

ADD ON

AGENDA	
Section	New Business
Item No.	<b>VI C 1</b>



Meeting Date
<b>May 17, 2016</b>

**AGENDA REPORT**

*BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS*

SUBJECT:	Approval, RE: Permission to award and execute contract for Request for Proposal No. P-4-16-04 Voice Communications to Bright House Networks
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DEPT/OFFICE:	CENTRAL SERVICES/PURCHASING SERVICES FOR INFORMATION TECHNOLOGY
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**Requested Action:**  
 It is requested the Board grant permission to negotiate and award Request for Proposal P-4-16-04 for Voice Communications to Bright House Networks and authorize the Chairman to execute the resulting contract upon approval by Risk Mangement and the County Attorney's office. It is also requested the Board approve the attached inter-departmental loan agreement to fund purchase of the phone equipment, and approve all applicable budget adjustments.

**Summary Explanation & Background:**

On May 26, 2015, the Board of County Commissioners directed staff to solicit proposals for replacement of the County's telephone system. A Request for Proposals was advertised on August 20, 2015 and proposals were received and opened on October 20, 2015. Proposals were received from AT&T Corp.; Verteks Consulting, Inc.; Interdev; Catapult Systems, LLC; Bright House Networks, LLC; and Hayes e-Government Resources. Responses were also received from Fractel, and Zones, Inc. for phones only.

The County hired a consultant; Elert and Associates, to review and provide a proposal evaluation to the County to aid the Selection Committee in their evaluation of the proposals received.

A Selection Committee was appointed consisting of Dennis Neterer, Deputy Chief Fire Rescue; Kimberly Prosser, Director of Emergency Management; Jay Shifflette, Sr. Network Administrator; Tim Bobanic, Chief Deputy – Information Systems for Supervisor of Elections; and Mark Van Bever, Court Administrator.

The Committee first met on February 1, 2016. On April 22, 2016 the Committee met for a second time, and unanimously voted to only consider those bidders that proposed a Voice Communication System, and to not consider the proposals from Fractel and Zones, Inc., as their phone costs were not determined to offer any savings to the County. The Committee unanimously voted to have the six remaining proposers come back and give presentations at a later date.

The Selection Committee met on May 10, 2016 and heard presentations from Bright House Networks; Interdev; Verteks Consulting, Inc.; AT&T; and Hayes e-Government Resoures. Catapult Systems, LLC withdrew their proposal on May 9, 2016 and therefore did not present.

Clerk to the Board instruction:

Exhibits Attached: Elert & Associates Proposal Evaluation; Final Rankings, Inter-Departmental/Fund Loan Agreement

<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
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County Manager	Assistant County Manager	Frank Abbate	Department Director / Extension
Stockton Whitten	Assistant County Manager	Venetta Valdengo	Teresa Camarata ext. 5-2543

**Meeting Date: May 17, 2016**

### **Summary Explanation & Background (continued)**

Following the presentations, including questions and answers, the committee scored and ranked the firms as follows: Bright House Networks #1; Verteks Consulting #2; Interdev #3; AT&T #4; and Hayes e-Government Resources #5. The Selection Committee then voted unanimously to recommend award of Bright House Networks' recommended solution to the Board of County Commissioners.

The recommended solution provided by Bright House Networks is a hosted cloud solution and includes installation of a separate voice only WAN and LAN with dual connections into all critical locations.

### **Fiscal Impact**

This contract is for three (3) years with the option to renew for up to three (3) additional one (1) year periods. Estimated three (3) year cost is \$1,932,894.00 or \$644,298.00 annually plus capital cost of \$553,250.00 to be funded by inter-departmental loan from Human Resources, Risk Mangement. Overall annual savings projected over current phone related costs are \$279,000.00. Projected savings over six years is \$1,674,000.00.



BOARD OF COUNTY COMMISSIONERS

*file*  
Information Technology Department

2725 Judge Fran Jamieson Way  
Building C, Room 203  
Viera, Florida 32940

## Inter-Office Memo

TO: Deborah Thomas, Administrative Assistant

FROM: Alice Colon, Admin Secretary, I.T. , x52889

DATE: September 28, 2016

RE: Signed Rider to Bright House Networks Business Solutions Services  
(VoIP Implementation)  
Board Date: 5/17/16  
Item VI.C.1

Attached for the Clerk's records is the original executed contract between Brevard County and Bright House regarding the Voice Communications RFP #P-4-16-04 (copy of the Tammygram is also attached). I have kept a copy for our department's records.

Thank you.

/ac

Attachments

# BREVARD County

BOARD OF COUNTY COMMISSIONERS

FLORIDA'S SPACE COAST

Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us



COPY

May 18, 2016

## MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item VI.C.1., Permission to Award and Execute Contract for Request for Proposal No. P-4-16-04 Voice Communications to Bright House Networks

The Board of County Commissioners, in regular session on May 17, 2016, granted permission to negotiate and award Request for Proposal P-4-16-04 for Voice Communications to Bright House Networks; authorized the Chairman to execute the resulting contract upon approval by Risk Management and the County Attorney's Office; approved the Inter-Departmental/Fund Loan Agreement to fund purchase of the phone equipment; and approved all applicable budget adjustments. Enclosed is the Inter-Departmental/Fund Loan Agreement.

**Upon execution by the Interim Information Technology Director and Human Resources Director, please return a fully-executed Inter-Departmental/Fund Loan Agreement for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

Encl. (1)

cc:  Interim Information Systems Director  
 Human Resources Director  
 Finance  
 Budget

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



**INITIAL CONTRACT FORM**

**SECTION I - The following information must be completed on all new contracts submitted to the Board.**

<b>1. Contractor:</b> Bright House Networks Business Solutions	
<b>2. Fund/Account #:</b> 5011-389111	<b>Department Name:</b> Information Technology
<b>4. Contract Description:</b> Rider to Bright House Business Solutions Services Master Agreement	
<b>5. Contract Monitor:</b> Jeff McKnight	<b>6. Mail Stop #:</b> Viera, C203
<b>7. Dept./Office Director:</b> Jeff McKnight	<b>8. Contract Type:</b> Payable/Operational/Agreement
<b>ACTION DATE:</b> 30 days from entry	<b>ACTION REQUIREMENT:</b> Review by CAO and Risk. Then receive Chairman's signature on contract.

**SECTION II - The following departments must approve all contracts submitted to the Board:**

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	JSM	9/14/16
Risk Management	✓	_____	[Signature]	9/23/16
County Attorney	_____	_____	_____	_____

If any office denies approval, the package will be returned immediately to the User Agency.

**SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST**

<b>DATABASE REQUIRED FIELDS</b>	<b>Complete ✓</b>
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Right To Audit Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

**NOTE:** This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

**BREVARD COUNTY  
BOARD OF COUNTY COMMISSIONERS**



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	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	<i>JAN</i>	9/14/16
Risk Management	✓	_____	<i>CL</i>	9/14/16
County Attorney	✓	_____		

If any office denies approval, the package will be returned immediately to the User Agency.

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Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund and GL Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status	<input type="checkbox"/>
Contract Title	<input type="checkbox"/>
Contract Type	<input type="checkbox"/>
Contract Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date	<input type="checkbox"/>
Contract Effective Date	<input type="checkbox"/>
Contract Expiration Date	<input type="checkbox"/>
Contract Absolute End Data (No Additional renewals/extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management Approval; Signed/Executed Contract)	<input type="checkbox"/>
Right To Audit Clause Included in Contract	<input type="checkbox"/>
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>
<b>Note:</b> Insurance Certificates uploaded under collapsible/expandable <u>Monitor Bar Section</u> Change Order/Task Order uploaded under collapsible/expandable <u>Monitor Bar Section</u> Contract Renewal documents uploaded under collapsible/expandable <u>Renewal /Bar Section</u>	

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**Rider to  
Bright House Networks Business Solutions Services Master Agreement  
Terms and Conditions (the "Agreement")**

1. **SCOPE OF SERVICES.** Section 2.0 of the Agreement is hereby amended to insert the following at the end:

BHN agrees that the Scope of Services shall be in accordance with the terms and conditions set forth in the Brevard County Proposal for Voice Communications RFP #P-4-16-04, including all attachments, addenda, dated August 20, 2015, ("RFP") and the BHN Response to the RFP submitted on October 20, 2015, and incorporated herein by this reference.

2. **TERM.** The second sentence of Section 6.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

The Initial Term of this Master Agreement shall be from the date of last signature of the Parties until June 30, 2019. Customer may elect to renew the Master Agreement under the same terms and conditions, for up to three (3), one (1) year renewal terms; provided that such renewal terms and conditions are mutually agreed upon by the Parties in writing.

3. **PAYMENT OF SERVICES.** Section 7.0 of the Agreement is hereby amended to insert the following at the beginning:

The Service Charges during the Initial Term shall be as set forth in the BHN Price Sheet attached hereto as Exhibit A.

4. **DEPOSIT AND ADVANCE PAYMENT.** Section 7.1 of the Agreement is hereby deleted in its entirety.

5. **TAX EXEMPTION.** The first sentence of Section 8.0 of the Agreement is hereby amended by deleting the word "applicable" and replacing it with the words "that Customer is not exempt from such charges by law".

6. **TERMINATION AND REMOVAL OF EQUIPMENT.** The sixth sentence of Section 11.0 (iv) of the Agreement is hereby deleted in its entirety and replaced with the following:

(iv) Customer shall permit BHN to remove, in BHN's discretion, the System and BHN Equipment. BHN shall be responsible for the reasonable and documented costs of removing the System and BHN Equipment, at BHN's discretion. Any portion of the System or any BHN Equipment not removed before the expiration of the Right of Entry Access Term set forth in Section 3.1(iv) above shall be considered abandoned by BHN and shall automatically become Customer's property.

7. **TERMINATION FOR CONVENIENCE.** Section 11.1 of the Agreement is hereby amended to insert the following at the end:

Notwithstanding anything to the contrary herein, for the purposes of this RFP, this Master Agreement may be terminated by either Party for convenience, upon ninety (90) days prior

written notice to the other Party; provided that BHN shall be paid for Services performed through date of termination, including any applicable non-recurring charge, construction or installation charges due to BHN.

8. **EARLY TERMINATION FOR DOWNTURN.** Section 11.1 of the Agreement is hereby amended by inserting the following at the end:

In the event Customer needs to downgrade its Service at one or more locations due to a business downturn and not due to a transfer of any portion of the Service to another provider, there shall be no early termination liability for those services at that affected location. Customer will be responsible for paying all charges due through date of service downgrade. Customer must provide BHN with a thirty (30) day written notice prior to the date of termination and specifically state the reason for the closing. This provision does not apply if Customer ports any number or otherwise transfers any services from the affected location to another service provider.

9. **INDEMNIFICATION.** Section 12.0 of the Agreement is hereby amended by inserting the following at the end:

; provided that Customer shall not be obligated under this Section 12.0 with respect to any claim to the extent BHN is obligated to indemnify Customer for such claim. BHN agrees to defend, indemnify and hold harmless Customer, its affiliates, its end users and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' fees and other professionals' fees, resulting directly from (a) the provision of the Service, including but not limited to any breach of this Master Agreement by BHN; or (b) personal injury or property damage caused by the gross negligence or willful misconduct of BHN or its contractors or agents. Customer's indemnity obligations hereunder shall be subject to Customer's common law right of sovereign immunity, except to the extent of the limited waiver of sovereign immunity set forth in Section 768.28 of the Florida Statutes. Nothing in this Master Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10. **LIMITATION OF LIABILITY.** Section 14.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

14.0 LIMITATION OF LIABILITY. IN NO EVENT SHALL BHN BE LIABLE TO CUSTOMER, ANY END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF WHETHER BHN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BHN'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL BHN'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. EXCEPT FOR LOSSES OR

DAMAGES DIRECTLY RESULTING FROM BHN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BHN SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES. IN THE EVENT OF ANY LOSSES OR DAMAGES RESULTING DIRECTLY FROM THE UNAVAILABILITY OF THE VOICE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES RESULTING FROM BHN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THEN, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE BODY OF THE MASTER AGREEMENT, BHN'S AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION RESULTING FROM SUCH UNAVAILABILITY, REGARDLESS OF HOW SUCH LIABILITY IS CHARACTERIZED, SHALL BE LIMITED TO \$500,000.00.

11. **NO ARBITRATION.** Section 21.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

21.0 **MEDIATION.** Prior to submitting for litigation, the Parties agree that such controversy or claim shall be resolved by first resorting to non-binding mediation conducted under JAMS rules in Brevard County, Florida. The aggrieved Party will submit a notice to the other of its dispute and will give proper and ample notice to the other of its interest in pursuing mediation to settle said dispute. Each Party will be responsible for its own costs and expenses relating to such mediation. The Parties hereby agree that any dispute not resolved in mediation shall be resolved either in the State Courts of Florida, wherein venue shall lie in Brevard County or in the Federal Courts wherein venue shall lie in the Middle District, Orlando Division. For any litigation arising out of this Master Agreement, each Party will be responsible for its own costs and expenses relating to such litigation.

12. **GOVERNING LAW.** The first sentence of Section 22.0 of the Agreement is hereby deleted in its entirety and replaced with the following: "This Master Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Florida.

13. **ASSIGNMENT.** The fourth sentence of Section 22.0 of the Agreement is hereby deleted in its entirety and replaced with the following:

Neither Party may assign this Master Agreement without the prior written consent of the other Party, except that upon thirty (30) days' prior written notice to the other Party, either Party may assign this Master Agreement without such consent (i) pursuant to any merger, acquisition, consolidation, sale or other transfer of all or substantially all of the assets or business of the assigning Party or (ii) to any affiliate of the assigning Party; provided that any such assignee agrees in writing to assume all obligations of the assigning Party under this Master Agreement. For the purposes of this paragraph, an "affiliate" of a Party means any entity which controls, is controlled by, or is under common control with the Party, where "control" of an entity means ownership of fifty percent (50%) or greater of the equity of that entity or the ability to direct the management of that entity. Any purported assignment of this Master Agreement in violation of this Section is void. This Master Agreement binds and benefits the Parties and their respective successors and assigns.

14. **INSURANCE REQUIREMENTS.** BHN shall procure and maintain, at its own expense, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the vendor and subcontractors, as required by law.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the vendor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves Services related to construction projects the vendor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. BHN is required to procure and maintain all such specialty coverage in accordance with prudent business practices within BHN's industry.

Prior to commencing any work under this Master Agreement, BHN shall provide certificates of insurance to Customer demonstrating that the aforementioned insurance requirements have been met. The certificates of insurance shall indicate that the policies have been endorsed to cover Customer as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to Customer.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of BHN under the terms of the Master Agreement. Subcontractor's insurance shall be the responsibility of BHN.

15. **MANUFACTURER'S WARRANTY.** Attachment B of the Agreement is hereby amended to insert the following at the end:

B26 Pursuant to the RFP, Customer will purchase certain Cisco equipment and devices ("Cisco Equipment") and Polycom equipment and devices ("Polycom Equipment"), as

detailed within the Device and Maintenance Pricing Sheet attached hereto as Exhibit B and as specifically requested by Customer pursuant to an Order.

1. BHN will pass through to Customer the following manufacturer's warranty:

(i) A Cisco 90-Day Limited Hardware Warranty as set forth in Exhibit C attached hereto.

(ii) A Polycom Limited Hardware Warranty (return to factory repair and repair cycle time) and Software Warranty (bug fixes only) as set forth in Exhibit D attached hereto.

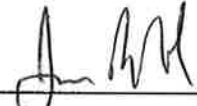
2. Customer acknowledges that BHN is not an authorized service provider for the Cisco Equipment or Polycom Equipment. Customer acknowledges that the warranties listed above will be provided and performed solely by the manufacturer of the Cisco and Polycom Equipment. EXCEPT AS SET FORTH IN THIS SECTION AND IN EXHIBIT C AND EXHIBIT D ATTACHED HERETO, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WILL APPLY WITH RESPECT TO THE CISCO EQUIPMENT AND THE POLYCOM EQUIPMENT AND ALL SUCH WARRANTIES ARE SUBJECT TO THE DISCLAIMERS SET FORTH IN SECTION 13.0 OF THE MASTER AGREEMENT. Customer understands and acknowledges that BHN does not offer or provide an extended warranty for the Cisco Equipment and Polycom Equipment.

**B28 BHN MAINTENANCE PLAN.** BHN shall extend a limited maintenance plan that covers any defective or damaged handsets purchased directly from BHN by Customer pursuant to this RFP; provided that Customer shall return any defective handset to BHN. This maintenance plan does not cover handsets that are lost, stolen, or damaged by misuse, abuse, accidents, unauthorized modification or repair, or other causes unrelated to defective materials or workmanship while in the possession of Customer.

16. **ATTACHMENTS.** The Agreement is hereby amended to delete Attachments A, H, and J in their entirety.


17. **AMBIGUITY.** In the event of any ambiguity, conflict or inconsistency between this Rider and the Agreement, the terms and conditions of this Rider shall prevail and control.

**BREVARD COUNTY**

By:   
Print: Jim Bartfield  
Title: Chairman  
Date: 9-26-2016

**BRIGHT HOUSE NETWORKS, LLC**

By: Charter Communications, Inc., its manager

By:   
Print: ~~Brad Freathy~~ PAUL HANSON  
Title: AREA VICE PRESIDENT  
VP, Enterprise Strategic Solutions  
Date: 9/27/16

  
REVIEWED  
For Legal Form and Content  
Assistant County Attorney

**EXHIBIT A**

**BHN PRICE SHEET**

**BHN Price Sheet**

<b>*Hosted Voice Core Service Offering - Lease Option</b>	
<b>User Packs</b>	<b>Recommended MRC Per Unit</b>
Basic Feature Packs	\$14.50
Premium Feature Packs	\$16.50
Conference / ATA	\$5.00

<b>Leased Handset Options</b>	<b>Recommended MRC Per Unit</b>
Polycom VVX101	\$2.75
Polycom VVX300	\$3.75
Polycom VVX410	\$6.75
Polycom VVX500	\$7.75
Polycom VVX600	\$9.75
Polycom IP 6000 Conference	\$18.00
Cisco SPA2122 (2 port ATA)	\$2.00

**\*Note: Service includes 250,000 minutes of free outbound domestic long distance per month.**

**BHN Price Sheet**

<b>Hosted Voice Enhanced Service Offerings (Optional)</b>	<b>Cost Per Unit</b>
<b>Call Center</b>	
Enhanced Agent with Unity	\$11
Supervisor with Unity Supervisor	\$35
<b>Client Software</b>	
Receptionist Console - Enterprise	\$100
Unity Desktop Pro	\$1
<b>Unified Communications</b>	
Anywhere Connect - Business	\$2
Anywhere Connect - Enhanced	\$6
Anywhere Connect - Premium	\$9
<b>Add-Ons</b>	
Auto Attendant	\$4
Additional Voice Mail	\$2
Fax to Email Nationwide (100 pages per Month)	\$8
Fax to Email Nationwide (500 pages per Month)	\$20
Fax to Email Nationwide (1000 pages per Month)	\$34
<b>Call Recording</b>	
Business Recording & Analytics	\$18
Premium Recording & Analytics	\$20
Additional Audio Mining Pack (3)	\$11
On Demand Mobile Recording	\$7
Additional Storage (1TB)	\$80
<b>Additional Training</b>	
On-site Training	\$1,500
Webinar Training	\$250

### BHN Price Sheet

Hosted Voice Handset	Purchase Price Per Unit
Polycom VVX101	\$90.00
Polycom VVX300	\$115.00
Polycom VVX410	\$190.00
Polycom VVX500	\$240.00
Polycom VVX600	\$300.00
Polycom IP 6000 Conference	\$585.00
Cisco SPA2122 (2 port ATA)	\$60.00

**\*Note: Price includes installation and configuration.**

**BHN Price Sheet**

<b>*Metro Ethernet Service</b>	
<b>Bandwidth</b>	<b>MRC per Unit</b>
10	\$225.00
20	\$292.50
30	\$337.50
50	\$360.00
70	\$382.50
100	\$427.50
200	\$540.00
300	\$630.00
400	\$720.00
500	\$810.00
700	\$1,080.00
1000	\$1,350.00
2000	\$1,800.00
4000	\$2,700.00
5000	\$3,600.00
6000	\$4,500.00
8000	\$5,400.00
10000	\$6,300.00

**\*Note: These prices are available only with award of one of the Hosted Voice options.**

## BHN Price Sheet

*Dedicated Internet Access	
Bandwidth	MRC Per Unit
20	\$360
30	\$390
40	\$420
50	\$480
100	\$810
200	\$1,380
300	\$1,800
400	\$2,200
500	\$2,400
1000	\$4,200

## BHN Price Sheet

<b>**Updated Coax HSD (High Speed Internet)</b>	
<b>Bandwidth</b>	<b>*MRC Per Unit</b>
50 x 5 Mb	\$50.00
100 x 10 Mb	\$100.00
200 x 20 Mb	\$150.00
325 x 25 Mb	\$200.00

<b>***Service</b>	<b>*MRC Per Unit</b>
POTS Lines	\$14.00

**\*Note 1: These price are available only with award of one of the Hosted Voice options.**

**\*\*Note 2: HSD service is only available to those sites that will have coax connectivity.**

**\*\*\*Note 3: BHN will coordinate with the County to provide POTS lines for the 22 locations that are being served via a Type 2 circuit. Type 2 circuits are those where BHN is leasing transport from another provider.**

**EXHIBIT B**

**BHN Device and Maintenance Pricing Sheet**

<b>Handsets</b>	<b>Purchase Price</b>
Polycom VVX101	\$90.00
Polycom VVX300	\$115.00
Polycom VVX410	\$190.00
Polycom VVX500	\$240.00
Polycom VVX600	\$300.00
Polycom IP 6000 Conference	\$585.00
Cisco SPA2122 (2 port ATA)	\$60.00

<b>Handsets</b>	<b>Maintenance Plan MRC per device</b>
Polycom VVX101	\$1
Polycom VVX300	\$1
Polycom VVX410	\$2
Polycom VVX500	\$2
Polycom VVX600	\$3
Polycom IP 6000 Conference	\$4
Cisco SPA2122 (2 port ATA)	\$1

**EXHIBIT C**

Cisco 90-Day Limited Hardware Warranty

# Cisco 90-Day Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

**Duration of Hardware Warranty:** Ninety (90) Days

**Replacement, Repair or Refund Procedure for Hardware:** Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

**To Receive a Return Materials Authorization (RMA) Number:** Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

**Complete the form below and keep for ready reference.**

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<http://www.cisco.com/go/warranty>

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

78-5236-01D0

**EXHIBIT D**

Polycom Limited Hardware and Software Warranty



## PRODUCT WARRANTY GUIDE

Use the chart below to determine the warranty periods applicable to Polycom's Limited Warranty for products. The Terms and Conditions are listed on pages two and three.

Product Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
<b>Video Endpoints</b>			
Polycom® RealPresence™ Group Series	90 days	1 year	30 days
Polycom® HDX® Systems	90 days	1 year	30 days
Polycom® QDX® 6000	90 days	1 year	30 days
Polycom® CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
<b>Voice</b>			
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Polycom® Communicator™ products	90 days	1 year	30 days
Polycom® CX Series products	90 days	1 year	30 days
Polycom® SoundStructure® products	90 days	1 year	30 days
Polycom® Vortex® products	90 days	2 years	30 days
<b>Polycom® RealPresence® Platform</b>			
Polycom RealPresence® CloudAXIS™ suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom RealPresence® Content Sharing suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom® RealPresence® Collaboration Server solutions	90 days	1 year	30 days
Polycom® RealPresence® Media Manager® software RealPresence® Capture Station solution, Polycom® RSS™ 5000 server	90 days	1 year	30 days
Polycom® RealPresence® Resource Manager application	90 days	1 year	30 days
Polycom® CMA® and Polycom® RealPresence® DMA® applications	90 days	1 year	30 days
Polycom® VBP® security solutions	90 days	1 year	30 days
Polycom® RealPresence® Access Director™ solutions	90 days	1 year	30 days
<b>Telepresence and Vertical Solutions</b>			
Polycom® RPX™, OTX™, and ATX™	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
Halo™ Series	90 days	1 year	30 days
<b>Hardware Upgrades and RMAS</b>			
All products	90 days or balance of original product warranty period, whichever is longer.	90 days or balance of original product warranty period, whichever is longer.	

## PRODUCT WARRANTY GUIDE

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THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

**LIMITED HARDWARE WARRANTY.** Polycom warrants to the end user ("You" or "Your") that the hardware product will be free from defects in workmanship and materials, under normal use and service, for one year, or such longer period as Polycom may announce publicly from time to time for particular products, from the date the product is shipped by Polycom or its Authorized Reseller. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair the defective product or part, deliver to You an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to You the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned. Polycom warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to You, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to You.

**LIMITED SOFTWARE WARRANTY.** Polycom warrants to You that the software product (whether pre-loaded on hardware or provided as a standalone product) will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date the hardware product is shipped by Polycom or its Authorized Reseller or the software is initially download by You, as applicable. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair or replace the defective software, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to You the purchase price paid for the defective product. Any replacement software will substantially conform to the accompanying documentation and be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

**EXCLUSIONS.** Polycom will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions;
- Unauthorized product modification or alteration;
- Unauthorized use of common carrier communication services accessed through the product;
- Abuse, misuse, negligent acts or omissions of Yours and persons under Your control; or
- Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards.

**WARRANTY EXCLUSIVE.** IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, YOUR SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. POLYCOM DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FOR SOFTWARE PRODUCTS, YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCT TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

**SUPPORT & SERVICE AGREEMENTS.** Product support and services are covered under a separate services agreement. If You purchased Your product from a Polycom Authorized Reseller, contact the Authorized Reseller for information about support and service agreements applicable to Your product. For information on Polycom service, go to the Polycom website [www.polycom.com](http://www.polycom.com), products and services menu, or call 1-800-765-9266, outside the US call 1-408-526-9000, or Your local Polycom Office, as listed on the Polycom website.

## PRODUCT WARRANTY GUIDE

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, POLYCOM EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF POLYCOM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to You. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives You specific legal rights which may vary depending on applicable local law.

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[www.polycom.com/polycom-capital](http://www.polycom.com/polycom-capital)

### About Polycom

Polycom is the global leader in standards-based unified communications (UC) solutions for telepresence, video, and voice powered by the Polycom® RealPresence® Platform. The RealPresence Platform interoperates with the broadest range of business, mobile, and social applications and devices. More than 400,000 organizations trust Polycom solutions to collaborate and meet face-to-face from any location for more productive and effective engagement with colleagues, partners, customers, specialists, and prospects. Polycom, together with its broad partner ecosystem, provides customers with the best TCO, scalability, and security for video collaboration, whether on-premises, hosted, or cloud-delivered. Visit [www.polycom.com](http://www.polycom.com) or connect with Polycom on Twitter, Facebook, and LinkedIn.

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## Bright House Networks Business Solutions Services Master Agreement

## Terms and Conditions



**1.0 AGREEMENT.** These Bright House Networks Business Terms and Conditions ("Terms and Conditions"), and any Orders (as defined below) constitute the "Master Agreement" by and between Customer and Bright House Networks, LLC (including any Bright House Networks, LLC-affiliated entity providing the Services, "BHN"), together with Customer, the "Parties", and each individually, a "Party") for the services specified on such Orders ("Services"). The attachments to these Terms and Conditions ("Attachments") further describe BHN's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service.

**2.0 SERVICES AND ORDERS.**

**2.1** Subject to the terms and conditions of this Master Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), BHN shall provide Customer with the Services, pursuant to and in conformance with any Order accepted in accordance with Section 2.2 below during the Term (as defined in Section 6 below). Customer understands and agrees that certain Services may not be available in all BHN service areas and that BHN, upon entering into an Order with Customer may, at its own discretion, utilize one or more of its affiliates or another party or parties to deliver the applicable Service. Unless otherwise set forth on an applicable Attachment, BHN shall use commercially reasonable efforts to provide each Service identified in an Order seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond BHN's reasonable control.

**2.2** Customer shall request Services hereunder by issuing to BHN one or more proposed service order(s) pursuant to this Master Agreement (in the form provided or approved by BHN) or via a mutually agreed electronic order entry system. Upon BHN's acceptance of a proposed BHN service order(s), such service order(s) shall be deemed an "Order" hereunder and shall be deemed incorporated into this Master Agreement. A proposed BHN service order shall be deemed accepted upon the earlier of (a) BHN's acceptance of such service order in writing; or (b) BHN's commencement of delivery of the Service(s) set forth in such service and/or work order. And furthermore, in the event Customer cancels an Order prior to BHN actually delivering Services, and in the event that BHN incurs construction or installation charges, then Customer shall reimburse BHN for such charges actually incurred.

**3.0 SERVICE & EQUIPMENT INSTALLATION.** Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Service will be provided, or who shall use the Service, as applicable (each "End User"), shall obtain and maintain, throughout the Term such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, BHN personnel to install, deliver, operate and maintain the Service and BHN Equipment (as defined in Section 4 below) as contemplated herein at Customer's and any End User's facilities. Customer shall permit BHN reasonable access to Customer's and any End User's facilities at any time as needed to install, configure, upgrade, maintain or remove the BHN Equipment and other Service components collocated at such facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any BHN Equipment as specified by BHN and that is required to provide the Services here under. In addition, Customer will provide BHN with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of BHN Equipment at the Customer locations identified in an Order, for the term of the applicable Order. Customer shall not charge BHN, and shall ensure that BHN does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by any End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides BHN with all required consents, BHN shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on an Order. BHN shall provide Customer with a completion notice or work order upon completion of the installation of a Service. In the event that BHN is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to BHN; or (ii) BHN not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay BHN an installation fee at BHN's then prevailing rates for any installation trip made by BHN and an additional installation fee for each subsequent trip necessary to perform the Service installation. Interconnection of the Service and BHN Equipment with Customer's or any End User's, as applicable, equipment will be performed by Customer unless otherwise agreed in writing between the Parties. Customer shall be solely responsible for securing and maintaining any and all Customer equipment, including, but not limited to, Private Branch Exchanges ("PBXs") and Trunk Equipment (as defined in Attachment B), where applicable.

**3.1 RIGHT OF ENTRY.** If Customer is the owner of the premises where the Services will be provided (the "Premises"), the following additional terms shall apply:

- (i) **System; Services.** Customer hereby grants to BHN the non-exclusive right to install, operate, inspect, maintain, modify, repair, replace, relocate and remove a coaxial cable, fiber and/or wireless communication services distribution system (the "System") and to market, sell and provide multichannel video, data, phone and other services ("Service Offerings") to and from the Premises. BHN will install and maintain the System at the Premises at its sole cost and expense, in a good and workmanlike manner and in accordance with good engineering practices and all applicable laws, rules and regulations.
- (ii) **Ownership and Use.** The System will be and remain the sole personal property of BHN and will not be deemed to be affixed to the Premises. Customer will not, and will not authorize any other party to, tamper with, attach to or use any portion of the System without the prior written approval of BHN. If any of the System is not removed from the Premises prior to the expiration of this Section 3.1 (as set forth in subsection (iv) below), then BHN will be deemed to have abandoned such personal property in place, and title to such property automatically will vest in Customer.

- (iii) **Alteration to Premises.** BHN will be responsible for any or all damages directly caused by its faulty workmanship or installation of the System, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment is part of normal workmanship and will not be deemed damages.
- (iv) **Right of Entry Term.** This Section 3.1 will remain in full force and effect for so long as BHN provides any Service Offering to any occupant of the Premises, plus an additional 90 days thereafter to effect any removal of the System.
- (v) **Representations and Warranties.** Customer represents and warrants that (a) Customer has the full authority to fully perform its obligations hereunder and to grant the rights granted to BHN herein, (b) no party has any contractual right or any interest in the Premises that conflicts with any rights granted hereunder, and (c) the Premises is not part of a bankruptcy proceeding, foreclosure action, or deed-in-lieu-of-foreclosure transaction.

**4.0 SUPPORT & MAINTENANCE.** BHN shall use commercially reasonable efforts to maintain the BHN-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items (collectively, the "BHN Equipment"), on BHN's side of the demarcation points used by BHN to provide the Service. Notwithstanding any contrary provision set forth in this Master Agreement, equipment and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. BHN shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by BHN and Customer. Customer is responsible for all communications and interfaces with End Users. In no event shall BHN be responsible for providing support for any network, equipment or software not provided and installed by BHN under this Master Agreement or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, BHN shall use commercially reasonable efforts to restore any cable cuts on the BHN network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for BHN Equipment and Service components collocated at Customer's or any End User's facility, including without limitation by performing reboots, as requested by BHN. If BHN responds to a service call initiated by Customer, and BHN reasonably determines that the cause of the problem is not due to BHN's Network, but is due to Customer's equipment or facilities, or a third party, Customer must compensate BHN for the service call at BHN's then prevailing rates.

#### **5.0 CUSTOMER OBLIGATIONS.**

**5.1** Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by BHN. Customer shall ensure that End Users' use of the Service, if any, shall comply with all applicable laws and regulations and any applicable Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all applicable Service policies, including without limitation acceptable use policies and available on the BHN web site, <http://businesssolutions.brighthouse.com/about-us/our-policies.html>, as may be modified from time to time by BHN, at its sole discretion. BHN may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with this Master Agreement.

**5.2** Customer shall ensure that all BHN Equipment at Customer's and End Users' facilities (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any party other than BHN, (iii) is not subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the BHN Equipment is used and is not supplied by BHN, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by BHN for use with such BHN Equipment. Any service levels hereunder apply only if the applicable BHN Equipment can be identified by the original trademark, trade name, serial number or logo affixed to the BHN Equipment. Customer shall be responsible for loss or damage to the BHN Equipment while at Customer's or any End User's facilities. As between the Parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Master Agreement, (b) all content that is viewed, stored or transmitted via the Service, as applicable, and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by BHN from time to time.

**6.0 TERM.** This Master Agreement shall commence on the date of full execution by the Parties (the "Effective Date") and shall remain in effect for the initial term set forth on the Order accompanying this Master Agreement (such term, the "Initial Term", and such Order, the "Initial Order"). Unless terminated earlier in accordance with the terms hereof, upon the expiration of the Initial Term this Master Agreement shall automatically renew on an annual basis (each such annual period, a "Renewal Term"), unless either Party provides written notice of nonrenewal to the other Party at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. The Initial Term and any Renewal Term(s) collectively shall constitute the "Main Term". If the Order Term for any Order other than the Initial Order extends beyond the Main Term, then this Master Agreement and such Order will continue in effect until the expiration or termination of such Order Term, but only as to such Order and subject to the termination rights of BHN and Customer under this Master Agreement. If the Order Term for any Order is on a month-to-month basis, then this Master Agreement will continue on a month-to-month basis with respect to such Order, unless either Party provides at least thirty (30) days' prior written notice of nonrenewal to the other Party and subject to the termination rights of BHN and Customer under this Master Agreement. In no event shall Customer provide less than thirty (30) days' prior written notice of termination of any Order or downgrade or cancellation of any Service. The term of effectiveness of this Master Agreement shall constitute the "Term".

**7.0 PAYMENT, DEPOSITS and ADVANCE PAYMENT.** For each Service, Customer agrees to pay BHN all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, conferencing, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "Service Charges") as set forth on the Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. BHN will not

defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. BHN shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. BHN may charge a late fee for any amounts which are not paid when due. The late fee will be the greater of i) five dollars (\$5) or ii) the lesser of one and one-half percent (1.5%) per month or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If BHN fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms. If BHN fails to present an invoice in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice as required by agreed upon payment terms. Customer may not dispute service charges or request credits more than 90-days from the payment date on invoice for such Service.

7.1 To safeguard its interests, BHN may at any time verify Customer's credit standing. Additionally, BHN may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices on presentation. BHN may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to BHN, for past due amounts payable by Customer to BHN. Upon discontinuance of Service, BHN shall promptly and automatically refund Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties or termination charges assessed for Service furnished by BHN.

7.2 Customer is solely responsible for securing customer premises equipment, including PBXs, and shall be liable for all charges associated with Customer's premises, including PBXs, calling card(s) and/or access numbers, regardless of whether such use (i) is authorized by Customer management or (ii) involves fraudulent activity.

8.0 **TAXES.** Customer shall pay all federal, state, and local taxes, fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of this Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. Further, BHN shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Master Agreement, which are imposed on BHN or BHN's services, or measured on BHN's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. BHN shall be responsible for and shall pay all taxes measured by BHN's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under this Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon BHN's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on BHN's net income. Customer shall be responsible for providing BHN any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under this Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse BHN for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.1 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services BHN provides and, consequently, uncertainty about what fees, taxes and surcharges are due from BHN and/or its customers. Customer agrees that BHN has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding BHN's collection or remittance of such fees, taxes and surcharges. Customer understands that it may obtain a list of the fees, taxes and surcharges that BHN currently collects or passes through by writing to BHN.

9.0 **PROPRIETARY RIGHTS AND CONFIDENTIALITY.** (a) BHN's Proprietary Rights. All materials including, but not limited to, any BHN Equipment (including related firmware), software, data and information provided by BHN, any identifiers or passwords used to access the Service or otherwise provided by BHN, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by BHN to provide the Service (collectively "BHN Materials") shall remain the sole and exclusive property of BHN or its suppliers. Customer shall acquire no interest in the BHN Materials by virtue of the payments provided for herein. Customer may use the BHN Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the BHN Materials, in whole or in part, or use them for the benefit of any third party. All rights in the BHN Materials not expressly granted to Customer herein are reserved to BHN. Customer shall not open, alter, misuse, tamper with or remove the BHN Equipment as and where installed by BHN, and shall not remove any markings or labels from the BHN Equipment indicating BHN (or its suppliers) ownership or serial numbers. (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the BHN Materials and any other information and materials provided by BHN in connection with this Master Agreement, including but not limited to the content of this Master Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the contents of this Master Agreement and any Order(s). (c) Software. If software is provided to Customer hereunder ("Software"), BHN grants Customer a limited, non-exclusive and non-transferable license to use such Software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term. Customer agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software related to the Services.

10.0 **MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.** BHN has the right, but not the obligation, to upgrade, modify and enhance the BHN network (including BHN Equipment and related firmware) and the Service and take any action that BHN deems appropriate to protect the Service and its facilities. BHN shall have the right, but not the obligation, to monitor and record oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance. BHN will notify Customer of any material adverse change to these Terms and Conditions (including the Terms of Use) or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the BHN web site or by email, or, if applicable, in the appropriate BHN tariff. If BHN modifies the Services or these Terms and Conditions (including the Terms of Use) and

such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, the Order relating to the affected Service.

**11.0 TERMINATION.** Either Party may terminate an applicable Order (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period, or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating as of the Effective Date. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Master Agreement or the Terms of Use, BHN may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, BHN may immediately suspend Customer's or any End User's use of the Service if such use is determined by BHN, at its sole discretion, to be resulting in a material degradation of the BHN network, until such time as such degradation has been remedied. BHN will use commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, BHN may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of this Master Agreement and the Order(s) hereunder: (i) BHN's obligations hereunder shall cease; (ii) Customer promptly shall pay all amounts due and owing to BHN for Service delivered prior to the date of termination or expiration and any applicable deinstallation fees identified in Order(s), if any; (iii) Customer promptly shall cease all use of any software provided by BHN hereunder, and shall return such software to BHN; and (iv) Customer shall return to BHN or permit BHN to remove, in BHN's discretion, the BHN Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing BHN for the reasonable and documented costs of the repair or replacement, at BHN's discretion, of any BHN Equipment not returned in accordance with this Section 11.

**11.1 EARLY TERMINATION.** Notwithstanding anything to the contrary herein, upon early termination of an Order by Customer for any reason, other than as set forth in Section 11(a) or 11(b) above, or by BHN for any reason set forth in Section 11(a) or 11(b) above, Customer shall, at BHN's discretion promptly pay BHN an early termination fee equal in the amount of:

- (i) \$150 for early termination of Business Phone Service (Attachment B) or Business Internet Service (Attachment C), plus an additional \$25 for each Business Phone line.
- (ii) \$250 for early termination of Business Phone Service (Attachment B) and Business Internet Service (Attachment C), plus an additional \$25 for each Business Phone line.
- (iii) Four (4) months of Services Charges for Trunks & Data Service/Business Trunking (Attachment B & C) or OnSite Technical Service (Attachment J).
- (iv) Four (4) months of Services Charges for SMB Hosted Voice Service (Attachment B) plus 100% of the remaining Services Charges for any leased phones for SMB Hosted Voice Service.
- (v) 100% of the remaining Services Charges for the then-current Order Term for Multi-Channel Video Service (Attachment A), Enterprise Trunking Services (Attachment B), Non-SMB Hosted Voice Service (Attachment B), Dedicated Internet Access Service (Attachment C), Metro Ethernet Services (Attachment D), WiFi for Hospitality Service (Attachment G), or Managed Services (Attachment K).
- (vi) Four (4) months of Services Charges for Enterprise Cloud Solutions (Attachment H).

**11.2** Additionally, in the event Customer terminates a portion of the Services ordered hereunder, BHN may increase the rates for any remaining Services effective upon notice to Customer.

**11.3** The foregoing in Sections 11.1 and 11.2 shall be in addition to any other rights and remedies that BHN may have under this Master Agreement or at law or equity

**11.4 PORTABILITY.** Customer may, upon written notice to BHN, discontinue or terminate Service, prior to the end of an Order Term, without payment of the applicable early termination charge set forth in Section 11.1, if: (i) Customer replaces the affected Service at a new location, so long as the value of the replacement Service is equal to or greater than the Service being replaced; (ii) Customer pays all non-recurring charges applicable to the replacement Service (including, without limitation, all construction expenses); and (iii) Customer pays any applicable third party termination liability applicable to the Service being terminated.

**12.0 INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless BHN, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against all liabilities, losses, costs, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of any third party claim arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or death or property damage from any cause, including but not limited to claims by Customer's employees, agents, tenants or invitees, arising out of this Master Agreement, to the extent of the negligence or willful misconduct of Customer or its employees, agents, tenants or invitees; (c) any fees, fines or penalties incurred by BHN as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.

**13.0 DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. BHN EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND BHN EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS MASTER AGREEMENT, THE SERVICE, BHN EQUIPMENT AND BHN MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY BHN, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES

SHALL CREATE ANY WARRANTY. BHN DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, BHN DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY BHN WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO CUSTOMER'S OR ANY END USER'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT BHN'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS MASTER AGREEMENT AND BHN DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS MASTER AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

**14.0 LIMITATION OF LIABILITY.** IN NO EVENT SHALL BHN BE LIABLE TO CUSTOMER, ANY END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT, REGARDLESS OF WHETHER BHN HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BHN'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL BHN'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. BHN SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

**15.0 DISCLOSURE OF CUSTOMER INFORMATION.** Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Customer Privacy Notice provided by BHN in writing, and, if applicable, in BHN's tariff, which are incorporated herein by reference. Customer acknowledges receipt of the Customer Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that BHN may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with BHN's Customer Privacy Notice or, if applicable, tariff. In addition, BHN shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

**16.0 FORCE MAJEURE.** Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, power surges or outages, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents BHN from delivering the Service subject to such Order(s).

**17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government- or quasi-government-imposed charges that increases the costs or other terms of BHN's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by BHN in providing the Service, Customer acknowledges and agrees that BHN may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided BHN notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies BHN at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that BHN is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and BHN is required under applicable law to apply those rates to Customer's purchase of Service under this Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern BHN's delivery of, and Customer's use or consumption of the Service. In addition, if BHN determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then BHN may terminate this Master Agreement as to any or all of the Service and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 This Master Agreement, its Attachments and the Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which BHN provides the Services. If any provision of this Master Agreement, its Attachments, or the Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of this Master Agreement, its Attachments, and/or the Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of this Master Agreement, its Attachments, and the Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Master Agreement, nothing contained in this Master Agreement shall constitute a waiver by BHN of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 **ENTIRE AGREEMENT.** This Master Agreement, including without limitation all Attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 **ORDER OF PRECEDENCE.** Each Service shall be provisioned pursuant to the terms and conditions of this Master Agreement. In the event that BHN permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Master Agreement, the terms of this Master Agreement shall control.

20.0 **COMPLIANCE WITH LAWS.** As between the Parties, BHN will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to BHN's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all license, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in this Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 **ARBITRATION.** EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 **MISCELLANEOUS.** This Master Agreement shall be governed and construed in accordance with the laws of the State of New York, excluding its conflicts of law principles (other than Section S-1401 of the New York General Obligations Law). In the event that any portion of this Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this Master Agreement shall remain in full force and effect. No waiver of any breach or default here under shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Master Agreement without the prior written consent of BHN, and any assignment in violation of this Section shall be null and void. BHN may assign its rights and obligations under this Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of BHN herein may accrue to, or be fulfilled by, any affiliate, as well as by BHN and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding this Master Agreement without BHN's prior written consent. Excluding any third party claims, claims under this Master Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to this Master Agreement. The Parties to this Master Agreement are independent contractors. Any notice under this Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and BHN at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. The provisions of Sections 3.1(iv), 7, 8, 9, 11, 12, 13, 14, 15, 21 and 22 shall survive the termination or expiration of this Master Agreement. No modification of any provision of this Master Agreement shall be valid unless set forth in a written instrument signed by both Parties; provided that if the Parties execute a successor master agreement, then any Orders then currently in effect shall be governed by such successor master agreement and this Master Agreement shall terminate. This Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Attachment A**  
**Business TV Service, Bulk Cable TV Service and HD Video for Hospitality Service**  
**(collectively, "Cable TV Service")**

**Business TV Service:** If Customer selects to receive Business TV Service, BHN shall provide Basic and Standard Cable services to Customer's location(s) identified in an applicable Order ("Property").

**Bulk Cable TV Service:** If Customer selects to receive Bulk Cable TV Service, BHN shall provide customized cable television programming to the Property.

**HD Video for Hospitality Service:** If Customer selects to receive HD Video for Hospitality Service; BHN shall provide Bulk Cable TV Service including HD video content to the Property.

**Multi-Channel Video Service** means Bulk Cable TV Service or HD Video for Hospitality Service.

**Customer's use of the Cable TV Service is subject to the following additional terms and conditions:**

For all Cable TV Services:

- A1 BHN shall have the right to add, modify, or delete channel line-ups.
- A2 Customer shall not authorize or approve of any copying, taping or duplicating of Cable TV Service.
- A3 The monthly service charges set forth in any Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees.

For Business TV Service:

- A4 Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public.
- A5 In the event that changes in technology require the use of specialized equipment to continue to receive Business TV Service, BHN agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by BHN to commercial customers in the municipality in which Customer's property receiving the Business TV Service is located.
- A6 In the event that any BHN audit reveals that Customer's usage of the Business TV Service exceeds Customer's rights hereunder, Customer shall pay BHN an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- A7 Notwithstanding anything to the contrary in this Master Agreement, the monthly service charges for Business TV Service are subject to change in accordance with commercial Business TV rate increases applied to similarly situated customers.

For Multi-Channel Video Service:

- A8 Notwithstanding anything to the contrary in this Master Agreement, the monthly service charges for Multi-Channel Video Service are subject to change up to once per calendar year in accordance with commercial Multi-Channel Video Service rate increases applied to similarly situated customers.
- A9 If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime or Music Choice. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, or which is a commercial establishment or other non-residential building (such as a bar, restaurant or fraternal organization).
- A10 BHN and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by BHN to Customer and that the display of particular services at various locations within Customer's premises is at customer's discretion.

- A11 BHN owns and will at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems ("Systems"), except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Systems are located that are owned by Customer or a third party, in which case (as between Customer and BHN) Customer shall own such items and Customer hereby grants to BHN the non-exclusive right to access and use such space during the Term. The Systems are not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the Systems to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the Systems, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of BHN.
- A12 Customer, at its sole expense, agrees to furnish, install and maintain the inside wiring.
- A13 Customer, at its sole expense, agrees to furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with BHN and any specifications provided by BHN to Customer in writing. Customer shall ensure the availability of Connections that are compatible with the Multi-Channel Video Service including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- A14 Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of BHN. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of BHN. The limitations of this paragraph shall not apply to formatting of programming as agreed by BHN and Customer.
- A15 The inside wiring shall be installed by Customer in consultation with BHN and any specifications provided by BHN to Customer in writing. BHN shall not be responsible for, and Customer will not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to Customer's failure to promptly provide BHN with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.

For locations where BHN provides Orlando Visitor Network ("OVN") Service:

- A16 At the earliest, mutually-convenient date after the execution of this Master Agreement, BHN shall arrange to have installed on the Premises, at BHN's expense, such equipment ("OVN Equipment") as is necessary to exhibit OVN programs on each of the television sets located in the property's private rooms which are available for temporary or permanent occupancy and contain sleeping accommodations plus any additional television sets as Customer may designate (e.g., such as television sets located in health clubs, bars, lounges, lobbies, etc.). BHN shall, at its option and where it deems technologically and economically feasible, provide the dedicated OVN television channel to Customer through one of the following formats or electronic means: 1) Coaxial cable; or 2) DVD player.
- A17 BHN shall be responsible to Customer for any damage incurred as a result of its installation, operation, maintenance or repair of the soloist and or fiber optic and/or coaxial cable facilities.
- A18 Customer shall use best efforts to notify BHN within twenty-four (24) hours of discovering any OVN Equipment malfunction and BHN shall, upon such notification, provide adequate personnel to service the OVN Equipment and restore it to working order within two (2) business days. Customer shall provide service personnel designated by BHN unrestricted access to the OVN Equipment at all reasonable times to inspect and repair the OVN Equipment. In no event shall Customer permit any unauthorized personnel access to the OVN Equipment without BHN prior consent. The OVN Equipment and OVN programs shall at all times remain the sole property of BHN.
- A19 Customer shall provide at least one (1) channel on the property's television system to be used exclusively for the exhibition of the OVN program. Customer shall be responsible for maintaining each television set in working order.
- A20 Customer shall use best effort to exhibit OVN programs, when and exactly as delivered by BHN (including all programming included in such OVN programs and copyright notices and credits related to such programming) without any alterations or deletions of any kind.
- A21 Customer shall not impose any special charge or fee for the privilege of receiving OVN programs in the Rooms, including, without limitation, any incremental room charge in addition to the usual fee or charge for general amenities attributable to the Rooms.
- A22 Customer shall not, and shall not authorize others to, receive, transmit or exhibit by any means, whether now known or hereafter devised, any part of an OVN program except as specifically authorized hereunder. Affiliate shall not duplicate any portion of an OVN program.
- A23 Customer shall not, and shall not authorize others to, provide tourist information programming services to the Premise, other than those specified herein, during the Term.

**April 2016**

A24 The names and marks "OVN", and "ORLANDO VISITOR NETWORK" are the exclusive property within Florida of BHN; Customer has not and shall not acquire any proprietary or other rights therein by reason of this Master Agreement. Customer shall not use "OVN" or "ORLANDO VISITOR NETWORK" in a corporate name or a trade name. Materials used by Customer may refer to "OVN" or "ORLANDO VISITOR NETWORK" only if it is clear that such names and marks are service marks for the OVN programs which Customer distributes and such use shall be in accordance with any instructions that may be issued by BHN from time to time. Customer shall not offer its guests any other television service or programming in a manner which would imply or create confusion that such other service or programming is a part of OVN.

**Attachment B**

**Business Phone Service, SMB Hosted Voice Service, Enterprise Hosted Voice Service, Hosted Voice for Hospitality, Trunks & Data Service/Business Trunking Service and Enterprise Trunking Service (collectively, "Voice Services")**

**Business Phone Service:** If Customer selects to receive Business Phone Service delivered over coaxial cable, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Order.

**SMB Hosted Voice Service:** If Customer selects to receive Hosted Voice Service delivered over coaxial cable, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

**Enterprise Hosted Voice Service:** If Customer selects to receive Hosted Voice Service delivered over fiber, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

**Hosted Voice for Hospitality Service:** If Customer selects to receive Hosted Voice for Hospitality Service, BHN shall provide a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Enterprise Hosted Voice for Hospitality Service is delivered to Customer over BHN-provided fiber or BHN-provided coaxial cable. Hosted Voice for Hospitality Customer may receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Order.

**Non-SMB Hosted Voice Service:** Enterprise Hosted Voice Service and Hosted Voice for Hospitality Service.

**Unified Communications Service:** If Customer selects to receive Unified Communications features that are added onto an SMB Hosted Voice Service or Non-SMB Hosted Voice Service, BHN shall provide a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service.

**Trunks & Data Service/Business Trunking Service:** If Customer selects to receive Trunks & Data Service/Business Trunking Service delivered over coaxial cable, BHN shall provide a combination of (i) voice trunks via PRI T1, CAS T1, analog or SIP; and (ii) Business Internet Service.

**Enterprise Trunking Service:** If Customer selects to receive Enterprise Trunking Service, BHN shall provide Business Trunking Service over fiber delivered via PRI T1, CAS T1, analog trunks or SIP trunks.

**Customer's use of the Voice Services is subject to the following additional terms and conditions:**

For all Voice Services:

- B1 The location and address associated with the Voice Service will be the address identified on the Order. Customer is not permitted to move BHN Equipment from the location and address in which it has been installed. If Customer moves BHN Equipment such as a voice-enabled cable modem or voice-enabled router to an address different than that identified on the Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Order and not the new address. Customer consents to BHN's disclosure of Customer's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.
- B2 Customer acknowledges that it may take up to seventy-two hours to fully provision the E911 services, and if Customer makes a 911 call during this interval, Customer may be required to give its physical address and location information to the 911 emergency dispatcher.
- B3 Customer agrees that BHN will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services. Customer acknowledges that BHN does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services, and that Customer must contact (at Customer's sole expense) any applicable alarm, security, medical or other monitoring system or service provider or other third-party service provider in order to test the operation of Customer-provided equipment, facilities and systems with the Voice Service.
- B4 Customer agrees to provide BHN and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes BHN to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that BHN has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

- B5 Customer acknowledges that the existing telephone wiring inside Customer's and/or any End User's facility (as applicable) may not support both the Voice Service and digital subscriber line (DSL) service or other services provided by other service providers. Therefore, if Customer intends to obtain service from other providers in addition to Voice Service, Customer must maintain separate wiring, not provided by BHN, specifically for use with such other services provided by other service providers and must ensure that any existing DSL service or other service is properly disconnected from all wiring to be used for Voice Service prior to installation of Voice Service on Customer's existing wiring.
- B6 Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by BHN pursuant to its provision of the Voice Service will be protected by BHN as described herein, in BHN's Customer Privacy Notice and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.
- B7 BHN may use and disclose CPNI when required by applicable law. BHN may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of BHN, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of BHN's network systems; and (v) to market additional BHN services to Customer that are of the same category as the services that Customer purchases from BHN. BHN will obtain Customer's consent before using CPNI to market to Customer BHN services that are not within the categories of services that Customer purchases from BHN. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, BHN will not be liable for any losses or damages arising as a result of disclosure of CPNI.
- B8 Customer may obtain from BHN Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on BHN's web portal or by requesting such information in writing or by telephone call to BHN. If Customer has not been assigned a designated account representative, BHN will respond to Customer requests for Customer Calling Details only in compliance with BHN's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. BHN will provide the requested Calling Details by sending a printout or CD containing the requested information to Customer's account address of record or by making the document or information available to Customer or Customer's employee at a BHN retail location upon presentment of a valid government-issued photo ID by Customer. BHN will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. BHN may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.
- B9 In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by BHN, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by BHN's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, BHN shall have no other liability for any error or omission in any directory listing information.
- B10 Customer represents and warrants that all Voice Services purchased hereunder are for retail purposes only. BHN does not support Customer's resale of Voice Services to any other end user, including but not limited to, providing individual end user support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings. Furthermore, Customer agrees that all Voice Services purchased hereunder will be subject to taxes, fees, and assessments based on Customer's use of the Voice Services as a retail end user.

For Business Phone Service:

- B11 BHN's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by BHN at the BHN network demarcation point on Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BHN network interface device or equipment. Customer must notify BHN at least seventy two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
- B12 Customer acknowledges that the voice-enabled cable modem used to provide Business Phone Service is electrically powered and that the Business Phone Service, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a BHN network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a BHN-provided voice-enabled cable modem may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Business Phone Service will be available in all circumstances. Customer shall notify BHN when any battery or back-up power supply included with the BHN-provided voice-enabled cable modem is not functioning properly. Customer also acknowledges that, in the event of a loss of power that disrupts the local BHN network, the battery or back-up power supply

included with the BHN-provided voice-enabled cable modem will not provide back-up service and the Business Phone Service will not be available.

- B13 Customer shall not use Business Phone Service to connect to PBX, automatic-dialers, or use the service in conjunction with high volume calling such as telemarketing or surveying. BHN has the right to limit the Business Phone Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this provision could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.

For Trunks & Data Service/Business Trunking Service:

- B14 BHN's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by BHN at the BHN network demarcation point on Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the BHN network interface device or equipment. Customer must notify BHN at least seventy two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
- B15 If Customer uses a PBX or similar device in connection with the Trunks & Data Service/Business Trunking Service, Customer is responsible for programming the PBX to ensure that agencies receiving E911 emergency calls through the PBX will receive appropriate information about the location of the caller. A termination unit with an integrated access device or SIP terminating device (collectively referred to as "Trunk Equipment") will be provided and installed by BHN at no charge to Customer. Customer is responsible for battery backup for the Trunk Equipment. In the event of a power outage, the duration of Service during a power outage using the Trunk Equipment will depend on Customer's battery backup choice. If the Trunk Equipment that supplies the Trunks & Data Service/Business Trunking Service is disconnected or removed and/or the battery is not charged, the Trunks & Data Service/Business Trunking Service, including access to E911, will not be available. BHN shall not be responsible for any loss of service resulting from any such power failure.
- B16 The Trunks & Data Service/Business Trunking Service does not support the use of auto dialers. Additionally, BHN has the right to limit the Trunks & Data Service/Business Trunking Service to reasonable quantities of minutes and messages used or consumed by Customer based on any committed minutes on the Order to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this condition could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.
- B17 BHN provides the Trunks & Data Service/Business Trunking Service to the point of network demarcation (network interface device) and is not responsible for Customer wiring or Customer premise equipment such as a PBX. Customer agrees to ensure that Customer's PBX is adequately secured from unauthorized access.
- B18 If Customer would like for individual phone numbers to have different locations for E911 purposes, Customer must provide telephone number location information to BHN in writing; provided that the different locations are located within the same rate or wire center.

For SMB Hosted Voice and Non-SMB Hosted Voice:

- B19 Customer must notify BHN at least seventy two (72) hours prior to Customer's scheduled installation appointment if Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.
- B20 Customer is responsible for battery backup for the equipment. In the event of a power outage, the duration of Service during a power outage using the equipment will depend on Customer's battery backup choice. If the equipment that supplies the Service is disconnected or removed and/or the battery is not charged, the Service, including access to E911, will not be available. BHN shall not be responsible for any loss of service resulting from any such power failure.
- B21 BHN may use any tools it reasonably deems necessary or advisable to support the service, including remote access to the equipment.
- B22 Customer must not add to or change any equipment provided for service without written authorization from BHN.
- B23 BHN has the right to limit Hosted Voice to reasonable quantities of minutes and messages used or consumed by Customer to prevent abuse from excessive usage or fraud and to maintain a high level of service for other BHN customers. Any breach of this provision could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.
- B24 During the Term and for six (6) months thereafter (collectively, the "Non-Solicitation Period"), Customer shall not directly or indirectly solicit, induce away, hire, engage as a contractor or recommend for employment by any third party any Covered Resource (as defined below). If Customer breaches the foregoing provision, then Customer shall pay to BHN an amount equal to the applicable Covered Resource's annual monetary compensation by BHN for the prior calendar year, inclusive of any bonus or other monetary benefits. "Covered Resource" means any then-current or then-former employee of BHN or of

any affiliate of BHN (with Advance/Newhouse Partnership deemed an affiliate of BHN for such purpose), to the extent such person is or was directly involved in the performance of this Master Agreement.

- B25 If Services are to be performed on Customer owned phones, Customer shall specifically designate each phone for which it wishes BHN to provide the applicable Services, such as by providing model number, serial number, product ID, and/or MAC address. BHN will not support phones that have not been designated by Customer.

For Unified Communications Services:

- B26 Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be at the sole discretion of BHN.
- B27 Unified Communications Services are nonexclusive and nontransferable, and Customer shall prohibit use of the Unified Communications Services by any third party other than the Customer for such Customer's internal business purposes.
- B28 Use of the Unified Communications Services by Customer does not permit or imply any passing of title, trade names, trade dress, trademarks, service marks, commercial symbols, copyrightable materials, designs, logos, and/or any other intellectual property from BHN or its third party vendors involved in delivering the Unified Communications Services to Customer.
- B29 THIRD PARTY VENDORS USED BY BHN IN DELIVERING THE UNIFIED COMMUNICATIONS SERVICES TO CUSTOMER DO NOT PROVIDE ANY WARRANTIES, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, TO CUSTOMER FOR ANY AND ALL DAMAGES, WHETHER DIRECT OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL, ARISING FROM THE USE OF THE UNIFIED COMMUNICATIONS SERVICES.
- B30 Customer shall not: (i) copy or adapt the Unified Communication Services for any purpose, other than as specifically permitted under this Master Agreement; (ii) use the Unified Communication Services, other than (a) in accordance with all applicable laws and regulations and (b) as set forth in the documentation provided by BHN to Customer; (iii) reverse engineer, translate, decompile, or disassemble the Services; (iv) use the Unified Communications Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (v) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Unified Communications Services; or (vi) delete, alter, cover, or distort any copyright or other proprietary notices or trademarks.
- B31 If Customer breaches any terms of this Master Agreement as they relate to the Unified Communications Services, BHN or its third party vendors used in delivering the Unified Communications Services shall be entitled to enforce such terms to cure the material breach.
- B32 BHN and any third party service provider BHN uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with BHN or Customer, and (b) administer and/or perform this Master Agreement, any Order, and/or any agreement between BHN and such third party service provider. BHN and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of BHN's or such service provider's employees, customers or the public.

**Attachment C**  
**Business Internet Service, Dedicated Internet Access Service and Trunks & Data Service/Business Trunking Service and Wireless Backup**  
**(collectively, "Internet Services")**

**Business Internet Service:** If Customer selects to receive Business Internet Service, BHN shall provide Internet access to the Customer site(s) set forth in the Order. Customer shall be permitted to connect any number of computers within Customer's identified sites to the Business Internet Service, provided that use does not exceed the standard bandwidth provided by BHN.

**Dedicated Internet Access ("DIA") Service:** If Customer selects to receive DIA Service, BHN shall provide Customer with a dedicated, scalable service over fiber using a packet-based infrastructure with Internet access between Customer's data network identified in the applicable Order and the BHN facility identified in the applicable Order. DIA bandwidth requirements will be set forth in the applicable Order.

**Trunks & Data Service/Business Trunking Service:** If Customer selects to receive Trunks & Data Service/Business Trunking Service delivered over coaxial cable, BHN shall provide a combination of (i) voice trunks via PRI T1, CAS T1, analog or SIP; and (ii) Business Internet Service.

**Wireless Backup:** If Customer selects to receive Wireless Backup, BHN shall provide a cellular enabled modem to provide cellular data connectivity if there is a loss of connectivity to BHN's network.

**Customer's use of the Internet Services is subject to the following additional terms and conditions:**

- C1 Customer shall not upload, post, transmit or otherwise make available on or via the Internet Services any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. BHN may remove or demand removal of content that in its judgment violates these standards.
- C2 BHN shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by BHN) as BHN deems appropriate to efficiently manage its network. In the event that any BHN audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, BHN shall have the right, upon notice to Customer, to move Customer to a higher tier of Service (which may result in higher monthly charges) or impose other charges. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- C3 BHN shall have the right, but not the obligation, to: (i) review public content associated with the Internet Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by BHN; and (ii) remove (or demand the removal of) any such content that BHN determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.
- C4 BHN shall allow Customer employees to use (however in no event shall BHN be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Business Internet Service, as applicable, provided that BHN shall have the right to disconnect (or demand the immediate disconnection of) any such Business Internet Services, that degrades any service provided to other subscribers on the BHN network.

**For Business Internet Service and Trunks & Data Service/Business Trunking Service:**

- C5 Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, third-party Internet and BHN network congestion, time of day and the accessed website servers, among other factors.

**For Dedicated Internet Access Service:**

- C6 If, during the Term, Customer receives any offer from any third party for the right to provide any service that competes with or is similar to the Services provided by BHN under this Master Agreement, then Customer shall provide to BHN immediate written notice and copy of such offer, and for a period of fifteen (15) days after receipt of such notice, BHN shall have the right to match such offer under equivalent or better terms and conditions.

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For Wireless Backup:

- C7 Customer will only use Wireless Backup in the event of a network failure of the primary network connection supplied by BHN. If BHN determines that Customer is using the service for other purposes or circumstances, BHN may disconnect the Service at its sole discretion.

**Attachment D**  
**Metro Ethernet Service**

**Metro Ethernet Service:** If Customer selects to receive Metro Ethernet Service, BHN shall provide a fiber connection to Customer and deliver Metro Ethernet service per site as set forth in the Order. BHN will provide Customer with switched Ethernet service between Customer locations as set forth in the Order. Metro Ethernet Service bandwidth requirements will be set forth in the applicable Order(s).

**Customer's use of Fiber Service is subject to the following additional terms and conditions:**

- D1 Customer shall not transmit or otherwise make available on or via the Metro Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. BHN may remove, or demand the removal of, content that in its judgment violates these standards. Customer agrees to conform its equipment and software to BHN's then-current network specifications and system requirements for the Service.
- D2 BHN shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by BHN) as BHN deems appropriate to efficiently manage its network. In the event that any BHN audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, BHN shall have the right, upon notice to Customer, to move Customer a higher tier of Service (which may result in higher monthly charges) or impose other charges. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- D3 Customer represents and warrants that Customer's use of Metro Ethernet Services shall be such that the Metro Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify BHN in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Metro Ethernet Services, the Metro Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by BHN. In addition, if BHN determines that Customer's use of the Metro Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that BHN's provision of the Metro Ethernet Services is likely to put BHN's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for BHN, then BHN may immediately suspend the provision of any or all Metro Ethernet Service under any or all affected Orders until such time as either (a) Customer provides BHN with satisfactory assurances that Customer's use of Metro Ethernet Services shall be deemed to be jurisdictionally interstate or (b) BHN is otherwise brought into full compliance with any applicable laws and regulations.
- D4 If, during the Term, Customer receives any offer from any third party for the right to provide any service that competes with or is similar to the Services provided by BHN under this Master Agreement, then Customer shall provide to BHN immediate written notice and copy of such offer, and for a period of fifteen (15) days after receipt of such notice, BHN shall have the right to match such offer under equivalent or better terms and conditions.

**Attachment E**  
**Toll Free Number Service**

**Toll Free Number Service:** If Customer selects to receive Toll Free Number ("TFN") Service, BHN shall provide 800/8XX number(s) that is tied to a specific Voice Services telephone numbers. TFN Service is an 800/8XX inbound service that terminates on a Voice Services telephone numbers. This service enables Customer to receive Toll Free Number calls at their place of business. TFN includes a variety of features, as described more fully in the applicable Order.

**Customer's use of the TFN Service is subject to the following additional terms and conditions:**

- E1 BHN reserves the right to require an applicant for TFN Service to supply the following information when requesting service: An initial traffic forecast, identification of anticipated busy hour volume, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. BHN may also require that Customer submit a new traffic forecast quarterly after service is initiated.
- E2 BHN's TFN Service is furnished upon condition that Customer contracts for adequate facilities to permit the use of this service without adversely affecting the service or any service rendered by BHN. BHN may terminate or refuse to furnish BHN's TFN Service to any applicant, without incurring any liability and without notice to Customer, if the use of the service would interfere with or impair any service rendered by BHN.
- E3 Customer must obtain an adequate number of phone lines or trunks for BHN TFN Services to handle Customer's expected demand in order to prevent interference or impairment of this service or any other service provided by BHN considering: (1) total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period. If Customer fails to comply with these conditions, BHN may disconnect or refuse to furnish BHN TFN Service without incurring any liability and without notice to Customer.
- E4 If Customer requests assignment of a specific TFN, BHN may require Customer to submit a number reservation agreement form to BHN. At no time may Customer have more than ten (10) numbers reserved. Any reservation shall be for no more than fifteen (15) calendar days and shall be subject to a reservation fee which will be credited to Customer's unpaid balance after BHN's TFN Service has been in actual and substantial use for a consecutive sixty (60) day period. Reservations shall be made on a first-come first-served basis
- E5 Use of numbers: Each BHN TFN must be placed in actual and substantial use by Customer. "Substantial use" shall mean a pattern of use that demonstrates intent on Customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach Customer, as indicated, for example, by at least 15 average monthly minutes of use or more. Any TFN telephone number associated with BHN's TFN Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be recovered upon written notice to Customer. Nothing in this Section, or in any other provision of this Master Agreement, or in any marketing materials issued by or on behalf of BHN, shall give any person, including prospective customers who have reserved TFN telephone numbers hereunder or Customer or their transferee or assigns, any ownership interest or proprietary right in any particular TFN.
- E6 Phone numbers including TFN(s) are "portable" in nature as provided by law and the ownership of the number is registered to Customer. If Customer places an order for BHN to carry Customer's already existing TFN service, Customer shall provide to BHN the contact names, telephone number and address of Customer's Responsible Organization ("RespOrg"). Upon subscription to BHN's TFN Service, Customer may execute a Letter of Authorization to transfer RespOrg responsibility of its TFN(s) to BHN's RespOrg BHN's TFN Services are only offered in conjunction with a BHN RespOrg TFN and a BHN Voice Services telephone number. Customer may not elect to retain or transfer service to a non-BHN RespOrg for use in conjunction with BHN's Voice Services telephone number or TFN Services. Customer must notify BHN of any changes in Customer's RespOrg in writing within 48 hours of the change. Customer is responsible for all outstanding indebtedness for services provided by a previous RespOrg or TFN service carrier. BHN assumes no responsibility or liability with respect to any obligations of Customer to such previous service providers existing at the time of transfer to BHN.
- E7 Subject to execution of an TFN Service Master Agreement and LOA between BHN and Customer, BHN will provision BHN TFN Service in conjunction with BHN's designated RespOrg for all BHN TFN Service Orders. BHN's TFN Service includes: 1) search for and reservation of TFN(s) with the BHN designated RespOrg; 2) creating and maintaining the TFN Customer record with the BHN designated RespOrg; and 3) provision of a single point of contact for trouble reporting.
1. When provisioning BHN TFN Services, BHN will, at Customer's request, subscribe to 800 Directory Listing for the TFN(s) assigned to Customer. A charge for 800 Directory Listings will apply as set forth in the TFN Service - Order. In the event that Customer transfers its TFN service to another RespOrg, BHN shall cease to subscribe to Toll-Free Directory Listing Service on behalf of Customer and Customer shall be responsible for assuring that Toll-Free Directory Listing Service is maintained through the new RespOrg. Customer shall be responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and BHN shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.
  2. When provisioning BHN TFN Services shall include, at Customer's request, a subscription to Features as set forth in the TFN Service - Order. Charges shall apply as set forth in the Order.

3. In the event that Customer cancels its BHN TFN Service, Customer shall coordinate with Customer's new RespOrg to port the TFN assigned.
  4. In the event that Customer cancels its BHN RespOrg or Toll-Free Service, Customer shall be responsible for all outstanding indebtedness to BHN and any outstanding charges applicable to any services obtained by or on behalf of Customer by BHN.
- E8 It is Customer's responsibility to provide answer supervision back to BHN point of connection even when BHN TFN Service is connected to switching equipment or a Customer-provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to Customer's switching equipment or communications system and ends upon termination of the call.
- E9 In accordance with FCC regulations, Voice Services telephone number associated with the BHN TFN Service shall only be used for billing and collection, routing, screening, and completion of the originating subscriber's call or transaction or for service directly related to the originating subscriber's call or transaction.
- E10 The TFN shall not be reused or resold.
- E11 BHN has the right to limit the TFN service to reasonable quantities of minutes and messages used or consumed by Customer to prevent abuse from excessive usage and to maintain a high level of service for other BHN customers. Any breach of this condition could, at BHN's discretion, lead to immediate termination of the service at no liability to BHN and payment of all damages incurred.
- E12 Termination of the Voice Services associated with the TFN shall result in automatic termination of Customer's BHN TFN Service.
- E13 The BHN TFN Service does not support local services, 911, E911, operator services, local number portability or directory listings.

**Attachment G**

**WiFi for Hospitality Service, WiFi Hotspot Service, Guest WiFi and Business WiFi (collectively, "WiFi Services")**

**WiFi for Hospitality Service:** If Customer selects to receive WiFi for Hospitality Service, BHN shall deliver (i) wireless Internet access; and (ii) wired Internet access consisting of Business Internet Service or Dedicated Internet Access Service (Attachment C).

**WiFi Hotspot Service:** If Customer selects to receive WiFi Hotspot Service, BHN shall deliver managed wireless access to Business Internet Service or Dedicated Internet Access Service (Attachment C).

**Guest WiFi:** If Customer selects to receive Guest WiFi, BHN shall deliver managed wireless access to Business Internet Service (Attachment C) via a BHN provided landing page.

**Business WiFi:** If Customer selects to receive Business WiFi, BHN shall deliver router and wireless access to Business Internet Service (Attachment C). BHN shall deliver remote and/or on-site technical assistance for Customer's BHN provided equipment.

**Customer's use of WiFi Services is subject to the following additional terms and conditions:**

For all WiFi Services:

- G1 BHN shall provide and maintain wireless equipment on Customer's premises in order to provide WiFi Services.
- G2 Customer may resell or distribute WiFi Services only to End Users. Customer is solely responsible for billing End Users.
- G3 BHN may use the wireless equipment it provides on Customer's premises to broadcast, in addition to any SSID for Customer's use, one or more SSIDs chosen by BHN for BHN's use at its sole discretion, and may deploy any ancillary and associated wireless equipment.
- G4 Customer agrees to use BHN-provided marketing materials, including but not limited to tent cards, rack cards and access code cards, only for End Users.
- G5 Customer agrees not to modify or copy BHN-provided marketing materials including but not limited to tent cards, rack cards and access code cards.
- G6 Any WiFi hotspot equipment or modem provided by BHN for WiFi Services shall not be disconnected, turned off, tampered with, or used by Customer for any other purpose.

For WiFi for Hospitality Services:

- G6 Customer shall provide space in a central telecom closet on the property.
- G7 Customer is responsible for all network cabling to enable wired Internet access.
- G8 Customer shall provide a network cable for guests wishing to connect to the Ethernet wall jack in each room.

**Attachment H**  
**Business Web Services and Enterprise Cloud Solutions**

**Business Web Services:** If Customer selects to receive the Business Web Services, Customer may receive services which consist of Web Hosting, Ecommerce, E-mail and Vanity Domain Email, Hosted Exchange, Hosted SharePoint, Cloud Server and other services, including a variety of features, as described more fully in the applicable Order.

**Enterprise Cloud Solutions:** If Customer selects to receive Enterprise Cloud Solutions, Customer may receive services which consist of Cloud Compute, Cloud Backup, Hosted Microsoft Exchange, Hosted Microsoft SharePoint, Enterprise Web Hosting, and other services, including a variety of features, as described more fully in the applicable order.

**Customer's use of the Business Web Services and Enterprise Cloud Solutions is subject to the following additional terms and conditions:**

- H1 Customer shall not upload, post, transmit or otherwise make available on or via the Internet Services any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. BHN may remove or demand removal of content that in its judgment violates these standards.
- H2 BHN shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by BHN) as BHN deems appropriate to efficiently manage its network. In the event that any BHN audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, BHN shall have the right, upon notice to Customer, to move Customer a higher tier of Service (which may result in higher monthly charges) or impose other charges. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.
- H3 BHN shall have the right, but not the obligation, to: (i) review public content associated with the Internet Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by BHN; and (ii) remove (or demand the removal of) any such content that BHN determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.
- H4 **Server Resources.** Any Web site that uses a high amount of server resources (such as, but not limited to, CPU time, memory usage, and network resources) will be given the option to either pay additional fees (which will depend on the resources required), reduce the resources used to an acceptable level, or upgrade its service to a Dedicated Server plan. BHN will be the sole arbiter of what is considered to be a high server usage level. Any Web Hosting and Ecommerce account deemed to be adversely affecting server performance or network integrity will be shut down without prior notice.
- H5 **Spamming.** Sending unsolicited bulk and/or commercial messages over the Internet ("spamming") and related activities, including, but is not limited to, maintaining an open SMTP policy, engaging in spamming using the service of another ISP or IPP and referencing in the spam a website hosted on a BHN server, and selling or distributing software (on a Web site residing on a BHN server) that facilitates spamming, is prohibited, regardless of whether or not it overloads a server or disrupts service to BHN's customers. Customer will be assessed a minimum fee of \$200 and face immediate suspension of Services for any breach of this provision. BHN reserves the right to determine, in its sole and absolute discretion, what constitutes a breach of this provision.
- H6 **CGI Scripts.** Any scripts that pose a potential security risk or are deemed to be adversely affecting server performance or network integrity will be shut down or will be automatically removed without prior notice. BHN does not permit CGI script sharing with domains not hosted by BHN or any scripts that may be abused for UCE purposes.
- H7 **Chat Rooms.** Customer may not use BHN's Web Hosting or Ecommerce Services to install or host its own chat rooms. Chat rooms tend to require significant system resources and therefore cannot be permitted as an account option. However, for a small charge, BHN provides Java chat rooms that meet most users' needs and run without hindering system performance.
- H8 **Background Running Programs and Cron Jobs.** BHN may allow programs to run in the background. These programs will be considered on an individual basis and Customer will incur extra charges based on system resources used and operational maintenance needed. If Customer wishes to run background programs please contact BHN at [support@websupport.brightbiz.com](mailto:support@websupport.brightbiz.com) to arrange set-up.
- H9 **IRC.** Customer may not operate IRC or IRC bots via BHN's Web Hosting or Ecommerce Services.
- H10 **Software Distribution.** BHN's Web Hosting and Ecommerce accounts are not configured for the purposes of distributing large software and/or multimedia products exceeding 250MB in size. If Customer wishes to distribute large software and/or multimedia products, please contact [support@websupport.brightbiz.com](mailto:support@websupport.brightbiz.com) to make special arrangements.

- H11 **Multimedia Files.** Multimedia files are defined as any graphics, audio, and video files. BHN Web Hosting and Ecommerce accounts are not to be used for the purposes of distributing and storing excessively large multimedia files. Any multimedia file exceeding 250MB in size will be considered to be an excessively large multimedia file and will not be permitted.
- H12 **Databases.** Any database stored on BHN's Web Hosting and Ecommerce servers will be limited in size to 10% of the total disk space allotted for that particular domain's plan/web hosting account.
- H13 **Ownership of Web Site.** The legal owner of Customer's websites and accounts with BHN will be the individual or organization whose name is listed in BHN's database as the owner. Customer will fully cooperate with and abide by any and all of BHN's security measures and procedures in the event of any dispute over ownership of Customer's websites and accounts with BHN.
- H14 **Illegal Use.** BHN servers may be used for lawful purposes only. Transmission, storage, or distribution of any information, data, or material in violation of any applicable law or regulation, or that may directly facilitate the violation of any particular law or regulation is prohibited. This includes, but is not limited to: copyrighted material; trademarks; trade secrets or other intellectual property rights used without proper authorization; material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Additionally, in purchasing Business Web Services, Customer certifies that it (a) is not, nor has it been designated, a suspected terrorist as defined in Executive Order 13224, (b) is not owned or controlled by a suspected terrorist as defined in Executive Order 13224, and (c) is not on and is not a member of, related to, associated with, or controlled by any organization on the list contained in the Annex to Executive Order 13224 and all updates thereto.
- H15 **System and Network Abuse.** Violations of system or network security are prohibited and may result in criminal and civil liability. Examples of system or network security violations include, without limitation the following: unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- H16 **Viruses and Other Destructive Activities.** Use of BHN's services or equipment for creating or sending Internet viruses, worms or Trojan horses, or for pinging, flooding or mail bombing, or engaging in denial of service attacks is prohibited. It is also prohibited for any Customer to engage in other activity that is intended to disrupt or interfere with, or that results in the disruption of or interference with, the ability of others to effectively use BHN's services and equipment (or any connected network, system, service or equipment) or conduct their business over the Internet.
- H17 **Copyright Violations.** Customer shall comply with the requirements of the Digital Millennium Copyright Act regarding the use of copyrighted materials on the Internet in its use of the Services. Individuals or entities with reason to believe that their content has been copied and/or is accessible on the Services in a way that constitutes copyright infringement, or that the Services contain links or other references to another site, application, destination or service that contains content or activity that infringes their copyright rights, may notify BHN by providing a document via fax, first class U.S. mail, or e-mail that includes the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec. 512) to BHN's copyright agent set forth below:
- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
  - (ii) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at the Online Services are covered by a single notification, a representative list of such works at the Online Services;
  - (iii) Identification of the copyrighted work that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate such copyrighted work;
  - (iv) Information reasonably sufficient to enable us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
  - (v) A statement that the complaining party has a good faith belief that use of the copyrighted work in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

IMPORTANT: MISREPRESENTATIONS MADE IN A NOTICE CLAIMING THAT CONTENT OR ACTIVITY IS INFRINGING VIOLATES THE DIGITAL MILLENNIUM COPYRIGHT ACT AND MAY EXPOSE YOU TO LIABILITY FOR DAMAGES (INCLUDING COSTS AND ATTORNEYS' FEES). COURTS HAVE FOUND THAT YOU MUST CONSIDER COPYRIGHT DEFENSES, LIMITATIONS OR EXCEPTIONS BEFORE SENDING A NOTICE. ACCORDINGLY, IF YOU ARE NOT SURE WHETHER CONTENT RESIDING ON THE SERVICES INFRINGES YOUR COPYRIGHT, BHN SUGGESTS THAT YOU FIRST CONTACT AN ATTORNEY. IN ADDITION, PLEASE DETERMINE WHETHER THE CONTENT YOU ARE SENDING A NOTICE ABOUT IS ACTUALLY RESIDING ON THE SERVICES BEFORE SENDING THE NOTICE.

Copyright Agent:

Jerry Birenz, Esq.  
Sabin, Bermant & Gould LLP      Phone: (212) 381-7057  
1 World Trade Center              Fax: (212) 381-7201  
New York, NY 10007                E-mail: [copyright@sabinfirm.com](mailto:copyright@sabinfirm.com)

Note: Only copyright complaints should be sent to the copyright agent. No other communications to the copyright agent will be accepted or responded to. For communications on other matters, please contact BHN through the means described at <http://brighthouse.com/support/contact.html>.

PLEASE NOTE: THE INFORMATION PRESENTED HERE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT LEGAL ADVICE.

Copyright infringement notifications submitted to BHN according to these procedures will be processed within 21 days of receipt. If Customer is the subject of a DMCA notification that meets the below criteria, Customer may be subject to account termination at BHN's sole discretion.

- H18 **Adult Content.** Pornography and sex-related merchandising are prohibited on BHN servers. This includes sites that may infer sexual content or provide links to adult content elsewhere. This is also true for sites that promote any illegal activity or content that may be damaging to BHN's servers or any other server on the Internet, or provide links to such sites.
- H19 **Child Pornography.** The use of BHN's services to store, post, display, transmit, advertise or otherwise make available child pornography is prohibited. BHN is required by law, and will, notify law enforcement agencies when it becomes aware of the presence of child pornography on, or being transmitted through, its services.
- H20 **Privacy.** BHN is concerned with the privacy of on-line communications and Web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Customer should assume that all of its on-line communications are insecure. BHN shall not be responsible for the security of information transmitted over BHN's facilities. Additional details on privacy and BHN's use of Customer information can be found in BHN's Customer Privacy Notice located at <http://businesssolutions.brighthouse.com/about-us/our-policies/customer-privacy-notice.html>.
- H21 **Customer Responsibility.** If Customer offers Internet services using Business Web Services, Customer will cooperate with BHN in any corrective or preventive action that BHN deems necessary. If Customer fails to cooperate with such corrective or preventive measures, BHN may take any such action even though such action may affect End Users or customers of Customer.
- H22 **Modifications.** BHN may discontinue, upgrade, replace, modify, or change in any way, without limitation, any software, application, program, data, hardware, equipment, or portions or components thereof, used to provide Business Web Services. Certain changes to Business Web Services may affect the operation of Customer's personalized applications and content. Customer is solely responsible, and BHN is not liable, for any and all such personalized applications and content, except as expressly agreed to by BHN.
- H23 **Backup of Data.** Except where BHN has expressly agreed in writing to the contrary, Customer is solely and entirely responsible, and BHN shall not be responsible, for the management and backup of all Customer data, and all updates, upgrades, and patches to any software that Customer uses in connection with Business Web Services.
- H24 **Third Party Licenses.** BHN makes a reasonable effort to provide its customers with technologies, developments, and innovations (collectively "**Technologies**"), part of which may be licensed, or co-branded, from or by, third party entities. HOWEVER, BHN MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE QUALITY, ACCURACY, RELIABILITY, VALIDITY, OR CONTINUED EXISTENCE OF ANY OR ALL ASPECTS OF SUCH TECHNOLOGIES. MOREOVER, BHN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR SUCH TECHNOLOGIES. FURTHERMORE, BHN SHALL NOT BE LIABLE IN ANY WAY FOR THE REVOCATION OF ANY LICENSE, WHICH HAS BEEN LICENSED TO BHN. THE USE OF THE TECHNOLOGIES OBTAINED FROM OR THROUGH BHN, OR ANY OTHER REFERRED THIRD PARTY, WHETHER DIRECTLY OR INDIRECTLY, IS AT THE SOLE RISK OF CUSTOMER.
- H25 **Non-BHN Products.** Any mention of non-BHN products by BHN, its employees, or any third party entity related to BHN is for information purposes only and does not constitute an endorsement or recommendation by BHN. BHN disclaims any and all liabilities for any representation or warranty made by the vendors of such non-BHN products or services.
- H26 **Billing.** All charges for BHN Business Web Services will be included on Customer's invoice with Business Internet or Dedicated Access services and payments are due in accordance with the terms and conditions for those services. Ownership of domain name will not be fully authorized until payment is received in full to BHN. Failure to comply with payment terms will result in forfeiture of domain name rights by registrant.
- H27 **Statements.** Detailed statements of invoiced charges can be viewed and printed through Customer's secure, online website control panel.

**H28 Additional Service Fees**

a. **Reactivation**

If Customer requests reactivation of a closed account, BHN will assess Customer a \$19.95 reactivation fee to fulfill such request. If Customer requests restoration of Customer's data files to Customer's reactivated account, BHN will assess Customer a \$99.95 fee to fulfill such request.

b. **Hosting Plan Changes**

If Customer changes to a lower-priced hosting plan on the same platform, BHN will charge Customer a \$19.95 downgrade fee. There is no upgrade fee for upgrading to a higher priced plan, provided that BHN will charge Customer any difference between the setup fee applicable to Customer's new and former plans.

c. **Platform Change**

If Customer changes plans to a different operating system platform, BHN will charge Customer a \$19.95 platform change fee.

**H29 Important Notice.** Domain name registrations and Web hosting accounts are handled by separate entities. In the event Customer needs to cancel, Customer must specify whether it would like to cancel its domain name only, its Web hosting plan only, or both its domain and hosting accounts. The cancellation or expiration of Customer's domain name does not automatically terminate Customer's hosting account (or vice versa). Customer's hosting account billing term automatically renews upon its completion, unless Customer notifies BHN that Customer would like to cancel its account.

**H30 Cancellations.** Cancellation requests must be received by BHN a minimum of ten (10) days prior to the end of Customer's Billing Cycle. Cancellations submitted later than this time may result in automatic renewal of Customer's hosting plan. Cancellations become effective on the day processed by BHN. BHN is unable to cancel Customer's account effective for a future date. BHN will confirm the cancellation request when it is processed. If Customer does not receive a confirmation, please contact BHN as soon as possible.

BHN does not monitor, and will not automatically cancel, plans for problems related to domain name transfers, non-usage, InterNIC, or any other secondary issues not directly related to BHN's services. Cancellation of services does not relieve Customer from paying any outstanding balance owed on the account. BHN reserves the right to cancel any account, at any time, without notice, for any reason BHN considers appropriate.

For Enterprise Cloud Solutions, the following shall apply:

**H31** Customer acknowledges that Enterprise Cloud Solutions offers a self-service portal. If customer adds Services through the self-service portal, they will be charged for the additional Services that may not be reflected on the initial Order.

For Enterprise Cloud Solutions, the following service levels shall apply:

**H32 Time to Repair.** BHN will restore service within 4 hours after BHN determines the exact cause of such Outage. Subject to exceptions below, If this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Service.

**H33 Service Availability.** The Service Availability is listed in the table below based on the Service(s) selected on the Order. An Outage for Service Availability shall mean that the Enterprise Cloud Solution is not available from the public Internet or private connection if applicable. Service Availability is calculated as follows:

(Total number of minutes in the applicable calendar month) - (Total Outage minutes for the applicable calendar month)

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Total number of minutes in the applicable calendar month

If this service level is not satisfied during a calendar month, Customer will be entitled to, as its sole and exclusive remedy, a credit as defined in the table below.

<b>Enterprise Cloud Solutions</b>	<b>Service availability</b>	<b>Credit</b>
Network Availability – BHN Backbone	99.95%	1/15 <sup>th</sup> of the MRC
Core Infrastructure – power, UPS, HVAC, and cabling	100%	1/15 <sup>th</sup> of the MRC
Web and Application Servers	99.5%	1/30 <sup>th</sup> of the MRC of the affected Service
Email Services	99.5%	1/30 <sup>th</sup> of the MRC of the affected Service
Cloud Compute Infrastructure	99.95%	1/15 <sup>th</sup> of the MRC of the affected Service
Cloud Backup Infrastructure	99.95%	1/15 <sup>th</sup> of the MRC for the affected Service

The BHN NOC shall deem that an Outage has occurred whenever the BHN NOC verifies that the Service is unavailable, and "Total Outage Minutes" shall be deemed to be the length of time during which the Service is unavailable to Customer, as reflected on such trouble tickets. Service is considered restored when Customer has access to the affected Service and the trouble ticket is closed. During an Outage, Latency and Packet Loss calculations are suspended and not included in the monthly totals.

**Limitations on service levels.** Each of the service levels in this attachment are subject to the following performance and measurement limitations: (1) Customer must contact BHN customer care to request a service level remedy (credit); (2) the total amount credited may not exceed the applicable MRC for the affected Service and is the sole remedy for the Outage; (3) BHN's service levels are provided for on-net services only; and (4) service level measurements will not include:

- ha. Outages or service degradations planned by BHN to carry out emergency maintenance with as much notice as possible given.
- hb. Outages or service degradations planned by Customer for the purpose of allowing BHN to carry out planned or routine maintenance at times to be agreed with Customer.
- hc. Outages or service degradations due to the non-release of the affected service element by Customer to BHN for the purpose of fault verification and/or restoration of availability.
- hd. Outages or service degradations due to the malfunction of Customer equipment not covered by the Service
- he. Outages or service degradations due to changes made to services at Customer's request where BHN has informed Customer about the Outage in advance and in writing.
- hf. Outages or service degradations due to Customer requested test-assists, provided that the testing is not required as a result of failure of a BHN provided service.
- hg. Outages or service degradations due to defined Force Majeure events as provided for in this Master Agreement.
- hh. Outages or service degradations cause by delinquent payment.
- hi. Outages or service degradations resulting from failures of access circuits, caused by Customer provided access facilities or Customer supplied wiring.
- hj. Outages or service degradations caused by acts or omissions of Customer or others authorized by Customer to use or modify Customer's Service or change Service configurations.
- hk. Outages or service degradations resulting from incomplete, incorrect, or inaccurate information from Customer.
- hl. Outages or service degradations due to inability to reach Customer to analyze incidents or complete restoration of Service.

**Attachment I**  
**Service Level Agreement**

If Customer receives Enterprise Trunking Service (Attachment B), Dedicated Internet Access Service (Attachment C), Metro Ethernet Service (Attachment D), and Enterprise Hosted Voice Service (Attachment L) with BHN Fiber Access:

Service levels:

- 11 **Network Availability.** The BHN Backbone Network shall be available 99.95% of the time. The BHN Backbone Network shall mean core routers and transmission equipment in BHN facilities. Network availability is calculated as follows:

$$\frac{\text{(Total number of minutes in the applicable calendar month)} - \text{(Total Outage minutes for the applicable calendar month)}}{\text{Total number of minutes in the applicable calendar month}}$$

If this service level is not satisfied during a calendar month, Customer will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the monthly recurring charge ("MRC") for each full hour that the Service is unavailable.

- 12 **Mean Time to Restore.** Mean Time to Restore is the monthly average time over any calendar month it takes for BHN to resolve an Outage. Mean Time to Restore is calculated as follows:

$$\text{Mean Time to Restore} = \text{Total outage minutes} / \text{Total outage occurrences}$$

BHN will restore service at a Customer Site affected by an Outage, on average, within four (4) hours after a trouble ticket is opened. If BHN does not meet this service level, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected Customer Site.

The BHN NOC shall deem that an Outage has occurred whenever the BHN NOC is informed by Customer and verifies that Customer does not have the ability to transmit or receive packets by means of the Service(s), and "Total Outage Minutes" shall be deemed to be the length of time during which the Service(s) is unavailable to Customer, as reflected on such trouble tickets. Service is considered restored when service has been restored when the trouble ticket is closed. During an Outage, Latency and Packet Loss calculations are suspended and not included in the monthly totals.

The foregoing service levels (including for latency and packet loss, as defined below) shall only apply to the throughput rates as set forth on Customer's Order.

**Limitations on service levels.** Each of these service levels is subject to the following performance and measurement limitations: (1) Customer must contact BHN Customer Care at (866) 477-1386 to open a ticket and to request a service level remedy (credit); (2) the total amount credited may not exceed the applicable MRC for the affected Service and is the sole remedy for the Outage; (3) BHN's service levels are provided for on-net services only; and (4) service level measurements will not include:

- ia. Outages planned by BHN to carry out emergency maintenance with as much notice as possible given.
- ib. Outages planned by Customer for the purpose of allowing BHN to carry out planned or routine maintenance at times to be agreed with Customer.
- ic. Outages due to the non-release of the affected service element by Customer to BHN for the purpose of fault verification and/or restoration of availability.
- id. Outages due to the malfunction of Customer equipment and wiring beyond the service demarcation point including LAN and voice equipment and outages due to or extended as a result of denial of access to any site.
- ie. Outages due to changes made to services at Customer's request where BHN has informed Customer about the Outage in advance and in writing.
- if. Outages due to Customer requested test-assists, provided that the testing is not required as a result of failure of a BHN provided service.
- ig. Outages due to defined Force Majeure events as provided for in this Master Agreement.
- ih. Outages cause by delinquent payment.
- ii. Outages resulting from failures of access circuits or Outages caused by Customer provided access facilities.

For Dedicated Internet Access (Attachment C) and Metro Ethernet (Attachment D) Services, the following shall apply:

- 13 **Latency.** The BHN Backbone Network shall have an average roundtrip packet transit time within the BHN Backbone Network of no more than 25ms. (This average latency is measured as the average of 15 minute samples across the BHN Backbone Network as taken throughout a calendar month.) If this service level is not satisfied during a calendar month, Customer will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the MRC for each full millisecond exceeding the 25ms average.
- 14 **Packet Loss.** The BHN Backbone Network shall have an average packet loss of less than one-half percent (0.5%) during any calendar month. Packet Loss is the difference between the number of packets transmitted by a device and the total number of packets received by the intended recipient. If this service level is not satisfied during a calendar month, Customer

will be entitled to, as its sole and exclusive remedy, a credit of one thirtieth (1/30th) of the MRC for each percentage point above the one-half percent (0.5%) average maximum.

- 15 **Burstable Service.** If Customer selects to receive DIA or Metro Ethernet with burstable bandwidth above the committed bandwidth, BHN will deliver committed bandwidth with a bursting capability. When bursting over the committed bandwidth, the latency and packet loss service levels of this Attachment does not apply.

**Attachment J**

**OnSite Technical Service, Business Wireless Network and One-time Fix, Credit Terminals for Merchant Services, Business Firewall, Business Helpdesk and Cloud Server for SMB (collectively, "IT Services")**

**OnSite Technical Service ("OTS"):** If Customer selects to receive OTS, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's computers and Customer's data network, as stated in the applicable Order.

**Business Wireless Network ("BWN"):** If Customer selects to receive BWN, BHN shall deliver specific remote and on-site technical assistance for Customer's computers, printers and wireless data network, as stated in the applicable Order.

**One-time Fix ("OF"):** If Customer selects to receive OF, BHN shall deliver specific remote and/or on-site technical assistance for a specific Customer's computer or Customer's data network, as stated in the applicable Order.

**Credit Terminals for Merchant Services:** If Customer selects to receive Credit Terminals for Merchant Services, BHN shall provide and install point-of-sale hardware, ensure transactions are successfully processing at installation, and provide same-day field support for broken point-of-sale hardware.

**Business Firewall:** If Customer selects to receive Business Firewall, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's firewalls, as stated in the applicable Order.

**Business Helpdesk:** If Customer selects to receive Business Helpdesk, BHN shall deliver 24x7x365 PC and server helpdesk support and provide a Local Area Network (LAN) switch, anti-virus protection, and data back-up services. BHN will support the number of PCs and servers set forth in the applicable Order.

**Cloud Server for SMB:** If Customer selects to receive Business Helpdesk and Cloud Server for SMB, BHN will supply a cloud server with certain specifications as stated in the applicable Order.

**Customer's use of IT Services is subject to the following additional terms and conditions:**

- J1 Upon request, Customer shall provide documentation of valid software licenses that Customer requests BHN to support.
- J2 BHN may require Customer to install certain software to assist BHN in the provision of IT Services. BHN reserves the right to terminate this Master Agreement if Customer (i) does not agree to install the software on the supported computers; or (ii) alters, modifies or disables the software or its settings or configurations.
- J3 BHN may suggest that Customer acquire, install and use certain third party software ("Third Party Software"). Customer shall be solely responsible for acquiring and maintaining valid licenses to any Third Party Software, even if BHN assists Customer in the acquisition, installation, and/or use of such Third Party Software. BHN shall not be deemed to provide or license Third Party Software to Customer, and makes no representation or warranty with respect to any Third Party Software, including but not limited to any warranty with respect to the effectiveness, availability or security of any third party software.
- J4 BHN may use any tools it reasonably deems necessary or advisable to perform IT Services, including obtaining remote access to Customer's computer(s) and related network and peripherals.
- J5 BHN does not guarantee or warrant that IT Services will be free of, prevent or eliminate any or all defects, infection or viruses, worms, Trojan horses or other code that manifest contaminating, malicious or destructive properties. Customer is responsible for implementing adequate procedures to satisfy particular requirements for accuracy of data input and output and for maintaining a means external to IT Services for the reconstruction of any lost data.
- J6 IT Services shall be available at the times set forth in the applicable service offering documentation, to the extent commercially reasonable.
- J7 Notwithstanding anything to the contrary in this Master Agreement, (a) BHN may change the specific service offerings included within IT Services at its reasonable discretion, and (b) Customer shall not terminate its subscription to IT Services on such basis.
- J8 Customer acknowledges and agrees that the Internet is not a secure network and that third parties may be able to intercept, access, use, or corrupt the information Customer transmits or receives over the Internet. BHN shall not be responsible for invalid destinations, transmission errors, or corruption or security of Customer's data.
- J9 During the Term and for six (6) months thereafter (collectively, the "Non-Solicitation Period"), Customer shall not directly or indirectly solicit, induce away, hire, engage as a contractor or recommend for employment by any third party any Covered Resource (as defined below). If Customer breaches the foregoing provision, then Customer shall pay to BHN an amount equal to the applicable Covered Resource's annual monetary compensation by BHN for the prior calendar year, inclusive of any bonus or other monetary benefits. "Covered Resource" means any then-current or then-former employee of BHN or of any affiliate of BHN (with Advance/Newhouse Partnership deemed an affiliate of BHN for such purpose), to the extent such person is or was directly involved in the performance of this Master Agreement.

- J10 If Services are to be performed on a computer, Customer shall specifically designate each computer for which it wishes BHN to provide the applicable Services, such as by providing model number, serial number, operating system product ID, and/or MAC address. BHN will not support computers that have not been designated by Customer. Customer acknowledges that BHN may increase the amount of computers or servers designated for support upon Customer approval. If Customer authorizes an increase in the amount of designated computers, they will be charged for the additional Services that may not be reflected on the initial Order.
- J11 To the extent that BHN provides technical assistance and support for Third Party Software or equipment, Customer must ensure that it complies with the terms and conditions under which it was licensed such Third Party Software or purchased such equipment. BHN makes no warranty that it is an authorized service provider for Third Party Software or for any equipment; it is Customer's sole responsibility to determine if it requires additional rights for BHN to provide such support and if so, to acquire such rights. Customer acknowledges that support of Third Party Software or equipment by an unauthorized service provider may void any warranty made by the author or supplier of such Third Party Software or equipment.
- J12 BHN may provide Customer, via download or other delivery method, the use of certain Software, including but not limited to client and/or network security software, for use in connection with IT Services. BHN reserves the right to update or change such Software from time to time, and Customer shall cooperate in performing such steps as may be necessary to install any updates or changes to such Software. Customer's license to use such Software shall remain in full force and effect until the earlier of (a) termination of such license by BHN or its third party licensors, providers or suppliers, or (b) termination of the applicable Services for Customer. Upon termination of the applicable license or Services for Customer for any reason, Customer shall cease all use of such Software and immediately delete such Software from Customer's hardware.

For Credit Terminals for Merchant Services:

- J13 Customer acknowledges that BHN shall be responsible solely for the provision and support of the point-of-sale hardware and that Allegiance Merchant Services shall be responsible for processing all financial transactions, which shall be governed by a separate agreement between Customer and Allegiance Merchant Services.

For Business Firewall:

- J14 The Services will provide reasonably effective security to prevent third parties from gaining access to Customer's information protected by the Services and/or Customer employees from accessing content on the Internet restricted by the Services. NOTWITHSTANDING THE FOREGOING, (a) BHN WILL NOT BE LIABLE FOR ANY BREACH OF SECURITY OF THE SERVICES (I) ARISING OUT OF ANY USER ERROR BY CUSTOMER OR ANY END USER OR THE INADEQUACY OF ANY SECURITY POLICY OR SECURITY DEFINITIONS FILE DEFINED BY CUSTOMER OR (II) OCCURRING VIA ANY COMMONLY USED PORT, AND (b) THE SERVICES ARE NOT GUARANTEED TO BE 100% EFFECTIVE. IN NO EVENT SHALL BHN BE LIABLE FOR ANY LOSS OR DAMAGE TO CUSTOMER'S BUSINESS OR DATA ARISING OUT OF ANY FAILURE OF THE SERVICES TO PREVENT UNAUTHORIZED ACCESS.

For Business Helpdesk:

- J15 Customer's use of the Services will require the installation and use of client Software on Customer's computer(s) under license from Webroot, Inc. and Mozy, Inc. Customer's use of such Software will be governed by the Webroot SecureAnywhere Business Solution Agreement posted at <http://www.webroot.com/us/en/company/about/service-terms-and-conditions> and the Mozy Terms of Service posted at <https://mozy.com/about/legal/terms>, as applicable. Notwithstanding anything to the contrary in the Webroot SecureAnywhere Business Solution Agreement or the Mozy Terms of Service, Customer's license to use such Software will terminate upon any termination or expiration of Customer's subscription to Business Helpdesk.

**Attachment K**

**Managed Wide Area Network, Managed Router for DIA, Managed Local Area Network, Managed Wireless Local Area Network, Managed Firewall, Managed Virtual Private Network, Managed Intrusion Detection and Prevention Service, Managed Content Filtering Service, Managed Internet Security, Managed Email Security, Distributed Denial of Service Mitigation Service, and Managed Telepresence (collectively, "Managed Services")**

**Managed Wide Area Network ("MWAN"):** If Customer selects to receive MWAN, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's routers and Customer's data WAN, as stated in the applicable Order.

**Managed Router for DIA ("MR"):** If Customer selects to receive MR, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's routers, as stated in the applicable Order.

**Managed Local Area Network ("MLAN"):** If Customer selects to receive MLAN, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's switches and Customer's data LAN, as stated in the applicable Order.

**Managed Wireless Local Area Network ("MWLAN"):** If Customer selects to receive MWLAN, BHN shall deliver specific remote and on-site technical assistance for Customer's wireless data LAN, as stated in the applicable Order.

**Managed Firewall ("MFW"):** If Customer selects to receive MFW, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's firewalls, as stated in the applicable Order.

**Managed Virtual Private Network ("MVPN"):** If Customer selects to receive MVPN, BHN shall deliver specific remote and on-site technical assistance for a specific number of Managed Devices, as stated in the applicable Order.

**Managed Intrusion Detection and Prevention Service ("MIDPS"):** If Customer selects to receive MIDPS, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's Managed Devices, as stated in the applicable Order.

**Managed Content Filtering Service ("MCFS"):** If Customer selects to receive MCFS, BHN shall deliver specific remote and on-site technical assistance for a specific number of Customer's Managed Devices, as stated in the applicable Order.

**Managed Device:** A Managed Device is a customer premise device that BHN is remotely monitoring and/or managing for Customer. A Managed Device may be owned by BHN or Customer.

**Managed Internet Security:** A bundled offer that may include one or more of the following Internet security components: Firewall, Virtual Private Network ("VPN"), Content Filtering, Application Filtering, Malware Protection and/or Intrusion Detection and Prevention Service ("IDPS")

**Managed Email Security:** A security offering that may include one or more of the following features: SPAM filtering, Virus protection Email Encryption and/or Data Loss Prevention ("DLP")

**Distributed Denial of Service ("DDoS") Mitigation Service:** If Customer selects to receive DDoS Mitigation Service, BHN will monitor Customer's Internet traffic to detect anomalies that may indicate DDoS attacks. BHN collaborates with Customer in order to implement automated and manual countermeasures to mitigate DDoS attacks.

**Managed Telepresence:** If Customer selects to receive Managed Telepresence, BHN shall deliver specific remote and on-site technical assistance for a specific number of Managed Devices for Telepresence service, as stated in the applicable Order.

**Customer's use of Managed Services is subject to the following additional terms and conditions:**

For Managed Services, the following service levels shall apply:

- K1 **Proactive Outage Notification.** BHN's goal is to notify Customer that Managed Device is unavailable within fifteen (15) minutes of the time that BHN makes such determination and ticket generation. Notification will be made to Customer's designated representative via an email or other mutually agreed upon mechanisms. Subject to exceptions below, if this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the monthly recurring charge ("MRC") for the affected Managed Device.
- K2 **Time to Repair.** BHN's goal is to restore service to a Managed Device (other than hardware failure) within 4 hours after BHN determines the exact cause of such Outage. Subject to exceptions below, if this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Managed Device.
- K3 **Installation.** BHN's goal is to install and make operational the BHN provided standard Managed Device(s) within 45 days of Order acceptance by BHN if BHN's Dedicated Internet Access or Metro Ethernet Services are already operational at Customer's Site. If DIA and Metro Ethernet Services are not operational at Order acceptance by BHN, BHN's goal is to install and make operational the Managed Device(s) identified on the Order within 45 days of Order acceptance by BHN or at Customer acceptance of the requested DIA or Metro Ethernet Services, whichever is longer.

K4 **Service Availability.** The Service Availability is listed in the table below based on the Service(s) selected on the Order. An Outage for Service Availability shall mean that Customer does not have the ability to transmit and receive packets by means of the BHN network and the Managed Device. . Service Availability is calculated as follows:

$$\frac{\text{(Total number of minutes in the applicable calendar month)} - \text{(Total Outage minutes for the applicable calendar month)}}{\text{Total number of minutes in the applicable calendar month}}$$

If this service level is not satisfied during a calendar month, Customer will be entitled to, as its sole and exclusive remedy, a credit as defined in the table below.

Managed Service	Service availability	Credit
Managed WAN / Managed Router – Dual Router	99.95%	1/30 <sup>th</sup> of the MRC for Outages greater than 2 minutes
Managed WAN / Managed Router – Single Router	99.5%	1/30 <sup>th</sup> of the MRC for Outages greater than 1 hr
Managed LAN / Managed Wireless LAN	Device 99.5%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 4 hrs
Managed Firewall	99.5%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 4 hrs
Managed VPN	99.5%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 4 hrs
DDoS Mitigation Service	99.95%	1/15 <sup>th</sup> of the MRC for the affected Service
Managed Telepresence	99.5%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 4 hrs

The BHN NOC shall deem that an Outage has occurred whenever the BHN NOC verifies that Customer does not have the ability to transmit or receive packets by means of the Managed Service(s), and "**Total Outage Minutes**" shall be deemed to be the length of time during which the Managed Service(s) is unavailable to Customer, as reflected on such trouble tickets. Service is considered restored when service has been restored when the trouble ticket is closed. During an Outage, Latency and Packet Loss calculations are suspended and not included in the monthly totals.

**Limitations on service levels.** Each of the service levels in this attachment are subject to the following performance and measurement limitations: (1) Customer must contact BHN Customer Care at (866) 477-1386 to request a service level remedy (credit); (2) the total amount credited may not exceed the applicable MRC for the affected Managed Device and is the sole remedy for the Outage; (3) BHN's service levels are provided for on-net services only; and (4) service level measurements will not include:

- ka. Outages or service degradations planned by BHN to carry out emergency maintenance with as much notice as possible given.
- kb. Outages or service degradations planned by Customer for the purpose of allowing BHN to carry out planned or routine maintenance at times to be agreed with Customer.
- kc. Outages or service degradations due to the non-release of the affected service element by Customer to BHN for the purpose of fault verification and/or restoration of availability.
- kd. Outages or service degradations due to the malfunction of Customer equipment not covered by the Service
- ke. Outages or service degradations due to changes made to services at Customer's request where BHN has informed Customer about the Outage in advance and in writing.
- kf. Outages or service degradations due to Customer requested test-assists, provided that the testing is not required as a result of failure of a BHN provided service.
- kg. Outages or service degradations due to defined Force Majeure events as provided for in this Master Agreement.
- kh. Outages or service degradations cause by delinquent payment.
- ki. Outages or service degradations resulting from failures of access circuits, caused by Customer provided access facilities or Customer supplied wiring.
- kj. Outages or service degradations caused by acts or omissions of Customer or others authorized by Customer to use or modify Customer's Service or change Service configurations.
- kk. Outages or service degradations due to or extended as a result of denial of access to any site.
- kl. Outages or service degradations resulting from incomplete, incorrect, or inaccurate information from Customer.
- km. Outages or service degradations due to inability to reach Customer to analyze incidents or complete restoration of Service.

For MFW, Managed VPN, Managed IDPS, and Managed CFS the following shall apply:

K5 Services are designed to prevent outsiders from gaining access to company information or employees accessing restricted content on the internet. The Services will provide effective security for such access. However, the Service is based on the security customer-defined policies as well security definitions files. Service may not prevent some determined hackers from breaking in, or an employee from gaining unauthorized access to the Internet or to confidential information stored on the corporate network. BHN is not liable for any losses or damage to Customer's business or data that arise as a result of the Service not preventing unauthorized access.

- K6 **Log Data Remote Storage.** BHN's goal is to store 30 days of log data. Subject to exceptions above, if this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected Managed Device.
- K7 **Non Urgent Changes.** BHN's goal is to make non-urgent changes within 1 business day of the request. Subject to exceptions above and a limit of 25 requests per month, if this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected Managed Device.
- K8 **Urgent Changes.** BHN's goal is to make urgent changes within four (4) hours of the request. Subject to exceptions above and a limit of one (1) request per month, if this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected Managed Device.

For Managed Devices, the following service levels shall apply:

- K9 **Replacement Service.** BHN's goal is to replace, install and configure a defective Managed Device within 4 hours after the Managed Device is determined to be defective by BHN. Subject to exceptions above, if this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Managed Device.

For DDoS Mitigation Service, the following shall apply:

- K10 Customer acknowledges that DDoS Mitigation Service is designed to mitigate volumetric attacks aimed at the Network and Transport Protocol layers of the ISO-OSI model and not other types of attacks.
- K11 Customer acknowledges that the use of automated mitigation may result in unintended blocking of legitimate Internet based traffic. Therefore, Customer will notify BHN of any changes to the network that are not managed by BHN and of any changes with Customer's normal Internet traffic patterns.
- K12 Customer acknowledges that BHN will make commercially reasonable efforts to mitigate attacks that take advantage of a previously unknown vulnerability (also known as "zero-day attacks").

For DDoS Mitigation Service, the following service levels shall apply:

- K13 **Proactive Notification.** BHN will notify Customer that a potential threat has been detected within fifteen (15) minutes of the time that BHN makes such determination and ticket generation. Notification will be made to Customer's designated representative via an email or other mutually agreed upon mechanisms. If this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the monthly recurring charge ("MRC") for the affected Service.
- K14 **Time to Implement Countermeasures.** BHN will begin applying automated countermeasures immediately after an attack is detected. If the signature is not recognized through automation, countermeasures will begin within fifteen (15) minutes after Customer validates the attack and authorizes BHN to apply countermeasures to mitigate the DDoS attack. If this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Service.

For Managed Telepresence, the following service levels shall apply:

- K15 **Replacement Service.** BHN will use commercially reasonable efforts to replace, install and configure defective Managed Devices for Telepresence service in the next business day after such Managed Devices are determined to be defective by BHN. Subject to exceptions above, if this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Managed Device.

**Attachment L  
Non-SMB Hosted Voice Services**

**Customer's use of the Non-SMB Hosted Voice Services is subject to the following additional terms and conditions:**

- L1 **Proactive Outage Notification.** BHN's goal is to notify Customer that Non-SMB Hosted Voice Service is unavailable within fifteen (15) minutes of the time that BHN makes such determination and ticket generation. Notification will be made to Customer's designated representative via an email or other mutually agreed upon mechanisms. Subject to exceptions below, if this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the monthly recurring charge ("MRC") for the affected Non-SMB Hosted Voice Service.
- L2 **Time to Repair.** BHN's goal is to restore Non-SMB Hosted Voice Service (other than hardware failure) within 4 hours after BHN determines the exact cause of such Outage. Subject to exceptions below, if this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Non-SMB Hosted Voice Service.
- L3 **Installation.** BHN's goal is to install and make operational the BHN provided standard Non-SMB Hosted Voice Services BHN Equipment within 45 days of Order acceptance by BHN if BHN's Dedicated Internet Access or Metro Ethernet Services are already operational at Customer's Site. If DIA and Metro Ethernet Services are not operational at the Non-SMB Hosted Voice Service address, BHN's goal is to install and make operational the Non-SMB Hosted Voice BHN Equipment identified on the Order within 45 days of Order acceptance by BHN or at Customer acceptance of the requested DIA or Metro Ethernet Services, whichever is longer.
- L4 **Service Availability.** The Service Availability is listed in the table below based on the Service(s) selected on the Order. An Outage for Service Availability shall mean that Customer does not have the ability to transmit and receive packets by means of the BHN network and the BHN Equipment. Service Availability is calculated as follows:

$$\frac{\text{(Total number of minutes in the applicable calendar month)} - \text{(Total Outage minutes for the applicable calendar month)}}{\text{Total number of minutes in the applicable calendar month}}$$

If this service level is not satisfied during a calendar month, Customer will be entitled to, as its sole and exclusive remedy, a credit as defined in the table below.

Non-SMB Hosted Voice Service	Service availability	Credit
Non-SMB Hosted Voice Platform	Device 99.9%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 4 hrs
Non-SMB Hosted Voice Edge Router	99.5%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 4 hrs
Hosted Voice for Hospitality Property Management System (PMS) Integration Hardware	99.5%	1/30 <sup>th</sup> of the MRC of the affected device for Outages greater than 24 hrs

The BHN NOC shall deem that an Outage has occurred whenever the BHN NOC verifies that Customer does not have the ability to transmit or receive packets by means of the Non-SMB Hosted Voice Service(s), and "Total Outage Minutes" shall be deemed to be the length of time during which the Non-SMB Hosted Voice Service(s) is unavailable to Customer, as reflected on such trouble tickets. Service is considered restored when service has been restored when the trouble ticket is closed. During an Outage, Latency and Packet Loss calculations are suspended and not included in the monthly totals.

**Limitations on service levels.** Each of the service levels in this attachment are subject to the following performance and measurement limitations: (1) Customer must contact BHN Customer Care at (866) 477-1386 to request a service level remedy (credit); (2) the total amount credited may not exceed the applicable MRC for the affected BHN Equipment and is the sole remedy for the Outage; (3) BHN's service levels are provided for on-net services only; and (4) service level measurements will not include:

- la. Outages or service degradations planned by BHN to carry out emergency maintenance with as much notice as possible given.
- lb. Outages or service degradations planned by Customer for the purpose of allowing BHN to carry out planned or routine maintenance at times to be agreed with Customer.
- lc. Outages or service degradations due to the non-release of the affected service element by Customer to BHN for the purpose of fault verification and/or restoration of availability.
- ld. Outages or service degradations due to the malfunction of Customer equipment not covered by the Service
- le. Outages or service degradations due to changes made to services at Customer's request where BHN has informed Customer about the Outage in advance and in writing.
- lf. Outages or service degradations due to Customer requested test-assists, provided that the testing is not required as a result of failure of a BHN provided service.
- lg. Outages or service degradations due to defined Force Majeure events as provided for in this Master Agreement.
- lh. Outages or service degradations cause by delinquent payment.

- li. Outages or service degradations resulting from failures of access circuits, caused by Customer provided access facilities or Customer supplied wiring.
- lj. Outages or service degradations caused by acts or omissions of Customer or others authorized by Customer to use or modify Customer's Service or change Service configurations.
- lk. Outages or service degradations due to or extended as a result of denial of access to any site.
- ll. Outages or service degradations resulting from incomplete, incorrect, or inaccurate information from Customer.
- lm. Outages or service degradations due to inability to reach Customer to analyze incidents or complete restoration of Service.

L6 **Non Urgent Changes.** BHN's goal is to make non-urgent changes within 1 business day of the request. Subject to exceptions above and a limit of 25 requests per month, if this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected BHN Equipment.

L7 **Urgent Changes.** BHN's goal is to make urgent changes within four (4) hours of the request. Subject to exceptions above and a limit of one (1) request per month, if this service level is not satisfied Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one thirtieth (1/30th) of the MRC for the affected BHN Equipment.

For Non-SMB Hosted Voice Services edge routers and Non-SMB Hosted Voice Services standard Ethernet PoE switches within the BHN coverage area, the following service levels shall apply:

L8 **Replacement Services.** BHN's goal is to replace the defective BHN Equipment and install and configure the replacement Non-SMB Hosted Voice Service BHN Equipment within 4 hours after such determination. Subject to exceptions above, if this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit equal to one fifteenth (1/15th) of the MRC for the affected Non-SMB Hosted Voice Service.

Order Implementation Guidelines are shown below.

Move Adds or Change Requests	Target Interval	Maximum Interval
Adding a SIP line	1 Business Day	1 Business Day
Feature change request only	1 Business Day	1 Business Day
Professional Services with On-site Tech	3 Business Days	3 Business Days
Adding 1-3 phones	3 Business Days	5 Business Days
Adding 3+ phones	5 Business Days	7 Business Days
Equipment installation (switches and routers)	5 Business Days	7 Business Days

If this service level is not satisfied, Customer will be entitled to, as its sole and exclusive remedy, a credit as defined in the table below.

Non-SMB Hosted Voice Service	Interval	Credit
Adding a SIP line	1 Business Day	1/15 <sup>th</sup> of the MRC of the affected service
Feature change request only	1 Business Day	1/15 <sup>th</sup> of the MRC of the affected service
Professional Services with On-site Tech	3 Business Days	1/15 <sup>th</sup> of the MRC of the affected service
Adding 1-3 phones	5 Business Days	1/15 <sup>th</sup> of the MRC of the affected service
Adding 3+ phones	7 Business Days	1/15 <sup>th</sup> of the MRC of the affected service
Equipment installation (switches and routers)	7 Business Days	1/15 <sup>th</sup> of the MRC of the affected service



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

May 18, 2016

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item VI.C.1., Permission to Award and Execute Contract for Request for Proposal No. P-4-16-04 Voice Communications to Bright House Networks

The Board of County Commissioners, in regular session on May 17, 2016, granted permission to negotiate and award Request for Proposal P-4-16-04 for Voice Communications to Bright House Networks; authorized the Chairman to execute the resulting contract upon approval by Risk Management and the County Attorney's Office; approved the Inter-Departmental/Fund Loan Agreement to fund purchase of the phone equipment; and approved all applicable budget adjustments. Enclosed is the Inter-Departmental/Fund Loan Agreement.

**Upon execution by the Interim Information Technology Director and Human Resources Director, please return a fully-executed Inter-Departmental/Fund Loan Agreement for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

✓ Tammy Rowe, Deputy Clerk

Encl. (1)

cc: Interim Information Systems Director  
Human Resources Director  
Finance  
Budget

**Voice Communications  
RFP # P-4-16-04  
RANKING SHEET**

Meeting Date and Time: May 10, 2016 @ 9:30 a.m. Posted Date: May 10, 2016 Through: May 17, 2016 @ 5:00 p.m.						
Committee Member	AT&T	Bright House	Hayes e-Government	InterDev	Vertek	
Dennis Neterer	4	1	5	3	2	
Kimberly Prosser	2	1	5	3	4	
Jay Shifflete	4	1	5	2	3	
Mark Van Bever	3	1	5	4	2	
Tim Bobanic	4	1	5	3	2	
<b>TOTAL</b>	17	5	25	15	13	
<b>RANK</b>	4	1	5	3	2	

*Jay Shifflete motioned to recommend to the Board of County Commissioners award to Bright House (recommended option), seconded by Mark Van Bever. Vote passed unanimously*

**Brevard County**  
**Voice Communications RFP**  
*Proposal Evaluation*

February 24, 2016

Prepared by:

Pat Daniels



ELERT & ASSOCIATES

(651) 430-2772

[www.elert.com](http://www.elert.com)

## **Executive Overview**

Elert & Associates (E&A) was retained to assist Brevard County with the evaluation of proposals received in response to their Voice Communications RFP.

The RFP allowed either hosted or premised based systems including telephone system, unified messaging, and contact center applications. The RFP required that the provider guarantee services and provide additional network services as required to ensure high quality voice services are provided across all County locations.

The County received proposals from the following vendors:

1. ATT – Broadsoft System Hosted VoIP Solution
2. Bright House Networks – Three Options to Support a Cisco Hosted Solution
3. Catapult – Microsoft Skype Premise Solution
4. FracTel – Polycom Telephones (This proposal is for phones only; no other equipment or services were offered.)
5. Hayes Government Resources – Avaya Premise and Hosted Solution
6. InterDev – Barracuda Premise Solution
7. InterDev – Florida High speed Internet Asterisk Digium Hosted Solution
8. Verteks – ShoreTel Premise Solution

The evaluation is based on the following configurations:

1. Overall Pricing
2. Implementation Schedule
3. Quality of Similar Work and Firm Personnel
4. Service Locations
5. System Requirements
6. Robustness of Design and Manageability

## Proposed Solution Summary

### ***AT&T –Hosted Broadsoft Solution***

AT&T proposed its hosted cloud solution built on redundant geographically dispersed network environment to provide redundancy and business continuity to support call control, voice mail, and supporting applications. AT&T's solution provides a very high level of redundancy and survivability for the ten critical locations with virtually no single point of failure. AT&T also included local services with back-up PSTN services at the ten critical locations. Eighteen additional locations are equipped with survivable gateways; however, the PSTN services were not included.

AT&T's solution provides dual network services at the critical locations and replaces existing AT&T Metro Ethernet and DSL services with a new switched Ethernet service at 40 locations.

AT&T indicated that would not be able to support 71 locations on the proposed HVS solution and recommends that the County utilize the State of Florida Centrex service to support the approximate 270 telephones in these locations.

AT&T did not provide any POE data switches.

AT&T did not include database collection in the proposal so this task would be the County's responsibility. Other than this, it appears that AT&T is providing professional services for all aspects of the project. However, if the County elects to move forward with this solution, a clear scope of work which outlines all responsibilities and expectations should be completed prior to entering into any contract.

### ***Bright House Networks – Cisco Hosted Solution Recommended***

Bright House Networks proposed its hosted cloud solution built on redundant geographically dispersed network environment to provide redundancy and business continuity to support call control, voice mail, and supporting applications. Bright House Networks' solution provides a very high level of redundancy and survivability for the critical locations with virtually no single point of failure.

The solution includes local calling and 250,000 minutes of domestic long distance calling per month.

Bright House also proposes to install a separate voice only WAN and LAN with dual connections into all critical locations. The proposal provides new PoE data network equipment in all locations and would be fully independent of the existing data network infrastructure.

Based on the proposal, it appears that Bright House Networks is providing professional services for all aspects of the project; however, this should be verified and carefully outlined prior to entering into any agreement. In addition, the County should verify how Bright House intends to determine which cable and jack are to be used to support all of the new telephones.

***Bright House Networks – Cisco Hosted Solution Alternate A***

Alternate A also provides Bright House Networks' hosted cloud solution built on redundant geographically dispersed network environment to provide redundancy and business continuity to support call control, voice mail, and supporting applications.

Unlike the Bright House's recommended solution, they did not include any new WAN connections. Bright House would deliver services directly to seven of the critical County locations via the existing Metro Ethernet fiber service utilized by the County. Bright House would utilize the County's existing WAN network to deliver services to all other County locations. This solution does not meet the redundancy requirements of the RFP for critical locations. As designed, the County could lose phone service to multiple locations should the primary connection to Bright House be lost for any reason.

The solution includes local calling and 250,000 minutes of domestic long distance calling per month.

The proposal provides new PoE data network equipment in all locations; however, they would need to be connected to the existing WAN service. So, unlike their recommended solution, the voice and data networks would not be on totally separate networks.

Based on the proposal, it appears that Bright House Networks is providing professional services for all aspects of the project; however, this should be verified and carefully outlined prior to entering into any agreement. In addition, the County should verify how Bright House intends to determine which cable and jack are to be used to support all of the new telephones.

***Bright House Networks – Cisco Hosted Alternate B***

Alternate B is identical to Alternate A; however, it does not include any new LAN equipment. This solution would be fully dependent on the County's existing WAN and LAN infrastructure. It also only provides one connection at the seven critical locations. and does not meet the redundancy requirements of the RFP for these locations. As designed, the County could lose phone service to multiple locations should the primary connection to Bright House be lost for any reason.

Based on the proposal, it appears that Bright House Networks is providing professional services for all aspects of the project; however, this should be verified and carefully outlined prior to entering into any agreement. In addition, the County should verify how Bright House intends to determine which cable and jack are to be used to support all of the new telephones.

***Catapult Systems – Microsoft Office 365 Skype Premise Solution***

Catapult Systems proposed a premise based Microsoft Office 365 Skype unified communications platform. As shown on one drawing, the solution provides servers and software to support the entire system and survivable gateways at the ten critical locations. The solution as described provides redundancy between two data centers and would utilize the County's existing LAN, WAN, and PSTN services.

Catapult provided very little information on the overall solution design, implementation support, and dependencies on external networks.

In order to fairly compare this solution's telephone network (PSTN) cost to AT&T, Bright House and Interdev, the following additional costs have been included below.

- Existing AT&T PRI services to support connection to the PSTN network
  - Estimated cost \$960,000 over six years based on current AT&T PRI service.

Catapult provided very little information on the implementation or ongoing support other than to provide a cost of \$1,000,000 for implementation services. If the County elects to move forward with this solution, a clear scope of work which outlines all responsibilities and expectations should be completed prior to entering into any contract.

### ***Hayes Government Resources – Avaya Communication Manager Premise and Hosted Solution***

Hayes proposed both a premise and hosted Avaya Communication Manager Solution. Although they provided a white paper on the overall capabilities of the Avaya solution, they did not provide any specifics on how the system would be configured to support the County.

They did not provide any additional network services and would be fully reliant on the County's existing WAN, LAN, and PSTN networks. Hayes also did not include any UPS systems.

Hayes provided a general disclaimer on the cover page that the proposal assumes the Data Network will be prepared and able to receive VoIP.

In order to fairly compare this solution's telephone network (PSTN) cost to AT&T, Bright House and Interdev, the following additional costs have been included below.

- Existing AT&T PRI services to support connection to the PSTN network
  - Estimated cost \$960,000 over six years based on current AT&T PRI service

Hayes provided very little information on the implementation or ongoing support. If the County elects to move forward with this solution, a clear scope of work which outlines all responsibilities and expectations should be completed prior to entering into any contract.

Hayes did not provide any information on the hosted option or how it would be connected to the County's network.

### ***InterDev – Barracuda Premise Phone System***

Interdev proposed a distributed Barracuda phone system equipped with seven active servers which will be located in five of the critical locations. All other locations will be configured to connect with one of the active servers. In addition, they provided an eighth server that would act as a warm standby support should one of the servers fail. This design provides a resilient hardware solution that would enable phones to connect to a secondary server should the primary server fail.

The FHSI service provides new PSTN services comprised of both SIP and traditional PRI services to replace the existing AT&T PRI services. The configuration provides PSTN network redundancy allowing calls to be rerouted in the FHSI network to any County location equipped with a SIP or back-up PRI connection in the event of a failure.

InterDev partnered with Florida High Speed Internet (FHSI) to provide secondary WAN connections at the ten critical locations as well as replacement service for 86 remote locations. These proposed WAN upgrades would eliminate potential issues associated with putting enterprise voice service over the existing broadband and T-1 connections at these sites. The upgrade connections would support both voice and data services which could potentially reduce the County's overall WAN cost. The cost to add these services is approximately \$991,000 over six years. These costs are not included in the cost table below.

The Interdev solution would be completely reliant on the existing LAN. They recommend that all non-PoE switches be replaced; however, they stated that they have equipped the phones for these locations with PoE injectors.

Interdev shows that they will be providing onsite support resourced throughout the implementation and that the ongoing support cost for years two through six includes two full-time onsite technicians. However, it is not completely clear on what services are included in their proposal. If the County elects to move forward with this solution, a clear scope of work which outlines all responsibilities and expectations should be completed prior to entering into any contract.

### ***InterDev – Florida High Speed Internet Hosted Digium Asterisk***

InterDev also provided an alternate Florida High Speed Internet (FHSI) hosted Digium Asterisk solution. They did not provide any information on the solution other than it would utilize the same network as InterDev proposed to support the premise-based Barracuda Phone System.

### ***Verteks – ShoreTel Premise Solution***

Verteks proposed a distributed ShoreTel solution utilizing the County's VMWare infrastructure to support system management, voice mail, unified communications, contact center application, and a virtual telephone switch to support N+1 failover. All supported locations are equipped with ShoreTel server or appliance-based survivable gateways.

With the proposed N+1 design, all telephones will have a secondary server or appliance that they can re-register with should their primary server/appliance fail. In addition, each location could be equipped with outside PSTN service to ensure they had outside access during a WAN outage.

Verteks did include eight 24-port and thirteen 8-port HP PoE switches.

Verteks did not include any WAN or PSTN services with its proposal and assumes that the existing infrastructure will be utilized to support its solution. Thus, they are unable to provide service to 57 locations with approximately 100 telephones. Many of the unsupported locations do not currently have WAN services or have only one or two telephones.

In order to fairly compare this solution's telephone network (PSTN) cost to AT&T, Bright House and Interdev, the following additional costs have been included below.

- Existing AT&T PRI services to support connection to the PSTN network
  - Estimated cost \$960,000 over six years based on current AT&T PRI service

Verteks' stated that they include a turnkey solution in their transmittal letter however in their task breakout provided with their proposal several critical tasks such as the placement of telephones are listed as being the County's responsibility. They have since stated that this was a scrivener's error and provided a corrected task list which is attached at the bottom of this evaluation. If the County elects to move forward with this solution, a clear scope of work which outlines all responsibilities and expectations should be completed prior to entering into any contract.

### Cost

Company	Capital Cost	Annual Maintenance/ Support Cost	Annual Recurring	Six Year Cost
Bright House Alternate B	\$553,250.00	\$0.00	\$295,800.00	\$2,328,050.00
Verteks	\$1,366,328.00	\$80,834.33	\$160,000.00	\$2,811,334.00
Bright House Alternate A	\$553,250.00	\$0.00	\$381,426.00	\$2,841,806.00
Interdev	\$1,013,283.00	\$223,154.67	\$244,800.00	\$3,821,011.00
Bright House Recommended	\$553,250.00	\$0.00	\$644,298.00	\$4,419,038.00
Catapult	\$2,904,360.00	\$193,166.67	\$160,000.00	\$5,023,360.00
Hayes	\$1,983,512.85	\$185,829.19	\$160,000.00	\$5,098,487.00
AT&T	\$591,502.69	\$18,369.93	\$780,734.88	\$5,386,131.55
Interdev Hosted	\$1,048,394.00	\$182,989.00	\$552,000.00	\$5,458,328.00
Hayes Hosted	\$0.00	\$0.00	\$1,245,000.00	\$6,225,000.00

### Response Evaluation Notes

Elert & Associates utilized the criteria that the County outlined in the RFP to complete our evaluation of all proposals. Below is a summary of our findings.

Implementation Schedule	Type of System	Tab	Page	Evaluation Findings
AT&T	Hosted	Specifications	31-46	Provided schedule that is reasonable based on the size and complexity of the project.
Bright House	Hosted Recommended	Tab 1	55-61	Provided schedule that is reasonable based on the size and complexity of the project.
Bright House	Hosted Alternate A	Tab 1	55-61	Provided schedule that is reasonable based on the size and complexity of the project.
Bright House	Hosted Alternate B	Tab 1	55-61	Provided schedule that is reasonable based on the size and complexity of the project.
Catapult	Skype 365	Proposed Product Specifications Compliance	9	Did not provide a useful schedule
Hayes	Avaya	Proposal Products Spec	10 pages after tab	Did not provide a useful schedule.
Hayes	Avaya Hosted	Proposal Products Spec	10 pages after tab	Did not provide a useful schedule.
Interdev	Barracuda	Tab 3	Page 24	Provided schedule that is reasonable based on the size and complexity of the project.
Interdev	Hosted Asterisk			Reference the same schedule as the premise solution.
Verteks	ShoreTel	Tab 4	Page 18	Provided schedule that is reasonable based on the size and complexity of the project.

Quality of Similar Work and Firm Personnel	Type of System	Tab	Page	Evaluation Findings
AT&T	Hosted	Specifications	63-68	References from other state agencies but did not provide any information on the team that would install or support the County.
Bright House	Hosted Recommended	Tab 3 Tab 4	17-21 67-70	Provided references non-government reference with 2500 seats and a school district with 1500 seats. Provided overview of upper management; did not provide any information on the installation or support teams.
Bright House	Hosted Alternate A	Tab 3 Tab 4	17-21 67-70	Provided references non-government reference with 2500 seats and a school district with 1500 seats. Provided overview of upper management; did not provide any information on the installation or support teams.
Bright House	Hosted Alternate B	Tab 3 Tab 4	17-21 67-70	Provided references non-government reference with 2500 seats and a school district with 1500 seats. Provided overview of upper management; did not provide any information on the installation or support teams.
Catapult	Skype 365	Organization Profile Proposed Products Specifications Compliance	starting on page 5 12-13	Provided multiple resumes of management and implementation team. They did not include any information on the number of users for any of the references.
Hayes	Avaya	Organization & Subs	10 pages after tab	Three State of Florida agencies, all appear to have been installed in 2009, no information size or scope. Project team's resumes are strong.
Hayes	Avaya Hosted	Organization & Subs		No information provided regarding hosted solution or installation team.

Quality of Similar Work and Firm Personnel (Continued)	Type of System	Tab	Page	Evaluation Findings
Interdev	Barracuda	Tab 3	6-12 37-40	Two of the references are the Brevard County Sheriff and Property appraiser. Did not include any information on the size of systems installed. Management team has strong resumes; however, other than the project manager, no other information was provided on the project team.
Interdev	Hosted Asterisk			No reference provided on the hosted solution.
Verteks	ShoreTel	Tab 3	All pages	Three references with 1000-1300 telephones. Provided background information on management and project teams.

Service Locations	Type of System	Tab	Page	Evaluation Findings
AT&T	Hosted	Attachment 2	40-43	AT&T is unable to provide service for 71 County locations with approximately 270 telephones.
Bright House	Hosted Recommended	Tab 4	30-33	Bright House provides network services to all County locations.
Bright House	Hosted Alternate A	Tab 4	30-33	This design is reliant on the existing WAN network which as currently configured may not be adequate to support voice services for approximately 73 County locations.
Bright House	Hosted Alternate B	Tab 4	30-33	This design is reliant on the existing WAN network which as currently configured may not be adequate to support voice services for approximately 73 County locations.
Catapult	Skype 365	Proposed Product Specifications Compliance	40-43	Catapult stated that they could support all County locations. However, they would utilize the existing WAN network which as currently configured may not be adequate to support voice services for approximately 73 County locations.
Hayes	Avaya	Proposed Products Spec	6 pages after tab	Hayes stated that they could support all County locations. However, they would utilize the existing WAN network which as currently configured may not be adequate to support voice services for approximately 73 County locations.
Hayes	Avaya Hosted			No information provided on hosted solution or location.
Interdev	Barracuda	Tab 3	After page 14	All County locations are supported. In order to support this, Interdev proposed FLHSI wireless to replace existing WAN and broadband services and to provide new service for locations that currently do not have any service. The cost to add this services is approximately an additional \$991,000 over six years.
Interdev	Hosted Asterisk			All County locations are supported. In order to support this, Interdev proposed FLHSI wireless to replace existing WAN and broadband services and to provide new service for locations that currently do not have any service. All network cost are included the hosted solution.

Service Locations (Continued)	Type of System	Tab	Page	Evaluation Findings
Verteks	ShoreTel	Tab 4	After page 18	Vertex stated that they could support all but 57 County locations or 96 telephones. However, they would utilize the existing WAN network which as currently configured may not be adequate to support all of the locations they accepted.
Voice Communications System Requirements	Type of System	Tab	Page	Evaluation Findings
AT&T	Hosted	Attachment 1	35-39	System supports the required features; however, they are unable to support 71 locations with approximately 270 phones on the proposed hosted solution. They are also reliant on the existing LAN infrastructure.
Bright House	Hosted Recommended	Tab 4	25-28	System supports all of the required features, includes its own WAN and LAN services. System as proposed most closely matches the County's stated requirements.
Bright House	Hosted Alternate A	Tab 4	25-28	System supports all of the required features and includes its own LAN services. This solution would be reliant on the County's existing WAN infrastructure and would most likely not support all locations as currently configured.
Bright House	Hosted Alternate B	Tab 4	25-28	System supports all of the required features. This option is fully reliant on the existing WAN and LAN infrastructure and would most likely not support all locations as currently configured.
Catapult	Skype 365	Proposed Product Specifications Compliance	7	System supports features requested; however, they are fully reliant on the existing WAN LAN and PSTN networks.
Hayes	Avaya	Proposed Products Spec	2 pages after tab	System supports required features. however, they are fully reliant on the existing WAN LAN and PSTN networks.
Hayes	Avaya Hosted			No information provided on solution.

Voice Communications System Requirements (Continued)	Type of System	Tab	Page	Evaluation Findings
Interdev	Barracuda	Tab 3	After page 13	System supports features required. Additional WAN services would be required to support all locations at an additional cost.
Interdev	Hosted Asterisk			System supports most of required features.
Verteks	ShoreTel	Tab 4	After page 17	System support required features they are fully reliant on the existing WAN LAN and PSTN networks.

Robustness of Design/Manageability	Type of System	Tab	Page	Evaluation Findings
AT&T	Hosted	Specifications	46-58	<p>System design is very robust. The critical sites have dual WAN connections, and survivable gateways equipped with PRI or Centrex lines in case network connections are lost. In addition, medium sized locations have survivable gateways that could support trunks if full survivability is needed in the future. The only potential issues is the use of the Internet connections to provide SIP connections. The County may want to look at other AT&amp;T offered direct connections to the HVS cloud.</p>
Bright House	Hosted Recommended	Tab 4	34-48	<p>System design is very robust. Geo redundant core on Bright House core fiber network ring with dual connections as required at all critical locations. This design also provides a separated voice only data connection in the majority of all other County locations. Bright House did not provide survivable gateways at any location; therefore, should both connections at the critical sites or the single connection at any of the non-critical sites get cut, phone services could potentially be lost until service is restored.</p>
Bright House	Hosted Alternate A	Tab 4	34-48	<p>System design as proposed is not as robust as their recommended solution. It still provides Geo redundant core on Bright House core fiber network ring. However, it only provides a single connection into the seven critical locations and utilizes the existing WAN network to deliver voice to all other locations. Bright House did not provide survivable gateways at any location; therefore, should the connection any sites get cut, phone services could potentially be lost until service is restored.</p>

Robustness of Design/Manageability(Continued)	Type of System	Tab	Page	Evaluation Findings
Bright House	Hosted Alternate B	Tab 4	34-48	System design as proposed is not as robust as their recommended solution. It still provides Geo redundant core on Bright House core fiber network ring. However, it only provides a single connection into the seven critical locations and utilizes the existing WAN network to deliver voice to all other locations. Bright House did not provide survivable gateways at any location; therefore, should the connection any sites get cut, phone services could potentially be lost until service is restored.
Catapult	Skype 365	Proposed Product Specifications Compliance	10-11	The system architecture is very robust; however, it is fully dependent on the existing data network which has may locations services with DSL and questionable network connections. The County would need to provide second WAN connection for critical locations.
Hayes	Avaya	Proposed Products Spec	24 pages after tab	Although the system is very capable, they did not provide any specific information on how the system would be designed or configured to meet the County' requirements. The County would need to provide second WAN connection for critical locations.
Hayes	Avaya Hosted			Did not provide any information on the hosted solution.
Interdev	Barracuda	Tab 3	15-23 27-33	Do not have enough information on the overall Barracuda system design to determine its capabilities regarding failover and survivability. They included a second WAN connection for critical locations plus new PRI and WAN services to support remote locations. The network services provide a very high level of redundancy with no single point of failure for the critical locations.

Robustness of Design/Manageability(Continued)	Type of System	Tab	Page	Evaluation Findings
Interdev	Hosted Asterisk			<p>Did not provide any information on the hosted solution.</p> <p>System design is very robust for the locations that are supported. Utilizes stand alone and County-provided VMware servers to support call control and applications. Also appears to provide survivable gateways at most County locations. System would be fully dependent on existing WAN and LAN. The County would need to provide additional WAN connections to fully meet the dual network design requested. Would also need to address the issues with those locations utilizing broadband DSL and cable connections.</p>
Verteks	ShoreTel	Tab 4	Page 29	

## Vendor Exceptions and Follow-up Questions & Clarifications

<b>AT&amp;T</b>
<b>Exceptions</b>
County is responsible for all database collection.
County to provide LAN equipment. The existing LAN network would be utilized to support both voice and data.
AT&T appears to have provided UPS for the SBC and Gateways only.
The AT&T solution would utilize the existing WAN and AT&T proposed upgrades to support voice and data for all non-critical locations.
<b>Questions and Clarifications</b>
Provide Bill of Materials for all components to be installed on premise.
Who is responsible for the data network configuration?
Did you include a network assessment?
Provide a detailed explanation of all implementation services to be provided. Such as shipping, receiving and inventory of new equipment, database collection, hardware installation, telephone installation, training, porting orders and coordination.
What is the recommendation for supporting the 270 telephones that your proposal does not support? How would these locations be integrated into a common dial plan if they utilize the State of FL Centrex service?
Does your proposal include UPS systems for all POE switches, routers, firewalls, and servers?
<b>Bright House</b>
<b>Exceptions</b>
Alternates A and B do not include dual WAN connections for critical locations.
Alternates A and B Utilize existing WAN to provide services to all locations.
Alternate B does not include LAN equipment or UPS systems.
<b>Questions and Clarifications</b>
Provide a detailed Bill of Material for all software and hardware provided.
Does your recommended solution include UPS systems for all POE switches, routers, firewalls, and servers?
Provide a detailed explanation of all implementation services to be provided. Such as shipping, receiving and inventory of new equipment, database collection, hardware installation, telephone installation, training, porting orders and coordination.
Please clarify if the onsite training includes 30 full days of training or 30 individual classes.
Does your proposal for Alternates A and B include any network assessment or configurations review?
Does your proposal include UPS systems for all POE switches, routers, firewalls, and servers?

<b>Catapult</b>
<b>Exceptions</b>
Did not include any LAN or WAN equipment or services and would be fully reliant on the County's current Network Infrastructure.
Stated that additional discounts might be available to the County depending on the County's existing Microsoft Software Agreements.
<b>Questions and Clarifications</b>
Provide a detailed explanation on the Implementation services to be provided for the cost of \$1,000,000. Such as shipping, receiving and inventory of new equipment, database collection, hardware installation, telephone installation, training, porting orders and coordination.
Provide a detailed Bill of Material for all software and hardware provided.
How do you intend to support the locations that do not have WAN services or are currently utilizing broadband connections?
Who is responsible for configuration of the LAN/WAN?
We are unable to read your network drawing. Please provide a larger view with information on the exact location of all core components and gateways.
Does your proposal include UPS systems for all POE switches, routers, firewalls, and servers?
<b>Hayes</b>
<b>Exceptions</b>
Did not include any LAN or WAN equipment or services and would be fully reliant on the County's current Network Infrastructure.
Stated that the proposal is based on the assumption that the Data Network will be prepared and able to receive VoIP.
<b>Questions and Clarifications</b>
Provide a detailed Bill of Material for all software and hardware provided.
Provide an overview of the proposed Premise system design along with a network drawing showing where the core components and gateways will be located in the County.
Provide an overview of the proposed Hosted system design along with a network drawing showing where the core components and gateways will be located in the County.
How do you intend to support the locations that do not have WAN services or are currently utilizing broadband connections?
<b>Interdev</b>
<b>Exceptions</b>
Did not include UPS systems to support POE switches, routers, firewalls, and servers supporting voice communications. They did provide 299 small UPS systems but it is unclear where they would be utilized.
LAN upgrade and changes are not included. Will provide on a time and material basis.

<b>Interdev (cont.)</b>
<b>Questions and Clarifications</b>
Provide detail information on your Barracuda solution design including failover and redundancy. Provide detail on what happens when there is hardware failure with a 470b or 670b.
Where are voice messages stored?
Did you include UPS systems to support all POE switches, routers, firewalls, and servers supporting voice communications?
Are we correct in our understanding that your support pricing includes two full time onsite technicians through year 6?
<b>Verteks</b>
<b>Exceptions</b>
Did not include any WAN services and would be fully reliant on the County's current Network Infrastructure.
County responsible for all network connections needed to support VoIP.
<b>Questions and Clarifications</b>
How would you support the locations that have DSL and Broadband service?
What locations will the proposed POE switches be installed?
On Attachment A, you state that Battery backup is provided for POE switches, routers, firewalls and servers supporting voice communication system; however, it appears that you only provided UPS to support the Shoregear switches on the Bill of Materials provided under tab 6. Please provide clarification on the purpose of the UPS systems that you have included.

## Task List by Party

TASK	VERTEKS	BREVARD COUNTY
<b><i>Voice Communications System Analysis and Ordering</i></b>		
<i>ShoreTel Software &amp; Hardware</i>		
Receipt of Purchase Order into Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule Delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ship Hardware and Software (ShoreTel)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive Hardware and Software	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order Telephones (if separate from ShoreTel PO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliver Telephones (if separate from ShoreTel PO)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Telco</i>		
Call Flow Design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Inventory and determine trunk requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Order Circuits (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b><i>Environmental and Infrastructure Analysis and Upgrade</i></b>		
<i>Power</i>		
Assess Power Requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order Power and Grounding Upgrades (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Purchase UPS for ShoreWare Server	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchase UPS for ShoreGear switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Purchase UPS for PoE switch for IP Phones (if necessary)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Racks</i>		
Assess the need for rack space for the ShoreGear Switches at each site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Order Racks (if necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Cabling</i>		
Assess cabling needs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Order cabling & equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Ventilation</i>		
Assess Ventilation requirements for the ShoreGear Switches	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Order Ventilation upgrades (in necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>IP Network</i>		
Assess Local Area Network needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order LAN equipment (if needed)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TASK	VERTEKS	BREVARD COUNTY
Assess Wide Area Network needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order WAN equipment (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Miscellaneous</i>		
Assess Overhead Paging needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order Overhead Paging equipment (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Assess Music on Hold needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order MOH equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>ShoreWare Server</i>		
Assess the need to purchase a Sever	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Order ShoreWare Server	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>ShoreWare Clients</i>		
Assess the desktop PC's (do they meet Communicator requirements?)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Order desktop PC upgrades (if necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Resource Scheduling and Tracking</b>		
<i>Power</i>		
UPS installed for server	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UPS installed for switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
UPS installed for PoE switch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power installation complete	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Racks</i>		
Install Racks (if necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Cabling</i>		
Install Patch Panels or cross connect blocks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install Switch to MDF Patch Panel Cables	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install Station Cable	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install ShoreGear Ethernet Cables	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule cable vender for station cutover	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Ventilation</i>		
Update Ventilation (if necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>IP Network</i>		
Install LAN equipment (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install WAN equipment (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>Miscellaneous</i>		
Install Overhead Paging equipment (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install Music on Hold equipment (if needed)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install desktop PC upgrades (if necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

TASK	VERTEKS	BREVARD COUNTY
<i>Training</i>		
Schedule System Admin Training	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule End User / Operator Training	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>System Load and Configuration</b>		
<i>IP Network</i>		
Assign IP Addresses for ShoreGear switches and ShoreWare server	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Telco</i>		
Circuits Delivered and Tested by Telco	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schedule Telco vender for Trunk cutover and support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>ShoreWare Server</i>		
Configure server (Windows 2003 & Service Pack 2)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Load ShoreTel software	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>ShoreWare Clients</i>		
Install desktop PC upgrades (if necessary)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install Communicator software on desktop PC's	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<i>ShoreTel Installation</i>		
Rack Mount ShoreGear Switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Configure IP addresses to ShoreGear Switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deploy Telephones to Users	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connect New Telco Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Configure ShoreTel System</i>		
Define ShoreGear Switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Configure Trunk Groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Add Users	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Configure Auto-Attendants	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Record and import Auto-Attendant greetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Configure Workgroups	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review Configuration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Training</i>		
Complete System Admin Training	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule End User / Operator Training	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Installation Readiness Review</b>		
<i>Environment and Infrastructure</i>		
Power	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Racks	<input checked="" type="checkbox"/>	<input type="checkbox"/>

TASK	VERTEKS	BREVARD COUNTY
Cabling	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ventilation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IP Network	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Miscellaneous	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Overhead Paging	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Music on Hold	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Voice Communications System</i>		
ShoreWare Server	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ShoreWare Clients	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Training</i>		
Complete End User / Operator training	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Cut-Over</b>		
<i>System Cutover</i>		
Test Telco circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cutover Telco circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test Call Flow	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test Critical System Features (Workgroups, Menus, Intersite calls, Paging, MoH)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cutover stations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Test Stations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>First Day Live</i>		
Monitor System to identify any configuration issues	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist users & Operator with any questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transition Administration and Support to Customer Help Desk	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide additional End User / Operator Training (if necessary)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Project Review</i>		
Documentation Delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transition to Service / Maintenance Agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>





STATEMENT OF WORK

Sub-Rider D7 Statement of Work
AT&T Equipment Resale and Related Services Pricing Schedule

MA Reference No.: 110834UA
Pricing Schedule No. 20140627-8709
CPR: 16332807

Table with 3 columns: CUSTOMER Legal Name ("Customer"), AT&T Corp. ("AT&T"), and AT&T Branch Sales Contact Name. Rows include Board of County Commissioners, Brevard County, FL; CUSTOMER Address; CUSTOMER Contact; and AT&T Branch Sales Contact Information.

This Statement of Work ("SOW") constitutes a Quote until executed by Customer, at which time it will be considered an Order. The Quote expires sixty (90) days after the Date of Submission.

AT&T Global Services is an affiliate of AT&T Corp and is authorized to execute this SOW.

AGREED:

AGREED:

CUSTOMER:

AT&T Global Services

By: (Authorized Agent or Representative)

By: (Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

Sub-Rider D7 – Statement of Work

Installation Site Address: 2725 Judge Fran Jamison Way, Viera, FL

Date of Submission: 04/26/16

Purchase Order Number: \_\_\_\_\_

**SELECTION OF EQUIPMENT SERVICE PLAN:**

AT&T Voice Maintenance Solutions: Dedicated Technician & Truck

Initial Term: 12 Months From: 7/1/16 To: 6/30/17 Total Price: \$129,648.28

Service Plan Payment Terms (default is annual):  **Monthly**

**TERMINATION PRICING ADJUSTMENTS:** Customer can terminate this maintenance contract with 60 day written notice to AT&T and incur no early termination fees.

**PASS Basic Entitlement:**

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

**Equipment Excluded from Maintenance Agreement:**

All parts replacement is excluded from contract and will be billable.

**Special Terms:**

- AT&T will provide Dedicated Technician(s), as stated in the above referenced Order, to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Maintenance and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.
- Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 8:00 A.M. and 5:00 PM, Monday through Friday excluding holidays observed by AT&T.
- AT&T will insure Technician has 5 years' experience with the Customer's data network, trained and qualified to make repairs to Avaya and Cisco systems and Cisco CCNA qualified.
- Work outside of the normal schedule hours will be performed by AT&T and billed to Customer at AT&T then current rates for labor and materials.
- The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter. This special term shall not apply should AT&T terminate an employee through a force reduction and/or involuntary separation.