



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH GRANITE TELECOMMUNICATIONS,
LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Granite Telecommunications, LLC in connection with Oklahoma Statewide Contract No. 1014 (“Solicitation”) and is effective November 26, 2018.

Recitals

Whereas, the State issued a Solicitation for proposals to provide telecommunication products and services for Oklahoma state entities and affiliates, as more particularly described in the Solicitation;

Whereas, Granite Telecommunications, LLC (“Granite”) submitted a proposal which contained various other Contract Documents; and

Whereas, the State and Granite have negotiated the final terms under which Granite will perform the Services under the Contract.

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

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Granite Telecommunications, LLC as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. hosting terms as contained in Attachment A to this Addendum titled, “Hosting Agreement”;

- ii. revisions to the acceptable use policy initially proposed by Granite as contained in Attachment B to this Addendum titled, "Privacy, Moderation of Use, and Acceptable Use Policy";
- iii. revisions to the Letter of Agency initially proposed by Granite as contained in Attachment C to this Addendum titled, "Commercial Account Form and Letter of Agency";
- iv. certain additional terms to the Solicitation as contained in Attachment D to this Addendum titled, "Negotiated Additional Terms to the Solicitation";
- v. revisions to the master service agreement initially proposed by Granite as contained in Attachment E to this Addendum titled, "Master Service Agreement";
- vi. revisions to the POTS services schedule A initially proposed by Granite as contained in Exhibit A to Attachment E to this Addendum titled, "Service Schedule A POTS Services";
- vii. revisions to the broadband service schedule B initially proposed by Granite as contained in Exhibit B to Attachment E to this Addendum titled, "Service Schedule B Broadband Services";
- viii. revisions to the access services schedule C initially proposed by Granite as contained in Exhibit C to Attachment E to this Addendum titled, "Service Schedule C Access Services";
- ix. revisions to the VoIP services schedule D initially proposed by Granite as contained in Exhibit D to Attachment E to this Addendum titled, "Service Schedule D VoIP Services";
- x. revisions to the access services off-net services SLA initially proposed by Granite as contained in Exhibit E to Attachment E to this Addendum titled, "Access Services (Off-net Services) Service Level Agreement";
- xi. revisions to the access services on-net services SLA initially proposed by Granite as contained in Exhibit F to Attachment E to this Addendum titled, "Access Services (On-net Services) Service Level Agreement";
- xii. revisions to the VoIP services SLA initially proposed by Granite as contained in Exhibit G to Attachment E to this Addendum titled, "VoIP Service Level Agreement"; and
- xiii. revisions to the broadband services SLA initially proposed by Granite as contained in Exhibit H to Attachment E to this Addendum titled, "Broadband Services Service Level Agreement."

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

3. **Interpretation.**

3.1. In the event of any inconsistencies between the documents comprising the Contract to Granite, and only to the extent of such inconsistencies, the interpretation of the Contract shall be controlled by the following order of precedence:

- i. Addendum 1 and attachments therein;
- ii. The Solicitation;
- iii. Other contract award documents, including but not limited to the Purchase Order, required certification statements, change orders, license, and other similar agreements; and
- iv. The successful bid.

If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

4. Except for acquisition subject to E-Rate and OUPS Participation, the Supplier agrees to pay an administrative fee in the sum of 1.0% of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Supplier to the Oklahoma Office of Management and Enterprise Services within thirty (30) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements." The Supplier shall list this Contract number and identify the reporting year and quarter (for example, ITSW1014 4th Qtr. 2014) on the check stub of each administrative fee paid hereunder.
5. Granite affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State, any agency, or Customer to execute additional documents not listed above in connection with this Contract.

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

By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 11/26/18

Granite Telecommunications, LLC

By: 

Name: Rand Currier

Title: Chief Operating Officer

Date: 11/26/18

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

HOSTING AGREEMENT

This Hosting Agreement ("Hosting Agreement") is a Contract Document in connection with the Contract issued as a result of Oklahoma Statewide Contract No. 1014 (the "Contract") and entered into between Granite Telecommunications, LLC ("Vendor") and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State" or "Customer"), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. "Customer Data" shall mean all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. "Data Breach" shall mean the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- c. "Non-Public Data" shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. "Personal Data" shall mean Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

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

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice

and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

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

IV. Security Assessment

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

minimum security standards during the term of the contract, including renewals, constitutes a material breach.

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

V. Security Incident or Data Breach Notification: Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.
- d. If Vendor has reasonable belief or actual knowledge of a Data Breach, Vendor shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

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

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

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

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

And

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

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

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

IX. Indemnity

- a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of

the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Privacy, Moderation of Use, and Acceptable Use Policy (Acceptable Use Policy) is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties. In the event of a conflict between this Policy and Attachment A Hosting Agreement, the Hosting Agreement in Attachment A will govern.

PRIVACY, MODERATION OF USE AND ACCEPTABLE USE POLICIES

1. Privacy Policy.

1.1 Privacy. Granite is committed to respecting each Customer's privacy. Once Customer chooses to provide personally identifiable information, if any, it will only be used in the context of Customer's business relationship with Granite.

1.2 Personally Identifiable Information. The types of personally identifiable information collected include, but are not limited to, name, username, contact and billing information and/or transaction and credit card information. Data collected online may also be combined with information provided during ownership registration of Granite products and services. In order to tailor subsequent communications and continuously improve products and services, Granite may ask Customer to voluntarily provide information regarding Customer's business interests, demographics, product experience and contact information. Granite strives to keep Customer's personally identifiable information accurate. Every effort is made to provide Customer with online access to Customer's registration data so that Customer may update or correct Customer's information at any time. Granite is committed to ensuring the security of Customer's information. To prevent unauthorized access, maintain data accuracy and ensure the appropriate use of such information, appropriate procedures are in place to safeguard and secure the information collected. Granite uses encryption when collecting or transferring sensitive data such as credit card information.

1.3 Use of Information. Granite will not sell, rent, or lease Customer's personally identifiable information to others. Unless required by applicable law, Granite will only share Customer's personally identifiable information with business partners who are acting on Granite's behalf to complete Services requested by Customer. Such business partners are governed by Granite's privacy policy with respect to the use of this personally identifiable information. Unless required by applicable law, should a person or entity not governed by Granite's privacy policy require Customer's personally identifiable information, Customer's permission will be obtained before releasing any personally identifiable information. If Customer chooses to share such personally identifiable information, the use of that personally identifiable information will be governed by such person or entity's respective privacy policy. Granite uses Customer's information to better understand Customer's needs and continuously improve the level of service provided. Specifically, Customer's information is used to help complete a transaction, to communicate back to Customer, to update Customer on services and benefits, and to personalize Granite's website.

1.4 Storage of Information. As part of Services, Granite may store and process Customer's personal information, including but not limited to data, texts and/or voicemails in encrypted form at location(s) in the United States. This information will be stored at a secure location(s) with limited access by designated employees; it will be password protected; it will not be provided to third parties without your consent; it will be deleted at your request; and it will be provided to law enforcement officials if required in accordance with the laws of the United States. Customer's personal information will be protected to the same degree as required by Canadian law, if applicable. Customer agrees to the storage and processing of its data in the United States.

2. **Moderation of Use Policy.** The use of any Services that cause a disruption in the network integrity of Granite's and/or its Providers' networks and systems, whether directly or indirectly, is strictly prohibited. This may include, but is not limited to, IRC servers, adult-content servers, bots, webpages hosted on any Granite servers (if applicable), servers connected to a Granite provided circuit or shared networks.

3. **Acceptable Use Policy ("AUP").** Customer agrees that it shall not use Services in any illegal, fraudulent, , and/or unauthorized manner, including, but not limited to (provided, the following is not exhaustive and is provided solely as guidance to Customer), the following: Customer shall (a) comply with all applicable laws, regulations and rulings regarding the use of Services; (b) comply with the Contract Document stemming from Statewide 1014 between Granite and The State of Oklahoma, including all appendices, schedules, attachments, and exhibits ("Contract") ; (c) not infringe on the intellectual property rights of any person or entity; (d) not violate the privacy of others; and/or (e) not otherwise violate this AUP.

4. **Remedies; Risk of Loss.**

4.1 **Notice.** Granite vigorously pursues all instances of abuse. If Customer feels it has been attacked or spammed, please notify Granite and appropriate action can be taken.

**Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Letter of Agency is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.



Commercial Account Form and Letter of Agency - POTS

Sales Rep.: _____
Date: _____
Customer Name: _____
Contact Name: _____
Phone No.: _____ - _____ - _____
Corporate Address:
Street _____
City _____ State _____ Zip _____
Billing Address (if different from above):
Street _____
City _____ State _____ Zip _____
Main Telephone Number: _____ - _____ - _____

- ☐ If using Granite's services for multiple locations, attach list of phone numbers and locations.

Customer chooses Granite for:

- ☐ **LOCAL PLAN**
0%-50% discount from tariff rates for local access charges, certain local features, local usage and certain one-time charges.*
- ☐ **REGIONAL / INTRALATA**
- ☐ **NATIONAL PLAN**
\$0.019/minute state to state long distance.
- ☐ **VOICEMAIL**
- ☐ **TOLL FREE / 800 SERVICES**
(attach Responsible Organization Change Authorization form)

Features or Special Instructions ("As Is" or specify):

Letter of Agency

By signing below, the Customer agrees as follows:

1. For each of the telephone numbers listed, and for each of the service types designated, the undersigned, on behalf of Customer, warrants that he / she is authorized to change communications providers for Customer, and that by signing below, Customer selects Granite Telecommunications, LLC (Granite) as its communications provider.
2. Customer appoints Granite to affect the changes described here and to authorize Granite to handle all arrangements necessary to order, change and/or maintain Customer's communications services.
3. This agency will remain in effect until terminated by the Customer.

Authorized Signature _____ Date _____
Printed Name _____ Title _____

**Up to 50% discount available in AT&T (formerly SBC and BellSouth) service territories, up to 30% discount available in Qwest service territory, and up to 20% discount available in Verizon, Frontier, and FairPoint service territories. There will be no discount, and a rebill fee will apply, on services that are not on Granite's wholesale platform.*

**Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

Negotiated Additional Terms to the Solicitation

The Solicitation is hereby amended as set forth below.

Solicitation, Section B Special Provisions, Subsection B.2.3. is hereby added:

Per Solicitation, Section B Special Provisions, Subsection B.2.1, the State approves Supplier's use of the following as a subcontractor(s) under this Contract: Alltel, AT&T (SBC), CenturyLink, Cox, Dish, Earthlink, GTT, Nitel, SuddenLink, Time Warner, Verizon and Windstream. Without waiving the order of precedence herein, the state accepts the terms and conditions of these approved subcontractors to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State or authorized users as set forth in the Solicitation.

**Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Master Service Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (Agreement) is entered into by and between Granite Telecommunications, LLC, a Delaware limited liability company, with its principal place of business at 100 Newport Avenue Ext., Quincy, MA 02171 ("**Granite**") and The State of Oklahoma by and through the Office of Management and Enterprise Services (the "**State**"), and is a Contract Document stemming from Statewide 1014 ("**Contract**") between Granite and the State. Customer shall mean any State Entity or Affiliate ("**Customer**"). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Contract.

RECITALS

WHEREAS, Granite provides telecommunications and data services, including local exchange telecommunications services through electronic bonding with incumbent underlying carriers using commercial wholesale platforms and other Providers;

WHEREAS, Customer wishes to obtain Services from Granite; and

WHEREAS, the Parties wish to set forth the terms and conditions under which Customer may, from time to time, order Services from Granite.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions; Interpretations.

1.1 **Definitions.** Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in this Agreement include the plural as well as the singular.

1.2 **Attachments.** The following Attachments are attached hereto and incorporated herein:

- (a) Attachment A - Definitions
- (b) Attachment B - Escalation Procedures
- (c) Attachment C - Commercial Account Form and Letter of Agency (Multi-Services) ("**LOA**")

1.3 **Service Schedules.** The following Service Schedule(s) are attached hereto and incorporated herein:

- (a) Service Schedule A POTS Services: Attachment E, Exhibit A;
- (b) Service Schedule B Broadband Services: Attachment E, Exhibit B;
- (c) Service Schedule C Access Services: Attachment E, Exhibit C; and
- (d) Service Schedule D VoIP Services: Attachment E, Exhibit F.

2. Agreement to Provide Services.

2.1 **Services.** Subject to the terms and conditions of this Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with the applicable Service Schedule(s) attached hereto or otherwise agreed to by the Parties or Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with this Agreement. Granite shall be responsible for the performance of all of its obligations under this Agreement, including those that it performs through Providers and other subcontractors as set forth in Attachment D to the Addendum. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in this Agreement. Customer shall be financially responsible for any Authorized User's purchase of Services. Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users and may not be resold. Notwithstanding the foregoing, this shall not prevent other State entities and Affiliates to order Services off of this Agreement. Except as otherwise set forth in the Hosting Agreement, Attachment A to the Addendum, Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. All Services are for Customer's own commercial use only and are not for resale.

2.2 **Minimum Commitment.** Except as otherwise provided for in this Agreement nothing in this Agreement shall be construed as obligating Customer to order any particular minimum volume of Services.

2.4 **Customer Authorization.** Customer hereby (a) engages Granite to provide Services as set forth in the Service Schedule(s), Service Order Document(s) or as Customer may order from time to time. To subscribe to Services, Customer must have executed an LOA for such Services in the form attached hereto or as otherwise approved by Granite in its sole discretion.

2.5 Equipment.

(a) Customer shall procure and make available to Granite, at Customer's locations where Services are provided, at Customer's sole cost and expense, adequate space, continuous electrical service (AC power) to CPE and HVAC for CPE. Unless Customer engages Granite to provide specific additional services, Customer shall be solely and exclusively responsible for all CPE maintenance, configuration, management and/or support and Granite will have no obligation to install, maintain, or repair CPE.

(b) For CPE provided by Granite to Customer, and for which Granite has waived or discounted all or a portion of the cost of such CPE, upon the early termination of the specific Services or this Agreement, if requested by Granite, Customer shall return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE.

2.6 Provisioning of Services.

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right, with advanced, agreed upon notice, to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by delay or failure entirely due to Customer (including, but not limited to, for the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(b) Granite may reject any order for Services that is not in accordance with the provisions of this Agreement.

(c) Except as otherwise caused by Granite's own acts or omissions, Granite is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Granite is not responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not communicated to Granite.

(d) Should a new order be placed for a Service, a Provider may find it necessary to migrate services from Customer's former service provider in order to complete Customer's installation. This may occur without warning during the course of Customer's order. Customer is ultimately responsible for identifying this prior to initial order placement as well as handling any outstanding contractual obligations with Customer's former service provider.

(e) An individual, who is authorized and has the capacity to act on behalf of the Customer, must be present to grant access so that the technician can complete his/her work. In the event that the appointment date and time was agreed upon in writing between Granite and Customer and no such individual is present at the scheduled time of the technician visit, and reasonable notification was not provided there may be a missed appointment fee.

(f) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third party vendor.

(h) Any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

2.7 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Maintenance is typically performed between the hours of 12:00am – 6:00am local time. In the event a Provider provides Granite with notice of scheduled maintenance at a different time, Granite shall promptly notify Customer. Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with prior notice to Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

2.8 Modifications to Services: Service Moves.

(a) Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.9 Service Level Agreements. SLAs for Services are attached hereto.

2.10 Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Customer shall be responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third party except to the extent that damages are caused by Granite and/or its Providers. In the event Granite discovers fraud, abuse and/or unauthorized use of Service(s) as set forth in the Acceptable Use Policy, Attachment XX, nothing contained herein shall prohibit Granite from taking any immediate action that Granite deems to be reasonably necessary to prevent such fraud, abuse and/or unauthorized use of Service(s) from taking place including, without limitation, blocking or terminating Service(s), provided that Granite shall not be required under any circumstances to take such action. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such termination of Services.

2.11 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Agreement, the use of Services and the loan of such IP addresses that such assignments and allocations shall terminate and the IP addresses shall be returned to Granite when this Agreement and/or any applicable Exhibit or Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization.

3. Rates and Charges; Billing and Payment.

3.1 Rates and Charges.

(a) Rates and Charges for Services are as set forth in the applicable Service Schedule, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services. Except as otherwise provided for in this Agreement the Rates and Charges for Services are the Rates and Charges applicable as of the effective date of such specific Services.

3.2 Billing; Payment.

(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer for the Rates and Charges applicable to Services and other related charges, including, without limitation, Billing will commence on the Service Start Date of each specific Service. Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of the Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly for all monthly recurring charges for Services to be provided during the previous month, and shall invoice all other charges, including but not limited to, non-recurring charges and usage charges, if any, in arrears. All payments received by Granite will be applied to the oldest unpaid invoice in relation to Customer's account. Payments will be due upon receipt of Customer's invoice. Beginning forty-five (45) days following the date of Granite's invoice. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services continuously regardless of whether or not Customer is utilizing such Services because Granite and/or its Provider(s) continue to maintain Customer's connection, reserve IP space, accept mail and/or keep files Customer has saved in Customer's account on Granite's servers (if applicable).

3.3 Billing Disputes. Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute, and, if Customer has already paid such charge, may seek a refund of such payment ("Billing Dispute Notification"). All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Waiver of a claim under this section does not waive any causes of action afforded to the State in a court of competent jurisdiction.

3.4 Taxes and Other Charges.

Certain other rates, charges, surcharges and/or fees may apply, as provided for by tariff, the FCC, other governmental entities, applicable law or other regulation or requirements. Except as otherwise set forth by applicable law, Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and regulatory fees and programs including, but not limited to, 911 access, universal service programs, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a

separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges.

4. Term and Termination.

4.1 Termination.

(a) The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

(b) The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Affiliate may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

(c) If this Contract or certain obligations hereunder are terminated, the State, State Entity, or Affiliate, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

(d) The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Affiliate may terminate its obligations to Supplier upon a determination by the proper authority for such Affiliate that termination is in the Affiliate's best interest and notice of termination by such Affiliate shall be provided in accordance with the foregoing requirements set forth in this subsection.

(e) If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Affiliate, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

(f) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing. All disconnection requests will be processed on the date the request is received. This applies to both total account and specific Service terminations. Returning hardware at the completion of the Service Term, or cessation of payment or use of Services does not constitute notification of cancellation. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice.

(g) If Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement, as well as any pertinent outstanding charges from Customer's former account.

4.2 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP.

4.3 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of this Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

4.4 Service Terms. Unless otherwise provided for in the Agreement all Services shall have a Service Term of month to month.

5. Insurance.

5.1 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the award of the Contract and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in this Agreement.

6. Indemnification.

6.1 Granite shall indemnify and hold harmless the State of Oklahoma and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES that a court finally awards or that are included in a settlement approved in writing by Granite arising out of, or resulting from any acts or omissions of Granite or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY GRANITE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN OKLAHOMA STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANITE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANITE AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

6.2 Limitations. Granite shall not be liable for any and all Damages arising out of, relating to or resulting from (a) the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander and/or invasion of privacy and/or (b) allegations that Customer has infringed the intellectual property rights of any person or entity and such allegations are not a result of Customer's use of products and or services provided by Granite pursuant to the Contract.

6.3 Procedures. The State: (a) must notify Granite in writing promptly upon learning of any claim, suit or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the Granite is prejudiced thereby; and (b) shall reasonably cooperate with the defense, at Granite's expense.

7. Limitation of Liability; Warranties.

7.1 EXCLUSIONS.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) ANY ACT OR OMISSION OF CUSTOMER THAT IS THE SOLE CAUSE OF THE LOSS, DAMAGE, OR CLAIM; or (II) INTEROPERABILITY, INTERACTION OR

INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS NOT PROVIDED BY GRANITE PURSUANT TO THIS CONTRACT.

(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THIS AGREEMENT SHALL BE AS SET FORTH BELOW:

(C) FOR DAMAGES NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO THE LESSER OF (I) \$1,000,000 OR (II) THE ACTUAL BILLINGS FOR SERVICES UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE EXCEPT AS SET FORTH IN THIS CONTRACT OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE UNDER THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, THE FOREGOING PROVISIONS OF THE SECTION SHALL NOT APPLY TO OR LIMIT DAMAGES, EXPENSES, COSTS, ACTIONS, CLAIMS AND LIABILITIES ARISING FROM OR RELATED TO PROPERTY DAMAGE, BODILY INJURY OR DEATH CAUSED BY GRANITE; THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS CONTRACT; GRANITE'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS CONTRACT; DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN THE CONTRACT; THE BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GRANITE OR ITS EMPLOYEES AGENTS AND SUBCONTRACTORS; OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY.

7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT, GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, OR UNINTERRUPTED; (IV) THAT SERVICES ARE FREE FROM DEFECTS. GRANITE SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES.

(c) Granite is not ultimately responsible for the quality and/or performance of Customer owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, personal computer and/or any modifications Customer makes to any equipment supplied through Granite except as otherwise approved by Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer, specifically Granite

shall use commercially reasonable efforts to resolve any issues the Customer experiences to its systems as a result of the Service. Except for goods and services provided by Granite pursuant to the Contract, any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite products or services.

7.5 Third Parties. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of/by the other Party to this Agreement with respect to such arrangements, except as consented to in writing by the other Party. This Agreement does not expressly or implicitly provide any third party with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that this Agreement shall not create any right or cause of action in or on behalf of any person or entity other than State and/or Customer or Granite.

7.6 Other Matters. For purposes of all remedies and limitations of liability set forth in this Agreement: (a) "Granite" and references to it as a "Party" means Granite and its and their employees, directors, officers, agents, representatives, subcontractors, Providers and suppliers and (b) "Customer" and references to it as a "Party", means Customer and their respective employees, directors, officers, agents, and representatives.

8. Force Majeure. Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Granite cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or another other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Granite's systems or any of Granite's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Granite's systems; or (b) the delay or failure of Granite or subcontractor personnel to perform any obligation of Granite hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Granite's confidentiality, indemnification, or data security and breach notification obligations set forth herein.

9. Notice. Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite: Granite Telecommunications, LLC
100 Newport Avenue Ext.
Quincy, MA 02171
Attention: Legal Department

If to State: Office of Management and Enterprise Services, Information Services Division
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

If to Customer: Address set forth in purchase order, or as otherwise provided by Customer

Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via fax or email, in accordance with Granite's policies and procedures as communicated to Customer from time to time.

10. Independent Contractor; Work on Customer Premises.

10.1 Granite's Employees.

(a) Granite's employees, and approved subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

(b) Granite shall require its employees to satisfy a commercially reasonable background investigation, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification and/or criminal record searches. Granite understands that Customer may require a more thorough background check as required by law or regulation and that Granite must comply before the provision of any services.

11. Confidentiality and Proprietary Information.

11.1 **Confidentiality.** By virtue of the Agreement, Client may be exposed to or be provided with certain confidential and proprietary information of Granite. Granite shall clearly mark any such information as confidential. ("Confidential Information"). Client is a state agency and subject to the Oklahoma Open Records Act and Granite acknowledges information marked Confidential Information will be disclosed to the extent permitted under Client's Open Records Act and in accordance with this section. Client agrees to use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Client will not use Granite's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement.

Exceptions. Information shall not be considered Confidential Information to the extent such information (a) independently developed by the Customer without reference to such information; (b) is generally known to the public not through disclosure by the Customer; (c) was received from a third party, who lawfully obtained said information, without any obligation or restriction on use or disclosure of such information; or (d) was in the Customer's possession before receipt from Granite. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to award of the Contract shall survive the execution of this Agreement, shall remain in force and effect and are incorporated herein by reference.

11.2 **Intellectual Property.** Customer agrees that Granite owns and retains all right, title, and interest in and to all of Granite's owned or licensed intellectual property, including but not limited to, any and all derivative or collateral thereof ("**Granite IP**"). Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so. For purposes of this Section 13(b), "Granite" shall include Granite.

12. Miscellaneous.

12.1 Amendment. This Agreement can only be amended by written agreement between the State and Granite. Notice requirements relating to changes with respect to Granite tariffs are imposed by regulatory authorities and applicable law.

12.2 Severability. If any provision of this Agreement or part of said provision is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision or part thereof.

12.3 Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

12.4 Assignment. Neither the State nor Granite may assign this Agreement, in whole or in part, without the other Party's written consent which will not be unreasonably withheld, delayed and/or conditioned. Any attempt to assign this Agreement other than as permitted above is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

12.5 Joint Product. This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

12.6 Counterparts. This Agreement may be executed in one or more counterparts, including facsimile or electronic copies and transmission, each of which shall be an original against any party whose signature appears on such counterpart and all of which together shall constitute one and the same agreement.

12.7 English as a Language. Customer agrees to have this Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. The Parties have specifically required that this Agreement and all related documents be drafted and executed in English.

**Attachment A
to the Master Service Agreement
Definitions**

“Agreement” means this Master Services Agreement and any and all attachment(s), Services Schedule(s) and exhibits, attached hereto and/or incorporated herein.

“Authorized User” means Customer.

“Business Day” means Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“CPE” means customer premises equipment.

“Damages” means collectively all injury, claims, damage, liability, loss, penalty, reasonable attorneys’ fees and costs, interest and expense incurred by a Party.

“Demarcation Point” shall mean the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

“Provider” means one of Granite’s underlying carriers, providers and/or vendors, as approved by the State, that provide Services which Granite provides to Customer.

“Rates and Charges” means the rates, charges and/or fees for a Service.

“Service” means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance service, broadband services, MPLS and/or private networking services, dedicated internet services and/or any other services and/or products that are provided by Granite to Customer pursuant to the Contract.

“Service Order Document” means any quotes, service order forms and commercial account form(s) and letter(s) of agency/agreements relating to specific Services substantially similar to the form set forth in Attachment C.

“Service Schedule” means a schedule setting forth terms and conditions applicable to a specific product and/or service, including, without limitation, Rates and Charges that are attached hereto as Service Schedules in Exhibits A - H.

“Service Start Date” means the date that Granite notifies Customer that specific Services are available, unless Customer within five (5) Business Days notifies Granite of any service affecting deficiency in the specific Services. If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within ten (10) business days, or as otherwise agreed to between the Parties in writing. Granite shall begin billing for monthly recurring charges on the later of (i) on the day Granite notifies Customer Services are available; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

“Service Term” means specific term of an individual circuit or service included as part of the Service.

Attachment B
to the Master Service Agreement
Escalation Procedures¹

Despite Granite's best efforts to maintain the most reliable level of service possible in the industry, service-affecting issues periodically arise. In those rare instances where Customer's service may be affected, Customer's trouble ticket is initiated to identify the issue.² Each trouble ticket has an assigned tracking number used to reference the issue and review status.

The Granite account team will determine the source of the issue, and, if the issue involves an interconnecting service provider, will initiate a repair request immediately through Granite's electronic real-time repair interface with the provider. Granite's account team will engage in ongoing coordination with interconnecting providers until the issue is resolved, and will provide frequent updates, including via emails and/or telephonic contact with Customer directly or through the Premier Account Manager, at Customer's direction, until the trouble is resolved. When the matter is resolved Granite representatives will also contact Customer to confirm resolution.

Granite responds to service-affecting issues within 15 minutes of discovery. Average service restoration times vary depending on the nature of the issue. Typical service issue resolution times are as set forth in the applicable Service Schedules, Additional Terms and Conditions of Service and/or SLAs³.

In the event that more expedited resolution of service-affecting issues becomes critical, Granite will implement its established escalation procedures. Service-affecting issues may be escalated from the Premier Account Manager through to Granite's President in extreme cases, based on the following guidelines:

1st level	Premier Account Manager – all tickets except emergency tickets (outages)
2nd level	Premier Account Supervisor – all emergency tickets and all tickets outstanding over 4 hours
3rd level	Asst. VP/Director of Premier Accounts – all emergency tickets outstanding over 1 hour and non-emergency tickets outstanding over 12 hours
4th level	SVP of Premier Accounts – all emergency tickets outstanding over 4 hours
5th level	Chief Operating Officer – all emergency tickets outstanding over 6 hours

In instances where service issues are less critical, the Premier Account Manager will maintain ongoing service issue tracking and provide weekly, bi-weekly or monthly account status conference calls and/or reports, based on Customer's preferences. Issue reports include:


- Review status and complete documentation of all repair issues.
- Review status and complete documentation of uncompleted change orders.
- Review status and complete documentation of new location installs.

¹ Repair times may vary for certain Services; see Additional Terms of Service as applicable.

² In addition to the account management team, Granite customer service representatives provide live support on the Help Desk, 866.847.5500, at Granite's Quincy, Massachusetts headquarters, 24 hours a day, 7 days a week.

³ Updates are given to Customer daily until issue is resolved.

Attachment C
to the Master Service Agreement
Commercial Account Form and Letter of Agency (Multi-Services)

	COMMERCIAL ACCOUNT FORM AND LETTER OF AGENCY		Sales Rep:
	MULTI-SERVICES		Order Date:
CUSTOMER INFORMATION			
Company/Business Name ("Customer"):			
Billing Telephone Number:			
Designated Contact:		Contact Phone Number:	
Service Address (Street/Suite): See <u>Appendix A-1</u>			
Mailing/Billing Address (Street/Suite):		City:	State/Zip Code:
Additional Comments/Notes (if any):			
AGREEMENT AND AUTHORIZATION			
<p>By signing this Commercial Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in <u>Appendix A</u>, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may from time to time request. Customer directs its current service provider(s), if any, to work with Granite to affect these changes. The Services set forth in this LOA shall be subject to the terms and conditions set forth in the Contract Document stemming from Statewide 1014 between Granite and The State of Oklahoma (the "Contract"), including all appendices, schedules, attachments, and exhibits by and through the Office of Management and Enterprise Services ("OMES") or other state entity and affiliate (each a "Customer").</p> <p>In the event the Customer is not the OMES, the Customer shall be responsible for all charges for the Services as set forth in the Contract.</p> <p>The Contract sets forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Contract, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Contract are incorporated herein by reference. <i>In accordance with the Contract, Customer acknowledges and agrees that if Customer uses "customer provided bandwidth" (CPB) or "over the top" connectivity it will result in "best efforts" Services, which limitations are set forth in the Contract.</i> Capitalized terms not defined in this LOA shall have the meaning set forth in the Contract.</p> <p><i>The Customer Disclosures attached hereto are an integral part of this LOA.</i></p>			
SIGNATURE			
<p>The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Contract. This LOA is effective as of the date of execution below.</p> <p>"Customer"</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p style="text-align: center; margin-top: 20px;"><i>Signing this Commercial Account Form and Letter of Agency will result in a change of service provider(s).</i></p>			



CUSTOMER DISCLOSURES

INTERNET BASED SERVICES (e.g. Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail)

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and International voice services; (c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines should be used for these purposes); (d) Granite or a subcontractor approved by the State must install the equipment and service at Customer's sole expense and Granite will not process any order without Granite or such subcontractor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS. FOR DEVICES USED WITH HOT DESKING SERVICES, CUSTOMER MUST BE LOGGED IN AND A SEAT MUST BE REGISTERED FOR THE DEVICE IN ORDER TO REACH EMERGENCY SERVICES.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; AND (D) FAILURE TO LOG IN OR REGISTER SEATS USED FOR HOT DESKING SERVICES. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES).

Initialed by Authorized Signer

Appendix A
to the Master Service Agreement
Services Selected
(Select one or more of the below Services)

- ☐ Voice Services (POTs, Long Distance, Local and LD T1 and PRI) (See Note 1)
- ☐ Broadband Services
- ☐ MPLS and Dedicated Internet Access Services
- ☐ Granite MPLS and Granite Dedicated Internet Access Services
- ☐ VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services)
- ☐ Mobility Services (Mobility Data and Mobility Voice)
- ☐ Granite Grid Services
- ☐ Conferencing Services (Audio Conferencing and Web Conferencing)
- ☐ Managed Wi-Fi Services
- ☐ Managed Network Firewall Services
- ☐ Monitoring Services
- ☐ Other Services (List):

**Exhibit A to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Service Schedule A for POTS Services is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**Service Schedule A
POTS Services**

1. Services.

1.1 Description of Services. Granite shall provide local exchange and/or long distance telecommunications services through electronic bonding with underlying Providers using commercial platforms ("POTS Services").

1.2 Changes to Services. Customer may at any time add, delete, relocate or modify POTS Services, subject to a minimum of one (1) month of service with respect to any line. Customers should give as much ADVANCE notice of moving POTS Service as possible. All service level standards stated herein are based on the date the LEC gets a clean order (i.e. with no errors) from Granite. The LEC has two (2) business days to assign order to be processed. Granite does not guarantee service level standards in the event of a problem on the LEC network or if there is an unforeseen problem with Customer's line.

2. Rates and Charges.

2.1 Local Services Charges. The rates and charges to be paid by Customer for local line access and local toll services generally consist of the current retail tariff rate for the service of the underlying Provider in the jurisdictions in which the Services are performed, less a discount. For those jurisdictions served by (a) AT&T (formerly SBC and BellSouth), the discount is generally 50%; (b) Qwest, the discount is generally 30%; and (c) Verizon, Frontier and FairPoint Communications, the discount is generally 20%. Notwithstanding the foregoing, certain local line access and other services provided in the aforementioned jurisdictions are not subject to any discount. In addition, jurisdictions served by CenturyLink, (formerly Embarq and Century Tel), Windstream (including former AllTel), Frontier (including former Valor Communications), Cincinnati Bell and other independent telephone operating companies are not subject to a discount. A rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) will be applied to each Customer line billed to Customer by Granite but which is not subject to any discount with a local provider.

2.2 Long Distance Charges. Subject to adjustments, including based on applicable tariff rates, Long Distance Services shall generally have the following rates:

- | | | |
|-----|---------------------------|--|
| (a) | Interstate Long Distance: | \$0.019 per minute of usage (" <u>MOU</u> ") |
| (b) | Intrastate Long Distance: | \$0.069 per MOU |

2.3. Other Charges. In the event that Customer elects or uses certain additional Services (such as, for example, installation of new telephone lines, long distance telephone services, regional toll services (LOC2), voicemail, or other features), additional fees may apply.

3. Service Term. The Service Term of all POTS Services shall be month-to-month or as set forth in the applicable Service Order Documents or other writing accepted by Granite.

**Exhibit B to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Service Schedule B for Broadband Services is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**Service Schedule B
Broadband Services**

1. Services.

1.1 **Description of Services.** "Broadband Services" shall mean, and consist of, digital subscriber line service ("DSL"), fiber service ("Fiber"), satellite service ("Satellite"), and/or cable service ("Cable") which provide connectivity to the Internet between Customer premises and the Provider's network.

1.2 **Equipment.** Broadband Services utilize CPE purchased at Customer's own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Broadband Services provided by Granite and Customer is not authorized to use the CPE for any other purpose; (b) comply with all documentation and manufacturer's instructions; and (c) take reasonable measures to protect and care for the CPE. Customer is responsible for all loss, damage or destruction to Granite provided CPE, that is caused in no part by Granite. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite.

1.3 **Provisioning.** In the case of Broadband Services using DSL, the maximum number of phone line filters recommended on any line sharing order is three (3). Additional phone lines/filters may interfere with the quality of Broadband Services. In the case of Broadband Services using Satellite, the services are only available at select locations in the United States subject to Provider availability and confirmation.

2. Rates and Charges.

2.1 Rates and Charges for Broadband Services are as set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Broadband Services and may vary depending on Broadband Service type, features.

2.2 **Nation One Broadband Rates.** Customer may, at Granite's sole discretion, be eligible for special rates (hereinafter, "**Nation One Broadband Rates**") for certain Cable and Fiber services, provided the Customer fulfills the requirements set forth herein.

(a) In order to be eligible for Nation One Broadband Rates, the Customer must meet, at a minimum, all of the following requirements: (i) Customer must have a minimum of one hundred (100) locations; (ii) Customer must order Broadband Services from Granite at substantially all of Customer's locations (e.g. if Customer has 400 locations, Customer must order Broadband Services from Granite at substantially all 400 locations); (iii) Customer must place the order for all Broadband Services within ninety (90) days of the first order; (iv) Customer must elect an initial minimum Service Term of at least twelve (12) months for each Broadband Service; and (v) substantially all of the Broadband Services ordered are new installations.

(b) Provided the Customer meets all the minimum requirements set forth herein, the Nation One Broadband Rates may only apply to certain Broadband Services that meet all the following criteria: (i) the Broadband

Service is a Cable or Fiber service and (ii) the Broadband Service is a new installation. Furthermore, the eligibility of the Nation One Broadband Rates to any specific Broadband Service shall be subject to availability contingent upon the confirmation of the specific Broadband Service speed and Provider availability at each location. Upon confirmation of the availability of the Nation One Broadband Rate to a specific Broadband Service the Broadband Services will be provisioned to the nearest minimum download speed, provided, in no event shall any speeds exceed 150 Mbps download.

(c) The Nation One Broadband Rates are only available if the Customer meets and maintains the requirements set forth herein. In the event Customer fails to meet the requirements set forth herein and/or if the information provided at the time Customer's eligibility for the Nation One Broadband Rates is determined changes (e.g. the Customer does not have at least one hundred (100) eligible locations), then Granite reserves the right, at its sole discretion, to change Nation One Rates for Broadband Services at any time provided, that Customer shall be given thirty (30) days prior written notice of any such change. If Customer does not agree to accept such new rates then Customer may terminate the affected Broadband Services without penalty upon thirty (30) days' prior written notice.

2.3 Satellite Services Rates and Charges. Certain Satellite services are subject to a monthly usage allowance. In the event Customer exceeds such monthly usage allowance, the Customer may be subject to overages as specified in the applicable rate plan. Unused allowances will not roll over to subsequent billing periods. Usage will be billed based on the actual usage rounded up to the nearest whole billing increment. Usage includes but is not limited to: data sent and received via download and upload, email, overhead, and/or software update checks. An unlimited usage plan may be available in certain coverage areas and for subscription during certain time periods. Granite and/or Providers reserves the right, in their sole discretion, to (i) prioritize data or throttle connection during network congestion and/or (ii) limit the quality of video streams above high definition-type quality, and/or (iii) suspend service when excessive data usage adversely impacts network capacity.

3. Service Term. The initial minimum Service Term of all Broadband Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Broadband Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms.

**Exhibit C to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Service Schedule C for Access Services is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**Service Schedule C
Access Services**

1. Services.

1.1 Description of Services. “Access Services” shall mean, and consist of, (a) T1, Ethernet and other data circuits which provide connectivity to the Internet (i.e. dedicated internet access) between Customer premises and the Provider’s network (“Dedicated Internet Access Services”) and/or Multiprotocol Label Switching (“MPLS”) and/or private network services which provide virtual private network and traffic engineering applications (collectively, “MPLS Services”). All Access Services, including, without limitation, speed, rates and charges are subject to availability as determined by the underlying provider.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable; and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors, that is in no part due to Granite. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Access Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide Access Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide Access Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Access Services that are necessary for Granite to provide Access Services.

(c) Access Services utilize CPE purchased at Customer's own expense (unless otherwise provided in the Service Order Documents) and either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for Access Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer's instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE caused by its acts or omissions. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein, provided Customer was given 30 days' notice and failed to cure.

1.3 Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises. The logistics of such access shall be mutually agreed upon in advance and occur during regular business hours.

1.4 Provisioning. Customer must provide Granite with a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing Access Services to Customer. Customer acknowledges that the provisioning of Access Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of Access Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite. Granite and/or its Providers will evaluate, design, and provision Access Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with Access Services.

1.5 MPLS Services and Ethernet Services.

(a) For any MPLS Services, including any VoIP Services over MPLS Services, (i) Customer is required to install the hub site first, with remote sites to follow and (ii) Customer will be responsible for payment on all circuits for MPLS Services on the Service Start Date of each specific circuit, whether or not all circuits/locations have been installed at the time of a circuit's Service Start Date.

(b) All orders for Access Services over Ethernet and Ethernet over Copper (EOC) (together, "Ethernet Services") are subject to complete engineering and facilities verification, and final availability of facilities. Circuit speed may not be verified until circuit turn up. Furthermore, while no guarantee of facilities is made in advance, all Ethernet Services orders require pre-engineering qualification with the quotes department prior to submission of any order.

1.6 Maintenance.

(a) Granite will endeavor to conduct (or cause to be conducted) scheduled maintenance of On-Net Access Services that is reasonably expected to interrupt Access Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than two (2) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Access Services, Granite's may interrupt Access Services for scheduled maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide notice

when possible (provided, Granite shall not be liable for any failure to provide such notice or for its Providers failing to provide such notice). Except as otherwise provided in the Agreement, Customer shall not be entitled to receive any remuneration for such scheduled interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Access Services or Off-Net Access Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Access Services.

2. **Rates and Charges.** Rates and Charges for Access Services are as set forth in the applicable Service Order Document(s).

3. **Service Term.** The initial minimum Service Term of all Access Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing, all Access Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms.

**Exhibit D to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Service Schedule D VoIP Services is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**Service Schedule D
VoIP Services**

1. Services.

1.1 Description of Services. “VoIP Services” shall mean, and consist of, one (1) or more of the following Services: (a) “SIP Trunking” (session initiation protocol trunking); (b) “Hosted PBX” (i.e. hosted private branch exchange services); (c) SIP primary rate interface services (“SIP PRI”); (d) “Hosted Voice” (i.e. Internet-based dial tone services for 2-way voice communication with limited feature sets); (e) Virtual Auto Attendant (i.e. answering and routing of calls); (f) Virtual Voicemail; and (g) other Voice over Internet Protocol (VoIP) services, which may include basic voice, including local and long distance services and features.

1.2 Granite Equipment and Core Network; Customer Equipment.

(a) Provider Equipment and the Core Network shall remain the sole and exclusive property of Granite and/or its Provider(s), as applicable, and nothing contained herein, in any Service Order Documents or in any other document or writing accepted by Granite grants or conveys to Customer any right, title or interest in any Provider Equipment or the Core Network, nor shall anything herein constitute, create or vest in Customer any easement or any other property right. Notwithstanding that it may be or become attached or affixed to real property, the Core Network and Provider Equipment will at all times remain the property of Granite and/or its Providers, as applicable. Customer may not, nor permit others to, alter, adjust, encumber, tamper, repair or attempt to repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Core Network without the prior written consent of Granite. Customer may not cause any liens to be placed on any Provider Equipment or the Core Network, and will cause any such liens to be removed within ten (10) days of Customer’s knowledge thereof. Customer shall be liable to Granite for any loss or damage to Provider Equipment or the Core Network caused by Customer or any of its end users, invitees, licensees, customers, agents or contractors. Nothing herein shall prevent Granite from using the Core Network and Provider Equipment to provide Services to other customers.

(b) To the extent a Service Order Document requires Granite to complete construction, extend the Core Network and/or obtain additional Underlying Rights (as defined below in this Section 1.2(b)), Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights as necessary to provide VoIP Services. In the event that Granite is unable to obtain or maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may cancel the applicable service order and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure event; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Core Network and/or for Granite to provide VoIP Services. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Granite to provide VoIP Services.

(c) VoIP Services utilize CPE purchased at Customer's own expense (unless otherwise provided in the Service Order Documents) and/or either provided by Granite or otherwise approved by Granite and/or its Provider(s). With respect to CPE provided by Granite, Customer shall (a) use such CPE for VoIP Services provided by Granite and Customer is not authorized to use CPE for any other purpose; (b) comply with all documentation and manufacturer's instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for all loss, damage or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference or Service obstruction that any such CPE is causing or may cause as reasonably determined by Granite. Granite may, at its sole and absolute discretion, suspend Service if any CPE does not comply with the provisions herein.

1.3. Access.

(a) Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to its premises as necessary to enable Granite to remove the Provider Equipment and any elements of the Core Network. Granite, its employees, contractors and/or agents shall have access to any Provider Equipment, elements of the Core Network or facilities at a Customer premises.

1.4 Provisioning. Customer must provide Granite with (i) a network assessment worksheet (in a form provided by or acceptable to Granite) for purposes of determining the current status and support characteristics of key network protocols, services and settings (including, but not limited to, a site survey document and Customer's local area network(s) minimum network requirements and firewall specifications) necessary for providing VoIP Services to Customer; and (ii) detail inventory of telephone numbers to be ported to Granite, and (iii) for each telephone number being ported (A) account name, (B) account address, and (C) account number. Customer acknowledges that the provisioning of VoIP Services depends on the accuracy and timely receipt of information on the network assessment worksheet, other documents and/or responses to questionnaires and additional questions from Granite. Granite is not responsible for any delays in provisioning or failures of VoIP Services related to inaccurate information provided by Customer or changes in Customer's network that are not communicated to Granite. Granite and/or its Providers will evaluate, design and provision VoIP Services based on a configuration proposed to, and accepted by, Customer. Customer acknowledges that there is no guaranty that Customer's current CPE or previously purchased or installed equipment can be used with VoIP Services.

1.5 Customer Provided Bandwidth. If Customer chooses to order VoIP Services utilizing its own separate Internet connection, whether or not ordered from Granite or a third party provider (i.e. "customer provided bandwidth, "CPB" or "over the top") and not order such VoIP Services over Granite MPLS Services, then the following conditions apply: (a) such VoIP Services shall be considered a "best efforts" VoIP Services, which means that Granite will not provide any service level agreements, warranties or guaranties, including, without limitation, for the voice quality; (b) Customer is responsible for (i) procurement, sizing, installation, configuration and operation of the CPB; (ii) maintenance, repair and replacement of CPB, and (iii) installation and activation CPE for the VoIP Services, in each case unless Customer separately contracts with Granite to provide such services, and (c) Customer network at such locations meets Granite's requirements for such VoIP Services.

1.6 Hosted PBX Services.

(a) Unless otherwise provided in Service Order Documents executed by Granite, Hosted PBX Services include the following: (i) monthly recurring seat charges, (ii) features (based upon the package selected by Customer on the Service Order Documents and specifically excluding those features set forth in Section 1.6(b)), (iii) local usage; and (iv) a long distance usage package per seat per month. Depending on the specific long distance usage package, Customer may pool the allotted long distance usage over the number of seats at the same location. Customer will be charged at Granite's then current MOU overage rate for long distance usage in excess of the amount set forth above.

(b) Unless otherwise provided in Service Order Documents executed by Granite, all other services and features will not be included in the Hosted PBX Services and will be provided at an additional charge, including, but not limited to: (i) directory listings, (ii) non-published, (iii) international calling and offshore calls to U.S. territories, (iv) directory assistance calls, (v) toll free services, (vi) call completion and any other pay-per-use features, (vii) all repair services, and (viii) non-recurring charges, including, but not limited to, service order charges, installation fees, no trouble found fees, and tag and locate fees.

1.7 SIP Trunking Services; Bursting. If selected by Customer as part of the SIP Trunking Services, Customer may order and purchase the ability to burst or go over the number of purchased SIP trunks when Customer's call volume so requires. For Customers selecting the bursting option, Granite will calculate for each calendar month the highest daily number of concurrent SIP trunks used in excess of the SIP trunks purchased by Customer. Granite shall bill, and Customer shall pay, an additional MRC for each such additional SIP trunk at Granite's then current rate for such bursting.

1.8 Maintenance.

(a) Granite will conduct (or cause to be conducted) scheduled maintenance of On-Net Services that is reasonably expected to interrupt VoIP Services between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Granite. Granite will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service, via telephone or e-mail, no less than two (2) business days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Order Documents, and Customer shall provide updated lists to Granite, as necessary. With respect to Off-Net Services, Granite's may interrupt VoIP Services for scheduled maintenance and other operational reasons, and Granite will use commercially reasonable efforts to provide two (2) business days' notice. Except as otherwise provided in the Agreement, Customer shall not be entitled to receive any remuneration for such schedule interruptions.

(b) Granite and/or its Providers may perform emergency maintenance of On-Net Services or Off-Net Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of the Core Network or such Provider's network. Granite will use commercially reasonable efforts to notify Customer, as soon as reasonably practicable, of any such emergency maintenance activity that materially and adversely impacts any VoIP Services.

1.9 Call Duration, Fraudulent Calls, Etc.

(a) All user traffic must be "IP Originated" which means voice traffic which Customer represents and certifies as utilizing TCP/IP as a transmission protocol from the Customer's originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP adapter, etc.) to a TCP/IP gateway. Traffic identified as non-IP Originated is subject to incremental surcharge per minute on all calls.

(b) Each call's jurisdiction shall be determined by the geographic original point attributed to the outpulsed, valid Automatic Number Identification (ANI) and Customer's called number. Customer is required to utilize and outpulse ANIs that are registered with the North American Numbering Plan Administration (NANPA) and which have been provided to Granite prior to outpulse. Unless otherwise approved by Granite in its sole and absolute discretion, Customer may not outpulse anonymous phone numbers, defined as those numbers that do not conform to a Customer-provided ANI (i.e. 8XX) or otherwise have an indeterminate jurisdiction. Anonymous numbers may be blocked, failed or billed at intrastate rates based on the rates applicable to Customer's physical location where the call originates.

(c) In the event Granite discovers fraudulent usage, nothing contained herein shall prohibit Granite from taking immediate action that Granite deems to be reasonably necessary to prevent such fraudulent usage from taking place including, without limitation, blocking, re-blocking, or terminating VoIP Service(s) to or from specific locations, provided that Granite shall not be required under any circumstances to take such action.

(d) Granite's fair use policy ("Fair Use Policy") is to prevent abuse, fraud or unreasonable exploitation of Granite's unlimited usage service plans, as applicable, and unreasonable overutilization of Granite's facilities. Granite's unlimited calling plans are intended solely for normal commercial use. Granite's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Granite's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or

voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. Granite has other plans applicable for such applications and businesses. Granite reserves the right to monitor call traffic patterns and determine, in its sole discretion, what is normal usage.

(e) Customer shall not pass 900, 500, 700, or invalid numbers.

(f) Customer is aware and acknowledges that Granite has no control over the international routes of its Providers. Therefore, Granite cannot assure or guarantee calls/voice quality for all international traffic. Customer agrees that all calls completed will be considered valid and billable, regardless of call quality.

(g) If Customer wishes to block international calls, Customer must ensure that such request is in writing, in the body of the Service Order for the VoIP Services for which international blocking is to be applied. Any such blocking request that is not in writing will not be valid. For the purpose of call blocking, "international" refers only to those calls using a 011 prefix. Thus, for example, phone calls from the United States to Canada are not International calls and cannot be blocked. It is Customer's responsibility to understand the limits on any call blocking functionality. Granite, in its sole discretion, may block calls to certain countries based on the risk of fraud, provided, Customer may request Granite to unblock such countries and in such event shall be responsible for all calls to such countries.

(h) A call is considered completed when it is answered by either a live person, or by voicemail systems, answering machines, private branch exchanges, or interexchange switching equipment. Granite begins billing at call pickup. In the event more than forty percent (40%) of total call attempts (inbound, outbound or toll free) in a billing period are abandoned or incomplete for any reason, Granite reserves the right to disconnect the seat/circuit and/or to charge, and Customer shall pay, an additional surcharge per abandoned call during such billing period.

(i) If in any given month more than ten percent (10%) of Customer's calls are six (6) seconds or less in duration ("Short Duration Calls"), then Granite will assess a surcharge for such Short Duration Calls per call.

(j) Granite reserves the right to monitor Customer's calling patterns. Should Granite determine Customer has exhibited calling patterns that are uncustomary or exceed normal outbound to inbound ratios, Granite reserves the right to assess either a one time or rate per minute surcharge on all inbound calls.

(k) International calls terminating to a wireless device, such as a cellular phone, pager, personal computer, or personal digital assistant may have a separate higher rate applied. Customer shall be responsible for payment of any additional charges as a result of the applied rate, which will appear as an international mobile termination charge on Customer's bill.

1.10 Music On Hold Service. Customer may also be purchasing Granite's music hosting services (the "Music Hosting Services"), which may be purchased separately. Customer grants to Granite and its Providers a non-exclusive, worldwide, and royalty-free license for the term of these Music Hosting Services to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer's content as necessary for the purposes of rendering and operating the Music Hosting Services. If Customer provides Granite with material that Customer wishes Granite to host (e.g., custom music for Customer's music on hold) ("Custom Materials"), Customer represents and warrants that Customer has obtained and will maintain all necessary and appropriate rights, approvals and/or licenses for use of the Custom Materials. Customer agrees to indemnify and hold Granite, its officers, directors, employees, affiliates, Providers, other suppliers and shareholders harmless for all third party claims arising out of use of the Custom Materials. Customer expressly: (a) grants to Granite and its Providers and other suppliers a license to cache materials distributed or made available for distribution via the Music Hosting Services, including content supplied by third parties and (b) agrees that this caching is not an infringement of any of Customer's intellectual property rights or any third party's intellectual property rights. Customer shall indemnify and hold harmless Granite (including its reasonable attorneys' fees and expenses) in connection with any claim or violation of any intellectual property rights in related to materials distributed or made available for distribution via the Music Hosting Services.

1.11 **VoIP Assurance Plan.** If selected by Customer, the "VoIP Assurance Plan" may include, for a monthly recurring charge based on the package ordered by Customer: (a) maintenance for equipment, service and repairs; (b) 24/7/365 remote alarm monitoring; (c) on-site and/or remote support; (d) second-day parts replacement; and (e) first response priority. Other charges may apply. Customer may cancel the VoIP Assurance Plan within ten (10) days of the Service Start Date without charge. Following ten (10) days after the Service Start Date, the minimum service term for the VoIP Assurance Plan is thirty (30) days. Should Customer fail to provide reasonable access to Granite to diagnose and/or repair service issues, Granite will be excused from performance. The logistics of such access shall be mutually agree upon in advance and occur during regular business hours.

1.12 **Alarm Systems and VoIP Services.** To the extent that Granite provides VoIP Services which Customer utilizes for transmission of alarm system signals, Customer acknowledges that Granite is not responsible for the functionality of such alarm systems and signals. Customer understands that VoIP Services and other Services are not infallible. Customer specifically acknowledges that Granite does not represent or warrant that the transmission of alarm signals will not be interrupted, circumvented or compromised. If VoIP Services are not operative, no alarm signals can be received by the monitoring station. Customer understands that VoIP Services may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond Granite's control. The use of VoIP Services or other internet-based telephone service may prevent from the transmission of alarm signals at any time, and/or interfere with the telephone line-seizure features of Customer's alarm system. In the event Customer elects to use VoIP Services for alarm lines: CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. Customer accepts full responsibility for alarm system compliance with the authority having jurisdiction.

2. **Rates and Charges.** Rates and Charges for VoIP Services are as set forth in the applicable Service Order Document(s).

3. **Service Term.** The initial minimum Service Term of all VoIP Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Documents or other writing accepted by Granite, provided, notwithstanding the foregoing all VoIP Services shall commit to, and shall be deemed to have committed to, an initial minimum Service Term of at least twelve (12) months from the Service Start Date. Service Terms may be extended for additional monthly increments due to specific offerings or promotional terms.



**Exhibit E to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Access Services (Off-net Services) SLA is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**ACCESS SERVICES (OFF-NET SERVICES)
SERVICE LEVEL AGREEMENT**

Access Services (Off-Net Services) will be measured based on Service Level Agreement Objectives ("SLA Objectives") set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Provider(s).

1. **SLA Objectives.** SLA Objectives are as follows:

Table 1

	DIA DS1/DS3	Ethernet over Fiber (EOF)	Ethernet over Copper (EOC)	MPLS	Asym EoC
Network Availability	99.90%	99.90%	99.50%	99.90%	99.50%
MTTR	8 hours	8 hours	8 hours	8 hours	8 hours
CPE MTTR	2 business days	2 business days	2 business days	2 business days	2 business days
Install Interval	45 business days	120 business days	90 business days	120 business days	90 business days

SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of each specific Access Services circuit. *All SLA Objectives will be measured on a carrier by carrier basis using each Provider's definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* SLA Objectives apply only to the Access Services segment between the points where traffic enters Provider's core switching equipment and the point where it leaves Provider's core switching equipment.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.

2. **Descriptions and Definitions.**

Network Availability



“Network Availability” will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer’s report of a service outage and creation of a trouble ticket by Granite.

Mean Time to Repair

“MTTR” = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

“Install Interval” is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Access Services and such Service Order Documents are a “clean order” (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of such specific circuit. Install Intervals apply to each specific circuit individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local access provider or where construction or permitting is required.

Chronic Outages

If any service location circuit experiences a “Chronic Outage” (meaning within any given calendar month, a specific affected Access Services experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite’s escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. **Service Credits.** If Granite does not meet its SLA Objectives, Customer may receive a service credit for the Access Services impairment, proportional to SLA Objectives’ non-conformance, up to the percentage identified in Table 2.

Table 2 – Service Credit Percentages

The maximum service credit available in any given month is as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
Network Availability	15% of MRC
MTTR	5% of MRC



CPE MTTR	10% of MRC
Install Interval	10% of MRC

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific Access Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Access Services. Multiple instances of non-conformance affecting one (1) service location circuit during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Access Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Access Services and results in a period or periods of interruption, disruption, failure or degradation in Access Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "Access - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Access Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement), exceed the lesser of (a) the service credit amounts Granite's receives from its Provider(s), if any, or (b) one hundred percent (100%) of the MRC for the affected Access Services.

4. **Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:
- Customer fails to report the issue or request a trouble ticket.
 - Service interruptions or delays arising out of or in connection with, but not limited to, the following:
(a) any act or omission on the part of Customer or a third party; (b) interruption occurring because



Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite, its Providers or their agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of Access Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.

- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any failure, issue or delay associated in whole or in part with Customer's provided connection to the Granite's network and/or Provider's networks including, but not limited to, local access and cross-connect.
- Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Access Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Access Service.
- Access Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. **Miscellaneous.** Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.



**Exhibit F to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Access Services (On-net Services) SLA is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**ACCESS SERVICES (ON-NET SERVICES)
SERVICE LEVEL AGREEMENT**

Access Services will be measured based on Service Level Agreement Objectives ("SLA Objectives") as set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Granite's Core Network.

- 1. SLA Objectives.** SLA Objectives are as follows:

On-Net Services

Table 1: On-Net Services

	Access Services
Network Availability	99.99%
MTTR	8 hours
CPE MTTR	2 business days
Install Interval	90 business days

SLA Objectives apply only to On-Net Services. SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of such specific Access Services.

Off-Net Services

Notwithstanding anything to the contrary contained herein or in any other document including, but not limited to, the General Terms of Service or the VIP Services Terms of Service, SLA Objectives and service credits, if any, shall not apply to all or any portion of Off-Net Services used to provide Access Services. In the event of any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Service provided by Granite and/or its Provider(s) to Customer, Granite agrees to pass through a service credit equal to the service credit received by Granite from such Provider(s), if any. Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Services is as stated in the preceding sentence. *All Off-Net Services service level agreements will be measured on a Provider by Provider basis using each Provider's definitions and criteria for each of the factors involved in calculating such service level agreement, including but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* Service credits, if any, for Off-Net Services shall not exceed the service credit amounts Granite receives from its

{070051-001/00029078-1}



Provider(s).

Applicability.

In no event shall any failure to meet any SLA Objectives or Off-Net Services service level agreements constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.

2. Descriptions and Definitions.

Network Availability

"Network Availability" will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer's report of a service outage and creation of a trouble ticket by Granite.

Mean Time to Repair

"MTTR" = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

"Install Interval" is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Access Services and such Service Order Documents are a "clean order" (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of such specific Access Services. Install Intervals apply to each specific Access Service individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local Access provider or where construction or permitting is required. If Access services are provided via Ethernet over Fiber (EOF), Install Interval may be up to 120 days.

Chronic Outages

If any service location circuit experiences a "Chronic Outages" (meaning within any given calendar month, a specific affected Access Service experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite's escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for {070051-001/00029078-1}



the Access Services impairment, proportional to the SLA Objective's non-conformance, up to the percentage identified in Table 2.

Table 2: On-Net Services - Service Credit Percentages

The maximum service credit available in any given month is as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
Network Availability	15% of MRC
MTTR	5% of MRC
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

Determination of Service Credits

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific Access Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any SLA Objective's non-conformance involving a specific Access Services. Multiple instances of non-conformance affecting one (1) service location circuit during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any Access Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of Access Services and results in a period or periods of interruption, disruption, failure or degradation in Access Services, entitling Customer to one (1) or more service credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "Access - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

{070051-001/00029078-1}



Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in Access Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected Access Services.

4. **Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide Access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of Access Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any failure, issue or delay associated, in whole or in part, with Off-Net Services, including but not limited to, local Access and cross-connects.
- Any failure, issue or delay associated, in whole or in part, with Customer's or a third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Access Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Access Services.
- Access Services that do not directly interface a port on Granite's or its Provider's network(s) via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. **Miscellaneous.** Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.



**Exhibit G to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The VoIP Services SLA is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**VoIP SERVICES
SERVICE LEVEL AGREEMENT**

VoIP Services, including SIP Trunking, Hosted PBX, SIP primary rate interface services, Hosted Voice, Virtual Auto Attendant, Virtual Voicemail and other Voice over Internet Protocol (VoIP) services will be measured based on Service Level Agreement Objectives ("SLA Objectives") as set forth in Section 1. SLA Objectives are based upon intended/target performance levels/criteria of Granite's Core Network.

1. SLA Objectives. SLA Objectives are as follows:

On-Net Services Performance

General Standard. Granite will use commercially reasonable efforts to maintain its overall VoIP Services quality. The quality of VoIP Services shall be consistent with industry standards and sound business practices.

Specific Interruptions in VoIP Services. If there are Interruptions in VoIP Services, which are not due to specific exclusions as set forth in Section 4, then Customer may be eligible to receive a service credit for the portion of the specific VoIP Services that the Interruption affects. A service credit will be made when an interruption occurs because of a failure of any On-Net Services or other components furnished by Granite.

"Interruption" means a Level 1 Event or a Level 2 Event.

"Level 1 Event" means a critical problem that relates to the fundamental functionality of the affected VoIP Services and precludes use of such specific VoIP Services resulting in an out of service condition for the affected VoIP Service (e.g. hosted seat, DID or call path) including, but not limited to, loss of dial tone, inability to connect calls (incoming or outgoing) or total network out of service conditions. Granite will respond to a Level 1 Event within four (4) hours of Customer initiating a trouble ticket with Granite.

"Level 2 Event" means a significant problem that relates to the functionality of the affected VoIP Services, but does not preclude productive use of the affected VoIP Services. Granite shall respond within eight (8) hours of Customer initial a trouble ticket with Granite.

There are no service credits available for On-Net Services performance other than a Level 1 Event or a Level 2 Event.

SLA Objectives apply only to On-Net Services. SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of such specific VoIP Services.

On-Net Services - Repair/Installation

VoIP Services



CPE MTTR	2 business days
Install Interval	90 business days

Off-Net Services. Notwithstanding anything to the contrary contained herein or in any other document, including, but not limited to, the General Terms of Service or the VoIP Terms of Service, SLA Objectives and service credits, if any, shall not apply to all or any portion of Off-Net Services used to provide the VoIP Services. In the event of any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Service provided by Granite and/or its Provider(s) to Customer, Granite agrees to pass through a service credit equal to the service credit received by Granite from such Provider(s), if any. Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure of network availability of such Off-Net Services or failure to meet any other service level agreements of such Off-Net Services is as stated in the preceding sentence. *All Off-Net Services service level agreements will be measured on a Provider by Provider basis using each Provider's definitions and criteria for each of the factors involved in calculating such service level agreement, including but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* Service credits, if any, for Off-Net Services shall not exceed the service credit amounts Granite receives from its Provider(s).

Applicability.

In no event shall any failure to meet any SLA Objectives or Off-Net Services service level agreements constitute, or be deemed to constitute, a breach by Granite of the Agreement with a Customer.

2. Descriptions and Definitions.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

"Install Interval" is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for VoIP Services and such Service Order Documents are a "clean order" (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of the specific VoIP Services. Install Intervals apply to specific VoIP Services individually. Install Intervals exclude any service location where facilities are determined to be unavailable or impaired by the underlying local access provider.

Chronic Outages

If any service location circuit experiences a "Chronic Outages" (meaning within any given calendar month, a specific affected VoIP Service experiences three (3) or more outages in violation with an SLA Objective), Customer may request an escalation of repair in accordance with Granite's escalation procedures and, upon receipt, Granite will have ten (10) business days to evaluate and prescribe resolution, including a timeline to complete the prescribed repairs. If Granite fails to perform the escalation or to resolve the Chronic Outage within the timeline prescribed, Customer may cancel that particular service location circuit without early termination fees. Service cancellations/terminations without early termination fees are not available with respect to incidents involving specific exclusions (as set forth in Section 4).

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Service Credits. If Granite does not meet its SLA Objectives, Customer may receive a service credit for



the VoIP Services impairment, proportional to Interruption affecting such specific VoIP Services.

Customer's sole and exclusive remedy, and Granite's sole and exclusive liability and responsibility, for any failure to meet any SLA Objectives is as stated in this Section 3 and is limited to the applicable service credits, if any.

The measurement period for a service credit begins when Customer reports VoIP Services interruption through the opening of a trouble ticket and makes such specific affected VoIP Services available for testing and repair. The measurement period for a service credit ends when Interruption is resolved.

Determination of Service Credits

In the event that the Level 1 Event continues longer than eight (8) hours and up to 24 hours, Granite shall issue a credit equal to 1/30th of the monthly recurring charges for such specific affected VoIP Services and an additional credit of 1/30th (or pro rata portion thereof based on one (1) hour increments) of the monthly recurring charge for such specific affected VoIP Services for each additional 24 hours (or portion thereof) out of service period.

In the event that the Level 2 Event continues longer than eight (8) hours and up to 24 hours, Granite shall issue a credit equal to 1/60th of the monthly recurring charges for such specific affected VoIP Services and an additional credit of 1/60th (or pro rata portion thereof based on one (1) hour increments) of the monthly recurring charge for such specific affected VoIP Services for each additional 24 hours (or portion thereof) out of service period.

The maximum service credit, if applicable, available in any given month for Repair/Installation SLA Objectives are as follows:

<u>SLA Objective</u>	<u>Maximum Service Credit</u>
CPE MTTR	10% of MRC
Install Interval	10% of MRC

Service credits hereunder are calculated as a percentage of the then current MRC with respect to the specific VoIP Services for which the service credit is requested, and may not be applied to usage charges, government fees, taxes, surcharges or any third party charges passed through to Customer by Granite. Customer may not receive more than one (1) service credit per month for any Interruption involving a specific VoIP Services' element. Multiple instances of non-conformance affecting the same specific VoIP Services during a particular month will not be eligible for multiple service credits, however, if approved they will be applied toward the accumulated monthly statistics. Service credits will not be available for any VoIP Services terminated by Customer for cause pursuant to the terms of the Agreement. Service credits may not be carried over into subsequent months and apply only to the month in which they are issued, regardless of balance owed.

If an incident affects the performance of VoIP Services and results in a period or periods of interruption, disruption, failure or degradation in VoIP Services, entitling Customer to one (1) or more credits under multiple SLA Objectives, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to service credits under multiple SLA Objectives for the same incident.

For purposes of calculating service credits, each month is considered to have 30 days.

Eligibility for Service Credits

To be eligible for a service credit, Customer must: (a) open a valid trouble ticket documenting the problem and the SLA Objective's non-conformance; and (b) timely request the applicable service credit by (i) emailing dataservicesrepair@granitenet.com with "VoIP - Service Credit Request" in the subject header or (ii) contacting Customer's Granite premier representative, within thirty (30) days after the trouble ticket is closed by Granite. Each service credit request must reference the applicable trouble ticket number(s) and circuit identifier(s) for the circuit



elements associated with the non-conforming event. Service credit requests will not be accepted for open trouble tickets.

Service credits will be determined based upon if the actual monthly average of such parameter exceeds the SLA Objective, except for Network Availability which will be calculated on a cumulative basis in a given month. Service credit requests will be reviewed and evaluated by Granite in relation to the relevant accumulated statistics in the month during which an SLA Objective's non-conforming event is alleged to have occurred. Granite's determination as to whether a SLA Objective has or has not been met shall be final. Service credit requests encompassing multiple months will be prorated in accordance with the statistical accumulations for the month in which the non-conformance occurred. Granite shall have thirty (30) business days to respond from the end of the month in which the service credit request is submitted. Service credit requests approved by Granite will be credited to Customer's account on the next billing cycle that begins after the service credit approval.

Cumulative service credits in any one (1) month must exceed \$25.00 to be processed. In no event shall Granite's total liability for any and all interruptions, disruptions, failures, and/or degradations in VoIP Services (including, without limitation, any failure to meet any SLA Objective set forth in this Service Level Agreement) exceed one hundred percent (100%) of the MRC for the affected VoIP Services.

4. **Specific Exclusions.** SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with the following: (a) any act or omission on the part of Customer or a third party; (b) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (c) failing to provide access to Customer premises as reasonably requested by Granite or its agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (d) the failure of a service or equipment that is not part of VoIP Services; (e) any inside wiring; and/or (f) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any failure, issue or delay associated, in whole or in part, with Off-Net Services, including but not limited to, local access and cross-connects.
- Any failure, issue or delay associated, in whole or in part, with Customer's or third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- VoIP Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of the specific VoIP Services.
- VoIP Services that do not directly interface a port on Granite's or its Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

5. **Miscellaneous.** Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.



**Exhibit H to
Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH GRANITE
TELECOMMUNICATIONS, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Broadband Services SLA is hereby amended as set forth below and supersedes all prior documents submitted by Granite Telecommunications, LLC or discussed by the parties.

**BROADBAND SERVICES
SERVICE LEVEL AGREEMENT**

Broadband Services will be measured on the basis of the Service Level Agreement Objectives ("SLA Objectives") set forth in Section 1. SLA Objectives for Broadband Services are based upon intended/target performance levels/criteria of Provider(s).

1. SLA Objectives. SLA Objectives are as follows:

	Cable	ADSL
Network Availability	99.50%	99.50%
CPE MTTR	2 nd business day	2 nd business day
MTTR	48 hours	48 hours
Install Interval	30 business days	21 business days

All SLA Objectives are effective as of the first (1st) day of the second (2nd) month after the Activation Date of each specific Broadband Service. *All SLA Objectives will be measured on a carrier by carrier basis using each Provider's definitions and criteria for each of the factors involved in calculating such service level agreements including, but not limited to, trouble resolution, service outage time, excluded outage time and outage count.* SLA Objectives apply only to the Broadband Services segment between the points where traffic enters Provider's core switching equipment and the point where it leaves Provider's core switching equipment.

In no event shall any failure to meet any SLA Objectives constitute, or be deemed to constitute, a breach by Granite of the Agreement with Customer.

SLA Objectives do not apply to VoIP Services, see separate VoIP Services Service Level Agreement.

2. Descriptions and Definitions.

Network Availability

"Network Availability" will be an average of actual minutes of availability of all Customer IP logical connections as a percentage of the total IP logical connection available minutes as measured over a calendar month and shall be calculated as follows:

$$\text{Network Availability} = ((\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes} - \text{Outage Time Minutes}) / (\text{Calendar Month Minutes} - \text{Excluded Outage Time Minutes})) \times 100$$

The measurement period for Network Availability commences upon receipt of Customer's report of a service outage and creation of a trouble ticket by Granite.



Mean Time to Repair

"MTTR" = (Service Outage Time Hours - Excluded Outage Time Hours)/Outage Count, provided, that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

CPE MTTR

Replacement equipment provided by Granite will be shipped for second (2nd) business day delivery for Customer self-installation so long as (a) the trouble is isolated to the Granite provided and managed equipment, and (b) the root cause of the failure is determined by Granite by 1pm EST.

Install Interval

"Install Interval" is defined as the number of business days beginning on the date when Customer has provided Granite with (a) signed Service Order Documents for Broadband Services and such Service Order Documents are a "clean order" (meaning Customer has provided Granite with all information necessary to place the order), acceptable in all respects to Granite and (b) Granite and/or Provider(s) have accepted the service order, and ending on the Activation Date of such specific circuit. Install Intervals apply to each specific Broadband Service individually. Install Intervals exclude any service location (i) where facilities are determined to be unavailable or impaired by Provider or (ii) where construction or permitting is required or weather related issues delay installation.

Escalation Procedures

In the event that more expedited resolution of service-affecting issues becomes critical or Granite exceeds the MTTR, Granite will implement its established escalation procedures.

3. Specific Exclusions.

(a) SLA Objectives do not include periods of service outages or other service level deficits, in whole or in part, due to any of the following causes and/or exclusions:

- Customer fails to report the issue or request a trouble ticket.
- Service interruptions or delays arising out of or in connection with (but not limited to) the following: (i) any act or omission on the part of Customer or a third party; (ii) interruption occurring because Customer elects not to release the Service for testing and repair by Granite but continues to use it on an impaired basis; (iii) failing to provide access to Customer premises as reasonably requested by Granite, its Providers or their agents to enable Granite to comply with its obligation, including having a Customer representative present to assist in performing diagnostic testing and to resolve problems should they exist; (iv) the failure of a service or equipment that is not part of Broadband Services; (v) any inside wiring, and/or (vi) CPE, router or firewall configuration changes made by Customer or made in response to security threats, breaches or attacks.
- Granite or Customer's scheduled outages, network maintenance or emergency maintenance.
- Any failure, issue or delay associated, in whole or in part, with Customer's provided connection to Provider's network, including but not limited to local access and cross-connect.
- Any failure, issue or delay associated, in whole or in part, with Customer's or any third party's software, equipment, applications, facilities and/or internal network.
- Any event or occurrence that results in "no trouble found" by Granite.
- Broadband Services that have not been accepted by Customer or issues that occur within the first thirty (30) days of the Activation Date of a specific Broadband Service.
- Broadband Services that do not directly interface a port on Provider's network via physical or logical connection.
- During emergency network conditions where dynamic rerouting is required.
- Only apply to circuits originating and terminating in the contiguous United States.

(b) Broadband Services are a "best effort" service therefore Granite and Providers cannot guarantee speeds, network availability or other service levels in most cases. "Best effort" delivery describes a network service in which the network does not provide any guarantees that data is delivered or that an end user is



given a guaranteed quality of service level or a certain priority. In a "best effort" network all end users obtain best effort service, meaning that they obtain unspecified variable bit rate and delivery time, depending on the current traffic load.

4. **Miscellaneous.** Capitalized terms not defined herein shall have the meaning set forth in the General Terms of Service or the applicable Additional Terms of Service.