop customized computer software developed or modified exclusively for the State. Should Supplier develop customized computer software developed or modified exclusively for the State then Supplier and the State will enter into a written and mutually agreed upon a statement of work for such development and/or modification and the following terms will apply to any such mutually agreed upon in writing Statement of work:</p> <p>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:</p> <ul style="list-style-type: none"> <li>9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;</li> <li>9.2 An assignment by the Supplier for the benefit of its creditors;</li> <li>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;</li> <li>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;</li> <li>9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;</li> <li>9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;</li> <li>9.7 Supplier's ceasing of maintenance and support of the software; or</li> <li>9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.</li> </ul>

Sec. 10, Commercial Off the Shelf Software	This provision is deleted in its entirety.
Sec. 11, Ownership Rights	This provision is deleted in its entirety.
Sec. 12, Intellectual Property Ownership	This provision is deleted in its entirety.
Sec. 15, Service Level Deficiency	This provision is deleted in its entirety.

**This provision is deleted in its entirety and replaced with the following:**

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

The parties agree to the following provisions in connection with any Customer Data associated with the current Voicemail Service provided by Supplier that is 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.

For clarification, Supplier intends to end-of-life the current voicemail platform and the parties agree that this Appendix 1 only applies to the Customer Data associated with the current voicemail platform provided by Supplier.

**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. To the extent permitted by law, Supplier shall make commercially reasonable efforts to promptly notify the Customer upon receipt of any requests Supplier receives from unauthorized third parties to 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.
3. Supplier is unable to notify Customer if Customer Data within voicemail messages using the Voicemail Service provided by Supplier is deleted by Customer, a Customer subcontractor or agent or other third party that obtains access to Customer's Voicemail. In

the event that the Supplier does become aware of confirmed unauthorized access to Customer Data created with the Supplier's Voicemail Service, Supplier will use commercially reasonable efforts to notify Customer. Supplier's Voicemail Service is not intended for long term storage of voicemail messages or for the storage of Customer Data. Voicemail messages are typically programmed to automatically delete from the Voicemail Service within thirty (30) days or earlier. Customer is responsible for setting up its own storage systems and methods for the storage of voicemail messages and any Customer Data contained in any voicemail messages. Supplier is unable to guarantee that it or any third party will be able to reconstruct any Customer Data that has been lost or damaged through use of the Voicemail Service. To the extent the Supplier is able, Supplier will use commercially reasonable efforts to assist Customer with reconstructing any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct, however, Supplier strongly encourages the State to maintain effective backup procedures for all Customer Data. Voicemail messages are highly disposable and unlikely to be retrieved.

**B. Data Security**

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide reasonable security in its provision of the Voicemail Service but Supplier is not liable for any unauthorized access to the Customer Data or for deletion or tampering with voicemail message by the State, its employees, contractors or agents. The State and Supplier shall implement and maintain reasonably 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. For Supplier's Voicemail Service, Supplier will encrypt all Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access.

3. [Intentionally deleted as this is inapplicable to voicemail.]
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. Subject to the offshoring language agreed to by the parties in Attachment F (Attachment D, Sec. 5) of this Contract, Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Intentionally omitted. See Section 10 of Attachment B and Section 6.1 of Attachment D as amended in Attachment F.
6. Upon Customer's request, provided Customer signs a mutually agreeable nondisclosure agreement specifically for the SOC2 report, Supplier will provide Customer with a SOC2 Type II report for Supplier's core networking services (which includes physical controls of two of Supplier's data centers).
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. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment materially changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no material change that results in materially lessened data protection or

materially 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 if not cured within ninety 90 days.

2. 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. At a certain point, Customer Data in Supplier's possession will need to be migrated to the new platform or it will be deleted, unless Supplier and the State agree on an alternative solution to transition the Customer Data. 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 confirmed 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 confirmed Security Incident or Data Breach to the Customer identified contact set forth herein within twenty-four (24) hours after discovery and confirmation of the Security Incident or Data Breach or within a shorter notice period as required by applicable law or regulation.

3. Supplier shall:

- a. Maintain processes and procedures to identify, respond to and analyze Security Incidents and Data Breaches;
- 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 and Data Breaches that are known to Supplier; and
- d. Document all Security Incidents and Data Breaches and their outcomes.

4. Intentionally Omitted.

**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](mailto:servicedesk@omes.ok.gov).

**G. Supplier Representations and Warranties**

Supplier represents and warrants the following:

1. As of the effective date of the Contract, Supplier does not knowingly infringe on a third party's patent or copyright or other intellectual property rights in connect with the services Supplier provides to the State in connection with Hosting services.
2. Supplier will make commercially reasonable efforts to protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with using 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., provided however the Customer is solely responsible for its management of passwords and access to its account and Supplier cannot protect against unauthorized access to and dissemination of the Customer Data in the voicemail messages to the extent resulting from Customer's employees, subcontractors, agents or other third parties that gain access to such data through poor password management or poor

management by Customer or the State of its account.

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 [Intentionally Omitted. See Sections 16.1 and 16.4 of Attachment B and Section 16.2 of Attachment B as amended in Attachment F.]**

**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. other than in the normal course of business. For example, voicemails are set to automatically delete periodically (typically within 30 days) unless Customer adjusts the auto deletion settings.
2. In the event of a termination or expiration of the Contract, the parties further agree:  
Supplier recommends that Customer download all voicemail data before termination or expiration of the Contract. Provided the voicemail data is not already deleted, Supplier will make commercially reasonable efforts to cooperate with Customer for an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer that is also agreed to by Supplier. After such period, Supplier shall, unless

	<p>legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.</p> <ol style="list-style-type: none"> <li>3. Intentionally deleted as voicemail is set to automatically delete within 30 days or less.</li> <li>4. The State shall be entitled to any post termination or expiration assistance generally made available by Supplier with respect to the applicable services.</li> <li>5. Any disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable after a certain period of time. Certificates of destruction shall be provided to Customer within a reasonable period of time after its request for disposal of data.</li> </ol>
Appendix 2	<p>Appendix 2 is hereby deleted because it is not applicable. Neither Cox nor the Cox services proposed in the Cox bid shall have access to CJI, or access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes. The Services sold do not comply with the CJIS Security Policy. See Cover Page, Section 4.</p>