



State of Oklahoma  
Office of Management and Enterprise Services

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**ADDENDUM 1 TO  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELCOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to Cox Oklahoma Telcom, L.L.C. in connection with Oklahoma Statewide Contract No. 1014 ("Contract") and is effective

January 7<sup>th</sup>, 2019.  
2020

**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, Cox Oklahoma Telcom, L.L.C. ("Cox") submitted a proposal which contained exceptions to the solicitation terms and various other Contract Documents; and

Whereas, the State and Cox have negotiated the final terms under which Cox 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.**

The parties recognize that the underlying Contract refers to the acceptance of Cox's proposal to the solicitation and the solicitation itself. This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Cox as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Contract.

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

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

- i. certain exceptions to the Solicitation as contained in Attachment A to this Addendum titled "Negotiated Exceptions to the Solicitation";
- ii. revisions to General Terms proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B to this Addendum titled, "General Terms";
- iii. revisions to Bulk Video Services SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit A to this Addendum titled, "Service Level Agreement for Bulk Services";
- iv. revisions to Cox Business Internet SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit B to this Addendum titled, "Cox Business Internet Service Level Agreement";
- v. revisions to Cox Fiber Internet SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit C to this Addendum titled, "Cox Fiber Internet Service Level Agreement";
- vi. revisions to Cox Optical Internet SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit D to this Addendum titled, "Cox Optical Internet Service Level Agreement";
- vii. revisions to Cox Ethernet WAN Private Line Transport Service SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit E to this Addendum titled, "Cox Ethernet WAS (E-WAN) Private Line Transport Service Service Level Agreement";
- viii. revisions to Cox LightWave Service SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit F to this Addendum titled, "Cox LightWave Service Level Agreement";
- ix. revisions to Cox Metro-Ethernet and CloudPort SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit G to this Addendum titled, "Cox Metro-Ethernet and CloudPort Service Level Agreement";
- x. revisions to Cox IP-VPN SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit H to this Addendum titled, "Cox IP-VPN Service Level Agreement";
- xi. revisions to Cox iVoIP SLA proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment B, Exhibit I to this Addendum titled, "Cox Switched Digital/Interconnected VoIP (iVoIP) Voice Services Service Level Agreement"; and
- xii. revisions to a service order template proposed by Cox Oklahoma Telcom, L.L.C. as contained in Attachment C to this Addendum titled, "Service Order."

To determine the availability of Services and to request Services under this Contract, the State (or the appropriate Oklahoma state entities and affiliates) shall contact Cox identifying the requested Service location, term of service, type of Service, desired installation date, and another information reasonably requested by Cox to determine the availability of Service. Upon receipt of Customer's information, Cox shall respond to Customer and either (i) submit to Customer a Service Order, similar to the Service

Order form set forth in Attachment C (the "Service Order"), with the Service information including price, term of service, and delivery date, or (ii) respond to the request declining to provide the requested Service. Cox may reject any request for Services at its sole discretion. Service Orders submitted by Cox shall be valid for acceptance for a period of sixty (60) days and thereafter Cox may refuse to accept such Service Orders. To order Service, the State (or the appropriate Oklahoma state entities and affiliates) shall execute the Service Order submitted by Cox and return a copy to Cox. The mutually executed Service Order shall be automatically incorporated into this Contract. All Service Orders are subject to the terms and conditions of this Contract.

- 2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended herein. 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.
- 2.3. Cox affirmatively acknowledges that it will not ask the State or any Customer to execute additional documents not listed above which materially modify the parties' rights or obligations under this Contract unless set forth in a mutually agreeable written addendum to the 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: 1-7-2020

**Cox Oklahoma Telcom, L.L.C.**

By:   
Name: Patrick Esser  
Title: President  
Date: 12/19/20

**Attachment A to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

**Negotiated Exceptions to the Solicitation**

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Cox Oklahoma Telcom, L.L.C. (“Cox” or “Supplier”) or discussed by the parties.

**Solicitation, Section A General Provisions, Subsection A.15 is hereby deleted in its entirety and replaced with the following:**

A.15.1: As used in this clause, “records” are books, documents, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form which are directly related to the billing, invoice, and customer service records relevant to execution and performance of this Contract. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to request, examine and audit all billing, invoice, and customer service records relevant to execution and performance of this Contract, except for Supplier’s confidential information. The State shall use the least intrusive method for requesting records (i.e. written request) before requesting an audit. Audits shall be scheduled with reasonable notice and during Supplier’s normal business hours and at the State’s expense, except as mutually agreed upon by both parties. Vendor may require the State execute a non-disclosure agreement in connection with any audit.

A.15. 2: Should a Customer request phone records for one of its Cox provided telephone lines, the estimated cost for the outbound call records is \$25 for the first three (3) months of requested records per line, and \$25 for each additional month of requested records per line. Only up to the previous 18 months of outbound call records may be stored by Cox. The State may have access to certain phone records in their MyAccount portal.

A.15.3 The Supplier is required to retain the Contract, service orders, invoice and billing records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later. Nothing in this Contract shall be interpreted as requiring Cox to retain any records which are not already created and stored by Cox in its ordinary course of business or to require Cox to create any databases for said records.

**Solicitation, Section A General Provisions, Subsection A.16 is hereby deleted and replaced with the following:**

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the state Entity or Affiliate may terminate its

obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. Prior to terminating services due to for insufficient appropriations, the State shall take all reasonable actions to obtain adequate appropriations. The decision as to whether sufficient appropriation are available shall be accepted by, and be final and binding on, the Supplier.

**Solicitation, Section A General Provisions, Subsection A.18.1 is hereby deleted in its entirety and replaced with the following:**

State or Supplier may terminate this Contract in whole or in part for default if defaulting party fails to cure default within thirty days of receipt of written notice provided by non-defaulting party.

**Solicitation, Section A General Provisions, Subsection A.19.2 is hereby deleted in its entirety and replaced with the following:**

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Affiliate, as applicable, shall be liable for the early termination fee set forth in Cox's General Terms attached in Attachment B to Addendum 1 as well as payment for all Services rendered or goods provided and accepted through the date of termination.

**Solicitation, Section A General Provisions, Subsection A.20.d is hereby deleted in its entirety.**

**Solicitation, Section A General Provisions, Subsection A.28.3 is hereby added:**

A.28.3: The parties acknowledge that the above requirements will apply only to confidential information directly provided to Cox. As clarification, the State (or State Entity or Affiliate, as applicable) is responsible for selecting and using the level of security protection needed for all State data stored or transmitted via the services and using reasonable information security practices, including those relating to the encryption of data. Cox will not be deemed to have accessed, received, or be in the possession of any State (or State Entity or Affiliate, as applicable) information or records solely by virtue of the fact that State (or State Entity or Affiliate, as applicable) transmits, receives, accesses or stores such information through its use of Cox's Services.

**Solicitation, Section A General Provisions, Subsection A.31.5 is hereby added:**

A.31.5: Except as otherwise set forth in the Contract, the foregoing states the entire liability of Supplier for patent, copyright and trademark infringements by the products and services.

**Solicitation, Section A General Provisions, Subsection A.40 is amended to include the following:**

The Parties acknowledge that this provision is subject to notice and right to cure as stated in the termination for default section.

**Solicitation, Section A General Provisions, Subsection A.41 is hereby deleted in its entirety.** Any applicable agency policies will be specifically referenced and added to the contract as mutually agreed by the parties.

**Solicitation, Section A General Provisions, Subsection A.42 is hereby deleted in its entirety and replaced with the following:**

At the time of entering into this Contract, the provision of the Cox services provided to the State does not require or intend for Cox to login, view, or access State data. If the State purchases additional services that include the need to login, view, or access State data, the parties will negotiate in good faith to additional security obligations into the Agreement at such time which may include the applicable State of Oklahoma “Information Security Policy, Procedures, and Guidelines” available at:

[www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

**Solicitation, Section A General Provisions, Subsection A.43 is hereby deleted in its entirety.**

**Solicitation, Section A General Provisions, Subsection A.44. is hereby deleted in its entirety and replaced with the following:**

The State and Supplier may modify the terms of this Contract in writing and executed by both parties at any time to allow for technologies not identified in this Contract. If there are repeated requests for an “emerging technology” and the parties feel it is warranted to add such technologies, the parties may include such technology hereunder or to issue an Addendum to this Contract.

**Solicitation, Section A General Provisions, Subsection A.45.1 through A.45.7 is hereby deleted in its entirety and replaced with the following:**

Cox is not developing any software or other Work Product for the State. This Contract is a service contract and no intellectual property is intended to be conceived or developed under this contract. The design of Cox’s services and its network, as well as any other pre-existing or newly developed intellectual property of Cox created during the term shall remain the sole property of Cox. To the extent there is custom configuration, modification, or development of software for the sole and exclusive use of the State in which the parties intend to convey certain ownership or license rights to the State, such rights shall be explicitly agreed upon by both parties in a separate written statement of work.

**Solicitation, Section A General Provisions, Subsection A.46.1 is hereby added:**

As to this provision, the parties clarify that no software is intended or expected to be developed or modified exclusively for a State Entity under this Contract.

**Solicitation, Section B Special Provisions, Subsection B.3.1 is hereby added:**

The parties clarify that this provision concerns only goods sold and not the provision of services.

**Solicitation, Section B Special Provisions, Subsection B.4 is hereby deleted in its entirety and replaced with the following:**

Except for Acquisitions subject to E-Rate and/or OUSF participation, Cox 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 or service 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 Cox has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. In the event the State increases the administrative fee it will provide Cox with sixty (60) days' written notice and an opportunity to submit a proportionate increase in its pricing subject to final CPO approval, increases up to 2% or the current CPI, whichever is higher, shall automatically be approved. If the State increases the administrative fee above 3% without accepting Cox's proportional increase in its pricing, Cox reserves the right to terminate the Agreement without penalty. Such proposed updated pricing shall be submitted within forty-five days from which notice was provided to Cox. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by Cox 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". Cox 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.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services  
Accounts Receivable  
5005 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73118-8500  
Attention: CFO

**Solicitation, Section B Special Provisions, Subsection B.5.1 is hereby deleted in its entirety and replaced with the following:**

The Supplier shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following yearly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract usage reports identifying, for the applicable Contract year, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of products purchased directly by all the State under the terms of this Contract.

Item detail usage reports identifying, for the applicable contract year, the following information to the extent applicable:

1. **Procuring entity**
2. **Order date**
3. **Purchase Order/P-Card #**
4. **Invoice Date**
5. **Invoice #**
6. **Manufacturer**
7. **Manufacturer #**
8. **Product Description**
9. **Product Category**
10. **Quantity**
11. **Unit MSRP/List Price**
12. **Unit Contract Price**
13. **Extended Price**
14. **Other contract usage information requested by the State of Oklahoma**
15. **E-Rate eligible products/ and services**

**Solicitation, Section B Special Provisions, Subsection B.6 (Web Site Requirements) is deleted.**

**Solicitation, Section B Special Provisions, Subsection B.13 is deleted and replaced with the following:** The parties acknowledge that Cox is providing communication services under the Contract and it is not expected that Cox will receive or handle any FTI during the course of the Contract. The State, State Entity, Interlocal Entity, Affiliate, or any other entity purchasing services shall not use the Services for FTI as the Services sold do not comply with IRS Publication 1075.

**Solicitation, Section B Special Provisions, Subsection B.14 is hereby added:**

During the term of this Contract, any State Entity, Interlocal Entity or Affiliate as defined herein, may utilize this Contract to enter into a Service Order mutually executed by Cox and the State Entity, Interlocal Entity or Affiliate. Under this contract, the State of Oklahoma bears no liability for the State Entity or Affiliate actions under a Service Order and the privies of contract exist solely between the Supplier and the State Entity, Interlocal Entity or Affiliate. Nothing herein absolves the State of any rights set forth in the Contract.

**Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

**GENERAL TERMS**

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

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## **A. Terms and Conditions Applicable to All Services**

### **A1. Billing and Payments.**

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

(b) **Taxes, Fees, and Surcharges.** As applicable to the Service(s), Customer shall also pay all applicable taxes, fees, and surcharges including, without limitation, sales, use, gross receipts, and/or excise taxes, access fees, universal service fund assessments, 911/E911 fees, franchise fees, bypass fees, other local, State and Federal taxes, surcharges, and any other assessments or charges (however described or designated) which are imposed on Cox's provision and/or Customer's use of the Services as set forth or referenced on Cox's pricing proposal (collectively, "Taxes, Fees, and Surcharges"). To the extent allowed by applicable law, Cox may also impose additional Taxes, Fees, and Surcharges on Customer to recover amounts that Cox is required by governmental or quasigovernmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs. The amount of these Taxes, Fees, and Surcharges may vary. Taxes, Fees, and Surcharges will be separately stated on the Customer's invoice. Customer shall be responsible for all applicable Taxes, Fees, and Surcharges (excluding taxes on Cox's income) referenced in this Agreement, pricing proposal or Exhibit A related to the provision or use of the Services by the due date on the invoice. To the extent allowed by applicable law, Customer is responsible for the payment of any and all taxes on Cox's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on Cox's invoices. Any taxes imposed by a local jurisdiction (e.g., County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. To the extent allowed by applicable law, Customer is responsible for the payment of any such Taxes, Fees, and Surcharges that subsequently become applicable retroactively. A surcharge, fee or tax is imposed on all charges for service originating at addresses in States which levy, or assert a claim of right to levy, a gross receipts tax on Cox's operations in any such State, or a tax on interstate access charges incurred by Cox for originating access to telephone exchanges in that State. This surcharge, fee or tax is based on the particular State's receipts tax and other State taxes imposed directly or indirectly upon Cox by virtue of, and measured by, the gross receipts or revenues of Cox in that State and/or payment of interstate access charges in that State. In the event that Customer believes that, with respect to the Services provided hereunder, Customer is tax-exempt under Federal or State law, Customer shall submit to Cox written verification of Customer's tax-exempt status including exemption certificates or State resale certificates acceptable to Cox and to the relevant jurisdiction.

(c) **Billing Disputes.** If Customer reasonably disputes an invoice in good faith, Customer shall: (i) pay all undisputed charges (ii) present a written statement of any billing discrepancies to Cox in reasonable detail together with appropriate supporting documentation, and (iii) negotiate in good faith with Cox for the purpose of resolving such dispute. In the event such dispute is mutually agreed upon and resolved in favor of Cox, Customer agrees to pay Cox the disputed amounts. If such dispute is mutually agreed upon and resolved in favor of Customer, Customer will receive a credit for the disputed charges and the applicable late fees, if any were paid by Customer, on the following month's invoice. Customer must dispute any invoice issues within ninety (90) days of the invoice due date to be considered.

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

A3. **Termination.**

(a) **Termination by Customer.** Customer may terminate any Service before the end of the Term as stated in the Service Order upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service for convenience before the end of the Term or Cox terminates due to the Default of Customer, unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) may be subject to price increases for the remaining Term. This provision survives termination of the Contract.

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

(c) **Termination by Cox.** Cox may terminate a Service Order, in whole or in part, for any of the following reasons: (i) Customer's late payment of a bill as defined in the Contract; (ii) Customer's failure to make a security deposit as requested by Cox; (iii) Customer's violation of, or noncompliance with, applicable law; (iv) Customer's refusal to permit Cox access to the Premises, including, without limitation, for installation, repair, recovery, maintenance, and/or inspection so long as date and time of access was agreed upon by Cox and Customer and inability to provide access is not due to circumstances outside the control of Customer; (v) Customer's interconnection of a device, line, or channel to Cox's facilities or equipment contrary to Cox's or industry standards; (vi) Customer's use of Services in such manner as to interfere with service to other customers; (vii) Customer's abandonment of the Service; (viii) Customer's use of the Services in a manner reasonably expected to frighten, abuse, torment, harm, or harass another; (ix) Customer engages in threatening, harassing or vexatious behavior towards Cox or its employees; or (x) Customer or its equipment interferes with the operational integrity of Cox's network. Cox may only terminate for reasons enumerates in (i) through (x) upon providing written notification of such intent to terminate and Customer's failure to address alleged non-compliance within thirty days' receipt of said notice of intern. To protect itself and/or its other customers, Cox may suspend or disconnect a Customer's Service for fraudulent or malicious intent or other acts, whether real or perceived, to defraud Cox or others. Cox shall provide Customer prompt notice of any such suspension or termination. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s). To the extent Customer's services are suspended, Cox shall not invoice Customer for Services during such period of suspension.

Cox may also terminate a Service Order , in whole or in part, upon thirty (30) days written notice to Customer (unless stated otherwise below) for any of the following reasons: (i) signal interference with any Service that Cox cannot resolve with commercially reasonable efforts; (ii) there is a material increase in Cox's costs to

provide the Service; (iii) Cox's franchise authority or other governmental authorization is cancelled or terminated; (iv) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Contract is impracticable or prohibited; or (v) there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency that affects (in Cox's sole determination) Cox's ability to provide the Services. Cox may also immediately terminate a Service Order prior to activation of Service if Cox determines, in its sole discretion, that the cost of providing Service(s) is unreasonable, excessive, and/or unexpected. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s).

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

(e) Cox may, in its commercially reasonable discretion, immediately terminate, suspend, and/or refuse to provide Services to any party engaged in the adult, gaming or gambling industries or any party engaged in offshore activities which are illegal under US law, or any party engaged in illegal activities or any party which is operating or located in embargoed countries. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s). To the extent Customer's services are suspended, Cox shall not invoice Customer for Services during such period of suspension.

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

A5. **Customer Responsibilities.** Customer is responsible for all internal wiring, Customer equipment (e.g. Customer phones, handsets, keystones, etc.), installation of hardware and software on Customer equipment, and arranging all necessary rights of access for Cox including space for cables, conduits, and Cox Equipment (defined herein) as necessary for Cox-authorized personnel to install, repair, inspect, maintain, replace, or remove any and all Cox Equipment. Customer shall provide space with electrical power, climate control and protection against fire, vandalism, and other casualty for Cox Equipment. Customer shall use the Services in compliance with all applicable laws, regulations, and ordinances, as well as applicable leases and other contractual agreements between Customer and third parties. Customer is responsible for ensuring that Customer's equipment is compatible with the Services selected and with the Cox network. Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced

with Cox's Service, that the signals emitted into Cox's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth herein, and that the signals do not damage Cox Equipment, injure its personnel or degrade service to other Customers. The magnitude and character of the voltages and currents impressed by Customer or its equipment on Cox Equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Cox Equipment and wiring or injury to Cox's employees or other persons. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Cox personnel, Cox Equipment, or the quality of service to other customers, Cox may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Cox may, upon written notice, terminate the Customer's service without liability. Cox shall not be liable for Customer's failure to fulfill any of its obligations and/or responsibilities, including those stated in this paragraph.

**A6. Customers With Building Alarm or Security Systems.** Customer shall be solely responsible for (i) all fire, security, surveillance or other alarm or automation equipment and systems, including any installation, inspection, maintenance, testing or monitoring relating thereto procured outside the Contract, (ii) ensuring the compatibility of the Service(s) with any such equipment and systems, and (iii) monitoring any battery back-up (including requesting a replacement battery upon battery exhaustion) provided by Cox in connection with the Service(s). Customer represents and warrants that its use of the Service(s) with any fire, security, surveillance or other alarm or automation equipment or system shall comply with all Federal, State or local laws, regulations, codes or requirements, including without limitation the National Fire Alarm and Signaling Code (as published by the National Fire Protection Association) and the International Fire Code (as published by the International Code Committee), as applicable. For the avoidance of doubt, any alarm, fire, security, surveillance, or other alarm or automation systems and related services, including video and monitoring service relating thereto, provided to Customer by Cox or its Affiliates will be provided pursuant to the terms of conditions of a separate Cox Security Services Agreement, and not this Agreement.

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

earlier termination of the Service Order. Customer is solely responsible for any damage to the Cox Equipment, beyond ordinary wear and tear, unless caused by the negligence or intentional misconduct of Cox. In the event the Cox Equipment is damaged, destroyed, or is not returned to Cox in good condition, Customer shall be responsible for the replacement value of the Cox Equipment. Customer may use the Services and the Cox Equipment for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (ii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services.

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

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

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

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

During the Term of the applicable Service Order, the Customer will not, nor will it permit others to (i) use the Customer Internal Distribution System (or any portion thereof) in a manner that causes interference with the

Services, or adversely impacts or violates Cox's rights under the Agreement; or (ii) modify or connect any other device to the Customer Internal Distribution System if such action could reasonably be expected to interfere with Cox's rights under this Agreement.

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

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

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

**A11. E-Rate Customers.** If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program, this paragraph shall apply. Customer shall apply annually to the Schools and Libraries Division of the Universal Service Administrative Company, "SLD" for E-Rate funding and Customer shall designate Cox as its provider of Services. Customer shall also provide Cox with all documentation that is in response to all queries, inquires and requests, including, without limitation, as part of the Program Integrity Assurance (PIA) process or any other requests for documentation within three (3) business days of receipt and/or delivery thereof. Customer also acknowledges that increases and decreases in funding for Services may occur from the SLD. If Customer is denied or loses SLD funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if Customer does not request enough funding to cover full payment for Services including for applicable Taxes, Fees and Surcharges, Customer is responsible for full payment to Cox for all Services and Cox may elect to decrease or discontinue the level of Services provided to Customer if full payment is not received. Further, as clarification, Customer is always responsible for payment in full for any E-Rate ineligible Services or charges. If full E-Rate funding is not received within six (6) months of the application date, or by the opening of the application window for the following funding year, then upon written notice to Customer, Cox may terminate the Service Order.

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

**A12. Compliance with AUP.** Customer (including any end users of the Service(s)) shall comply with the Cox Acceptable Use Policy("AUP") at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy) and applicable law at all times. If Cox modifies any portion of the AUP which the State deems to have a materially adverse effect on a Customer (an "AUP Modification"), the State will notify Cox of the applicable AUP Modification it takes issue with and the parties will make a good faith effort to resolve the issue within thirty (30) days after said notice. Cox may remove or delete any AUP Modification language (as it relates to the Customer's Contract with Cox only) via written notice to Customer to immediately resolve the disputed AUP Modification issue. If the parties do not resolve the AUP Modification issue within thirty (30) days after said notice with Cox declining to modify or delete the revised AUP Modification, either party may terminate the Contract without penalty upon thirty (30) days written notice to the other party. In particular, and without limitation, Customer shall not use the Service or any part of the Service in any manner which infringes or violates Cox's or any third party's copyright, patent, trade secrets, trademark, moral rights, right of privacy, right of publicity, or any other proprietary rights. Customer is solely responsible for ensuring that any and all end users of the Service(s), whether authorized by Customer or not, comply with this Section, including, without limitation, Cox's AUP. Customer shall comply in all respects with the Digital Millennium Copyright Act (DMCA), including without limitation by adopting and reasonably implementing, and informing all end users of the Service(s) of, Customer's "repeat infringer" policy under Section 512(i) of the DMCA. Cox may suspend and, in appropriate circumstances, terminate any Service or a portion of any Service on the applicable Service Order at any location, if Cox in its sole discretion reasonably believes Customer, or any end user of the Service(s), may be violating the AUP or this Section or may be using the Service(s) in violation of applicable law. Cox will make good faith efforts to limit the scope of said suspension or termination to the extent reasonably possible to address the AUP or violation of applicable law. Customer's Service Order shall be adjusted accordingly to reflect a reduction in rates and Services for terminated or suspended Services. Cox shall provide prompt notice to Customer should a Service be terminated for such reasonable belief. Cox shall not be liable for Cox's suspension or termination of Services arising from an alleged or actual violation of the AUP, this Section, or applicable law. Cox's termination pursuant to this Section of any Service that is part of a bundle offering shall not be a basis for termination of this Agreement by Customer. Cox shall not be liable to Customer for any failure to enforce the AUP or this Section. The

failure of Cox to enforce the AUP or this Section for any reason does not constitute a waiver of its right to do so at a later time.

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

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

A15. **Demarcation.** The "Demarcation Point" is defined as that point where Cox's responsibility for the maintenance and operation of the equipment and network facilities to deliver the Services to Customer terminates and where Customer's responsibilities begin. The Demarcation Point will be determined solely by Cox based on the applicable Service(s) ordered by Customer. For information purposes only and without representation that this is the specific Demarcation Point for Customer, the common demarcation point (1) for Cox's telephone Service is (a) the punch-down box installed by Cox at Customer's location, (b) the telephone closet within the Premises, or (c) the Cox-owned network equipment and the desktop telephones installed by Cox at Customer's location; (2) for Cox's video Service is either, as the case may be as determined solely by Cox for the applicable Service (i) the video wall jack, or (ii) the location of the final cable connection that hands off video feeds to the Customer Internal Distribution System (as defined herein); (3) for Cox's internet Service is the Ethernet port of the internet connection provided to Customer by Cox; and (4) for Cox's Wi-Fi Services is the Wi-Fi access point. Unless otherwise agreed by the parties, Customer is solely responsible for wiring, cabling, equipment and access beyond the applicable Demarcation Point(s) (i.e. on the Customer side of said Demarcation Point(s)).

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

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

A18. **Cancelled Appointment.** RESERVED.

A19. RESERVED.

A20. **LIMITATION OF LIABILITY/ DISCLAIMER OF WARRANTIES.** IN ADDITION TO ANY OTHER LIMITATIONS OF LIABILITY CONTAINED IN THE AGREEMENT AND EXCEPT FOR ANY SERVICE CREDITS PROVIDED IN ANY INCLUDED SERVICE LEVEL AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY NOT PROVIDED THROUGH COX UNDER THIS CONTRACT. NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE.

OTHER THAN WITH RESPECT TO (A) COX'S OBLIGATIONS TO INDEMNIFY CUSTOMER PURSUANT TO A.31 (PATENTS AND COPYRIGHTS) OF THE SOLICITATION, (B) BREACH BY COX OF SECTION A.28 OF THE SOLICITATION (CONFIDENTIALITY), OR (C) DAMAGE TO TANGIBLE PHYSICAL PROPERTY, BODILY INJURY OR DEATH ARISING FROM THIS AGREEMENT, TO THE EXTENT CAUSED BY COX'S NEGLIGENCE (COLLECTIVELY, THE "CARVEOUT CLAIMS"), IN NO EVENT OR UNDER ANY CIRCUMSTANCES SHALL (I) COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF ITS PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT OR PROVISION OF THE SERVICES REGARDLESS OF THE NATURE OF THE CLAIM AND (II) COX'S TOTAL AGGREGATE LIABILITY UNDER OR OTHERWISE ARISING FROM THIS AGREEMENT OR ANY SERVICE ORDER, REGARDLESS OF THE NATURE OF THE CLAIM EXCEED THE LESSER OF (a) THE FEES PAYABLE OR OWED BY CUSTOMER UNDER THE SERVICE ORDER OR (b) ANY OTHER APPLICABLE LIMITATION ON COX'S LIABILITY. COX'S TOTAL AGGREGATE LIABILITY FOR ALL CARVEOUT CLAIMS, ARISING FROM THIS AGREEMENT OR ANY SERVICE ORDER, REGARDLESS OF THE NATURE OF THE CLAIM, SHALL BE LIMITED TO FIVE MILLION DOLLARS (\$5,000,000.00).

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

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

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

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

A23. **Offshore Rights.** Notwithstanding any other language to the contrary between the parties, the Services and/or any indirect, ancillary or overhead service of Cox may be provided by Cox or any Cox Related Party outside the defined territories of the United States. Customer data (i.e. data provided directly in a tangible form from the State to Cox) shall not be stored outside the continental United States and may only be accessed remotely only as required to fulfill Cox's obligations under this Agreement.

A24. RESERVED

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

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

Service credits shall not be provided for any failures to meet the SLAs directly caused by: (i) Customer, its employees, agents or subcontractors, including without limitation any end users of the Service; (ii) failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) Customer's failure to provide Cox reasonable access to the Premises to access Cox Equipment; (iv) scheduled maintenance and repair; (v) misconduct or misuse of the Services by Customer (including violations of the AUP); (vi) a loss of service or failure of the Customer's internal wiring or other customer equipment; (vii) Customer's failure to release the Service for testing and/or repair to Cox; or (viii) a Force Majeure event. In addition, service credits shall not apply (a) for Service Interruptions not reported by Customer to Cox promptly after Customer first discovered the Service Interruption, (b) where Customer reports a Service Interruption, but Cox does not verify any Service Interruption, or (c) to any Service locations served via a third party (i.e. Type-II site). For any Type-II sites, Cox may pass through any service credits it receives from the third party associated with the Service not to exceed the service credit amount that Cox would have paid if it was not a Type-II site. To qualify for any service credit(s), Customer must request, in writing, the service credit within sixty (60) calendar days of a qualifying Service Interruption.

Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms and whether a service credit is to be issued. Customer must reasonably cooperate with Cox at all times in testing, determining and verifying the occurrence of a qualifying Service Interruption. In any calendar month, Customer's combined credits for the affected Services shall be limited to no more than one (1) full MRC for the affected Services. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for service credits are subject to review and verification by Cox.

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

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

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

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

If sent to the State:

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

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

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

If sent to Customer:

Address on Service Order

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

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

Information Services General Counsel

3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

If to Cox:

Address on the Service Order

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

Cox Communications, Inc.

Attn: Assistant General Counsel, Cox Business, Legal Department

6205-B Peachtree Dunwoody Road,

Atlanta, Georgia 30328

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

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

A30. **Shortage of Equipment or Facilities.** Cox reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond Cox's control. Cox maintains the right to apply protective controls, such as call gapping, which selectively cancels the completion of traffic carried over its network, including the traffic associated with any user's transmission to another carrier. In addition, Cox reserves the right to limit call duration when

deemed necessary to prevent network degradation and to optimize network efficiency of its telephone service. Cox will incur no liability for call interruptions resulting from Cox's efforts to avoid such degradation. The furnishing of service under the Agreement is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of Cox's fiber optic cable facilities as well as facilities Cox may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of Cox. The furnishing of service under the Agreement is subject to the availability of adequate numbering resources and may be subject to Cox's implementation of interconnection arrangements with the incumbent local exchange carriers.

A31. RESERVED.

A32. RESERVED.

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

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

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

**B1. Internet Services. FOR COX INTERNET SERVICES, IN ADDITION TO THIS PROVISION AND OTHER PROVISIONS CONTAINED IN THESE GENERAL TERMS, THE "COX INTERNET SERVICE DISCLOSURES" LOCATED AT [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures) SHALL APPLY.** If Cox modifies any portion of the Internet Service Disclosures hereafter which has a materially adverse effect on Customer (an "Internet Service Disclosures Modification"), Customer will notify Cox of the applicable Internet Service Disclosures Modification it takes issue with and the parties will make a good faith effort to resolve the issue within thirty (30) days after said notice. Cox may remove or delete any Internet Service Disclosures Modified language (as it relates to the parties' Contract only) via written notice to Customer to immediately resolve the disputed Internet Service Disclosures Modification issue. If the parties do not resolve the Internet Service Disclosures Modification issue within thirty (30) days after said notice with Cox declining to modify or delete the revised Internet Service Disclosures Modification, either party may terminate the Contract without penalty upon thirty (30) days written notice to the other party. **Cox Internet Services may consist of cable modem based Service and/or fiber delivered optical Internet Services. For each Internet Service, Cox shall provide Customer with Internet bandwidth connectivity, access, modem/gateway configuration (if applicable), and a static or dynamic IP address (if applicable) together with installation of the Services as provided under this Agreement. Customer shall be responsible for providing VPN software, firewalls, and related products and all other equipment beyond the Demarcation Point required to use the Services. For cable-modem delivered Internet Services, the bandwidth speeds identified for each Service may vary and such bandwidths shall be provided consistent with industry standards. Use of data, Internet, and web conferencing/web** hosting Services shall be subject to Customer and any end users complying with the AUP which may be found at [coxbusiness.com/acceptableusepolicy](http://coxbusiness.com/acceptableusepolicy). Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP

amendment shall constitute acceptance of the revised AUP. Cox may terminate or suspend Service if Cox reasonably determines that Customer or its users are violating the AUP, in accordance with Section A12 above. In the event of a conflict between the AUP and the terms in the Contract, the terms in the Contract control. For cable modem delivered Internet Services, Cox will supply a cable modem ("Cox Provided Modem") which may be subject to a one-time modem activation charge and a monthly modem rental fee, or Customer may provide its own modem (including through purchase from Cox if offered by Cox to Customer), provided that the Customer provided modem meets the requirements set forth below. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem may be described on Exhibit A. The one-time modem activation fee and monthly rental fee for a Cox Provided Modem is subject to change from time to time. Customer shall not tamper with, or attempt to reprogram the modem, including, but not limited to, "uncapping" the modem or affecting its bandwidth settings. Cox may terminate Internet Service to any modem that has been altered without approval from Cox following programming or installation by Cox. The Cox Provided Modem shall be deemed "Cox Equipment" as defined in these General Terms and title shall remain with Cox at all times. Cox network management needs may require Cox to modify upstream and downstream speeds.

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

**B3. IP Address/Domain Name Registration.** Cox allocates IP addresses to Customer according to InterNIC guidelines. All IP addresses assigned by Cox must be relinquished by Customer upon the expiration or termination of the applicable Service Order. IP addresses are subject to the IP policy in the AUP. Domain name registrations are subject to rules promulgated by the applicable domain name registrar, which may be amended from time to time. Customer shall consult its domain name registrar for complete information. Customer is responsible for payment and maintenance of domain name registration.

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

**B5. Customer Purchased WiFi Service.** Customer is responsible for providing the equipment necessary for Customer, and its end users, to access the Wi-Fi Service purchased by Customer. If Customer makes the Wi-Fi Service available to other persons for use, unless expressly provided otherwise, Customer shall implement an end user license agreement approved by Cox for acceptance by those end users in connection with the Wi-Fi Service access. Customer acknowledges and agrees that because Wi-Fi Service is wireless Internet access, Customer's, or its end users', transmissions could be intercepted by unauthorized persons and Customer assumes all risks associated with offering access to, and/or use of, the Wi-Fi Service provided by Cox under this Agreement. Customer agrees to waive all claims against Cox and the Cox Related Parties

for any damage, loss or liability Customer may suffer due to any person monitoring, intercepting, disclosing, or corrupting Customer's or its end users' communications using Wi-Fi-Service over Customer equipment. Without limiting the foregoing, Cox and the Cox Related Parties have no liability to Customer using the Wi-Fi Service through Customer for damage or loss to any computers or software, including losses or damages caused by viruses that may infect Customer's network, computers, devices (e.g., tablets, wireless phones or other peripherals), or other facilities through use of the Wi-Fi Service. When Customer uses the Wi-Fi Service, Cox, and/or any third party vendor utilized by Cox, may track and store Customer's IP address and the MAC address of the device accessing the Wi-Fi Service. Customer hereby consents to Cox and/or the Cox Related Parties' collection, use, transmission, processing and maintenance of such data in connection with provision of the Wi-Fi Service. Cox will provide this information to law enforcement personnel if requested pursuant to lawful subpoena or court order. ALTHOUGH COX HAS TAKEN COMMERCIALY REASONABLE STEPS TO PROVIDE A SECURE SYSTEM WITHIN LIMITATIONS EXISTING IN NETWORK AND COMPUTER INFRASTRUCTURE, COX MAKES NO REPRESENTATION OR WARRANTY THAT (A) COMMUNICATIONS OVER THE WI-FI SERVICE SHALL BE SECURE FROM UNAUTHORIZED ACCESS, INCLUDING WITHOUT LIMITATION, MONITORING, THEFT OF DATA OR CORRUPTION OF CONTENT, OR ANY OTHER DAMAGE AND (B) THAT CUSTOMER AND/OR ANY END USERS USING THE WI-FI SERVICES WILL NOT RECEIVE A VIRUS OR OTHER MALWARE THAT DAMAGES SUCH USERS COMPUTER(S), DEVICE(S) OR NETWORK FACILITY(IES). CUSTOMER ACKNOWLEDGES THE RISKS ASSOCIATED WITH ACCESS TO THE INTERNET AND HEREBY RELEASES AND WAIVES ALL CLAIMS AGAINST COX AND ANY COX RELATED PARTY FROM AND FOR ANY LIABILITY FOR UNAUTHORIZED ACCESS, FOR SECURITY BREACHES AND/OR ALL DAMAGES ARISING FROM SUCH UNAUTHORIZED ACCESS, LOSSES OR DAMAGES.

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

may be, in certain areas within the Premises to optimize network coverage; however, wireless coverage areas may change after installation due to Customer's relocation of equipment and environmental factors (i.e., neighboring wireless networks and other relevant factors). Customer must provide Cox with electric power outlets in sufficient quantity and voltage/power for the Cox Equipment. Customer must also provide Cox with adequate space on a flat counter top or side wall at the Premises to install the Gateway(s), with minimum dimensions of 8" x 24" per Gateway, and any other space necessary to permit the placement and adequate operation of any Cox Equipment for the provision of any Wi-Fi related Service purchased by Customer. Cox will provide Customer with basic remote support of the CBIG and Guest Wi-Fi Services at no charge. Basic remote support includes the following: Remote Access Enabled/Disabled, Primary SSID and password resets, Backup and Restore Gateway configuration files in "My Account", IP configuration, Wi-Fi Enabled/Disabled, Bridge Mode or Router Mode configuration, Time Zone/Daylight Savings, and Firewall Enabled (Medium or Low).

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

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

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

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

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

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

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

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

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

C3. **Tariffs/Service Guides.** If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guides for that State (the "SG"), which may be found at <http://www.cox.com/phonetariffs> and which terms are incorporated herein by reference. Tariffs and the SG apply to both residential and business services even if designated as residential on the web addressed referenced in the preceding sentence. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service.

C4. **911 Access.** Customer shall provide notice to Cox (i) at the time of execution of the Service Order or (ii) during the Term, at least 30 days in advance, if the Services are to be used to provide 911, E911, or NG911 capabilities to a public safety answering point, statewide default answering point, or appropriate local emergency authority (collectively "911 Access"). Cox may terminate this Agreement without liability as to any Services used to provide 911 Access at any time and for any reason by providing at least sixty (60) days' notice to Customer. Voice Services and Cox Equipment shall not be used for 911 Access prior to Cox's complete installation and activation of Services.

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

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

The toolbar and unified desktop applications without Unified Communications, where available, are add-on data features designed to assist communications to and from the phone line or seat, including the ability to direct calls to wireless and other phones when Customer is away from their office phone. The toolbar and unified desktop applications without Unified Communications do not provide two-way calling directly from desktop computers or laptops. Customer acknowledges that the toolbar and unified desktop applications without Unified Communications may not be used to access E911 Services when Customer is away from the office.

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

DISCONNECTION OR REMOVAL OF ANY EQUIPMENT OR OTHER SERVICE WITHOUT COX'S APPROVAL NECESSARY TO RECEIVE VOICE SERVICE, OR (F) REMOVAL, DISCONNECTION, DAMAGE TO, OR FAILURE TO CHARGE NECESSARY BACK-UP BATTERIES.

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

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

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

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

C9. **Universal Service Programs.** In connection with the FCC's Universal Service Orders, Cox will pay a percentage of its retail revenues to support the Universal Service Fund (USF). Cox passes through the USF assessment to Customer by assessing a charge applicable against all retail interstate and international charges, including Customer's usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. Cox's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at <http://www.fcc.gov/encyclopedia/contribution-factor-quarterly-filings-universal-service-fund-usf-management-support>. In States with individual State-sponsored Universal Service Programs, Cox will pay a percentage of its retail revenues to support the individual State funds. Cox will pass-through the funds' assessments, by State, to its customers by assessing a charge applicable against all retail intrastate charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and surcharges associated with the Customer's service. The State Universal Service Program assessment percentages are determined by each State's Fund Administrator.

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

AGREEMENT SHALL APPLY FOR NATIONAL NUMBERING FOR INTERRUPTIONS, DEGRATAIONS, OUTAGES OR OTHER ISSUES CAUSED BY A THIRD PARTY'S BROADBAND SERVICE OR EQUIPMENT.

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

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

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

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

C12. **RESERVED.**

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

C14. **Audio On Hold.** If Customer purchases or otherwise uses any audio on hold Services (including music on hold), CUSTOMER IS SOLELY RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL NECESSARY PERMISSIONS, LICENSES AND CLEARANCES FOR RECORDING, MODIFYING AND PERFORMING

COPYRIGHTED AND/OR PROTECTED MUSIC OR OTHER CONTENT IN CONJUNCTION WITH OR THROUGH AUDIO ON HOLD SERVICES. Cox has not secured (and will not secure) for Customer any permissions, licenses or clearances for the use of any copyrighted and/or protected music or other content and does not monitor Customer's use of audio on hold Services. Customer represents and warrants that any content and music provided by Customer or used by Customer through the audio on hold Services does not violate or infringe any intellectual property rights of any third parties, including copyright, trademark and publicity rights. Cox may terminate the audio on hold Services and any other Services if Cox believes that Customer has violated the rights of any third parties.

C15. **Telephone Calls with Intent to Annoy.** Cox may discontinue Service to any Customer, who, with intent to annoy, telephones another and uses any obscene language or makes any threat to inflict injury to any person or property. Cox may discontinue Service of any Customer, who with intent to annoy, repeatedly telephones another without disclosing his/her true identity to the person answering the telephone, whether or not conversation ensues during the telephone call. Cox may, at its discretion and subject to applicable law, terminate Service to any Customer who establishes a pattern of behavior with respect to the Services that is intended to vex, harm, intimidate, harass or annoy Cox, its employees, agents or other Cox customers or users of the network. A pattern of behavior is intended to vex, harm, intimidate, harass or annoy if it disturbs, irritates or interrupts Cox's operations through continued and repeated acts, or disturbs, irritates, or interrupts Cox customers or users of the network through continued and repeated acts. Prior to disconnection of Service for calls described above, Cox will make reasonable efforts as determined in Cox's sole discretion to persuade the Customer placing such calls to cease all such activity. If such activity persists, Cox may, at its option, disconnect Service. Telephone calls shall include Customer's usage of facsimile, paging or any other communication devices to access the service provided by Cox. Cox may disconnect Service to any Customer who violates 47 U.S.C. §227, Restrictions on the Use of Telephone Equipment.

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

C17. **Interconnected VoIP (iVoIP) Services.** For purposes of this Agreement, the iVoIP Services shall include the following Cox Services and features: Cox VoiceManager, Hosted IP-PBX Services (IP Centrex), SIP Trunking, PRI Personal Mobility, and any other Cox Service or feature that (i) enables real-time, two-way voice communications; (ii) requires a broadband connection and may require IP-compatible Customer equipment; and (iii) permits Customer to receive telephone calls from and initiate calls over the Public Switched Telephone Network. These General Terms contain descriptions and charges, including but not limited to, charges for the Network Interface Fee and Services such as Directory Assistance, Directory Listing, Operator Services and other ancillary services that may be provided with the iVoIP Services. Customer acknowledges that long distance calling Services used with iVoIP Services are subject to the rates, terms and conditions of the applicable Cox tariff or SG as referenced in the Agreement. Additional charges may apply for optional features and Services selected by Customer. Cox reserves the right to conduct a site survey at the Premises at an agreed upon time and at no cost to Customer prior to provisioning any of the iVoIP Services and may require Customer to obtain additional equipment, if necessary, for optimal installation and operation of the Service. For Cox VoiceManager IP Centrex Service only, Cox shall provide Customer with Layer 2 switches for connectivity from the IP telephones to Cox's demarcation equipment; however, if Customer elects to use its own Layer 2 switches, Cox (or its designated agents or contractors) reserves the right to perform a prequalification assessment at an agreed upon time and at no cost to Customer of Customer's equipment in order to confirm that such equipment meets Cox's required network specifications. Unless otherwise provided in this Agreement, Cox shall only configure one (1) data VLAN for all non-Cox traffic if Customer agrees to use Cox-provided Layer 2 switches. Cox shall have no obligation

to configure multiple VLANs or to modify switch configurations. Customer is solely responsible for DHCP, security, NAT, PAT, and other LAN services for the data VLAN. If Cox uses Customer's Layer 2 switches or any other equipment provided by Customer (i.e, routers and firewalls) in connection with the Cox VoiceManager IP Centrex Service, Cox shall not be responsible or liable for any Service interruptions or outages related to Customer's equipment including, without limitation, improper configuration of such equipment or failure to properly repair or maintain such equipment. Any telephones or other equipment provided by Cox to Customer in connection with the Cox VoiceManager IP Centrex Service shall be deemed to be Cox Equipment.

C18. **Early Termination of Cox Business VoiceManager IP Centrex Service Seats.** Unless otherwise agreed to in writing by both parties, Customer agrees to limit requests to adjust the number of Cox Business VoiceManager IP Centrex Service Seats to one change per month. For purpose of this Agreement, "Seats" means the maximum number of Customer's users of Cox Business VoiceManager IP Centrex Service permitted at any one time.

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

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

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

(c). The liability of Cox and/or any Cox Related Party arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's Service and in no event shall exceed one-half the amount of the fixed monthly line charges applicable to Voice Service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of Cox and/or any Cox Related Party shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs. Neither Cox nor any Cox Related Party shall be liable for the errors of third party entities involved in the Directory Listing process.

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

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

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

C21. **Voice Services Surcharges and Fees.** Except as set forth in the Contract, Cox may invoice Customer and Customer shall pay all Taxes, Fees, and Surcharges applicable to the Voice Services, including, without limitation the following:

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

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

A list of Taxes, Fees, and Surcharges that may apply are set forth on Attachment A.

C22. RESERVED.

#### **D. Terms and Conditions Applicable to Video Services**

In addition to all provisions in Section A above, the provisions of Section D shall also apply to all video Service(s) including, without limitation, a 'Cox Business TV' package, 'Contour on Campus', and 'Bulk TV Subscriptions':

D1. **Video Service.** If Customer is purchasing video Service, Cox shall provide video Services to the Demarcation Point as more specifically set forth herein, and Customer shall be responsible for the Customer Internal Distribution System and distribution of the signal past the Demarcation Point. Cox will deliver to Customer its standard channel lineup, video programming channels and video signals for the applicable Service Area (except as otherwise required by applicable law), and such lineups and signals are subject to change from time-to-time by Cox in its sole discretion. In order to receive the Service, Customer must have the necessary equipment to receive the Service (e.g. TVs, monitors, circuits, etc.) and, at all times during the Term, Customer is responsible for ensuring that such equipment is compatible with the Service. For example, if Cox provides Customer with an encrypted signal for the Service, Customer must have equipment with decryption capabilities that are satisfactory to Cox.

The rates charged for video services is on a per outlet basis. Customer shall not add or attempt to add additional video outlets using the video signal feed provided by Cox, without Cox's prior written consent. Customer is responsible for the costs of all additional video outlets that receive the video signal feed provided

by Cox. Customer must notify Cox of any additional video outlets that receive the Cox video feed during the Term of the Service Order.

Customer acknowledges and agrees that (i) the programming and information contained in the Service may not be changed or altered by Customer or its agents; (ii) because Cox makes use of certain programming owned by others in providing the Service, Cox is not guaranteeing the provision or future availability of any particular program or channel, and (iii) Customer will make no claims nor undertake any legal action against any person or entity, including Cox's programmers or vendors, if certain programming is interrupted, discontinued or substituted. Customer shall have no claim against Cox if any video or music channel is modified or deleted by any programmer supplying such content to Cox. Cox may restrict the display of certain programming or video Services to certain locations within the Premises. If Customer engages in a public performance of any copyrighted material contained in any of the video or music Services provided under this Agreement, including, without limitation, for the unauthorized showing of a Pay-Per-View event or movie, the Customer, and not Cox, shall be solely responsible for obtaining any public performing licenses and for all corresponding charges and liability. Customer is subject to additional surcharges for outlets located in bars and/or restaurants that receive said video Services. For certain channels and programming, Customer may need to negotiate directly with the programming rights holders. In addition to any fees Customer may be responsible for to a third party, Cox may also charge Customer a separate authorization fee as determined solely by Cox. Customer shall only order Pay-Per-View programming directly from Cox.

If Cox provides digital video recorder (DVR) equipment and service ("DVR Equipment and Service") to Customer, the following shall apply: With respect to DVR Equipment and Service, Customer acknowledges and agrees that (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the DVR Equipment and Service, including, without limitation, any necessary reproduction or public performance licenses; and (ii) Cox does not monitor or control the Customer's use of the DVR Equipment or Service and does not have access to any content Customer may record using the Equipment or Service. Notwithstanding the foregoing, Cox reserves the right, at Cox's option, to discontinue the Service(s) and/or remove the DVR Equipment with notice and during regular business hours (or immediately if an on-site visit is not needed) if Cox discovers that Customer uses or has used the DVR Equipment or Service in a manner that violates any applicable law or regulation or that actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights.

**D2. Video Service Surcharges.** If Customer receives video service from Cox under this Agreement, then Customer is subject to a monthly "Broadcast Surcharge" fee.

Beginning April 1, 2017, Cox may, in its sole discretion, charge Customer a "Regional Sports Surcharge" based on the package and channels provided by Cox to Customer.

**D3. Premium Channels.** If Customer purchases any Premium Channels video package from Cox this provision shall apply. With respect to Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime, etc.), Customer acknowledges and agrees that: (i) Customer, and not Cox, is solely responsible for obtaining any copyright licenses necessary for Customer to use the Premium Channels, including, without limitation, any necessary reproduction or public performance licenses and (ii) Cox makes no representations or warranties about the availability of the Premium Channels. Notwithstanding the foregoing, Cox reserves the right, at Cox's sole option, to discontinue the Service and/or remove the Premium Channels immediately if Cox discovers that Customer uses or has used the Premium Channels or Service in a manner that violates any applicable law or regulation or actually or allegedly infringes or violates any third party's copyright, literary, privacy, patent, trademark or any other intellectual property or proprietary rights. If the entire Service Order is not terminated, Customer's Service Order shall be adjusted accordingly to reflect the terminated Service(s). For technical reasons, Cox may have to provide signal feeds for several Premium Channels (e.g. HBO, Cinemax, Starz, Encore, Showtime), up to the Demarcation Point. However, for the avoidance of doubt, past the Demarcation Point, Customer is only authorized to receive the signal for the channel(s) that it has specifically purchased, even if Cox provides signals for several channels up to the Demarcation Point. If Customer or any end user receives or attempts to receive a signal for a Premium Channel past the

Demarcation Point and such channel is not purchased by Customer, this shall be deemed a material breach of the Agreement by Customer, and Cox reserves the right to terminate the applicable portions of the Service Order after providing written notice to Customer and Customer's failure to either cease using or remit payment for such channel within thirty days' receipt of written notice. Cox reserves the right to audit the Premises receiving Services with reasonable notice and during normal business hours to determine if Customer is receiving any signals for any channels that Customer is unauthorized to receive. Such audit is limited to once per calendar year.

D4. **Analog to Digital Transition.** During the Term, Cox may, in its sole discretion, transition certain or all channels in the standard channel lineup from an analog transmission to a digital transmission. In such event, Customer shall be required to rent from Cox either a digital receiver box/set-top box for each video outlet or digital insertion equipment in order to continue receiving such channels. Customer shall be solely responsible for the payment of the rental fee for the digital boxes and said rental fee is subject to change from time to time. Cox will add said rental fee to Customer's monthly invoice. If digital insertion equipment is required, Customer may be charged an installation fee, and title to the digital receiver/set-top box and any digital insertion equipment shall remain with Cox at all times. Cox may, in its sole discretion, require a site survey on the Premises to identify the number of digital boxes needed. Customer acknowledges that its refusal to cooperate with or provide access to Cox to administer the digital transition may result in certain or all channels becoming unavailable. Notwithstanding anything to the contrary in the Agreement, Customer's (i) failure to pay the rental fee for each digital box in accordance with this Agreement, including notice and cure requirements or (ii) Customer's refusal to cooperate or provide reasonable access with notice and during normal business hours to Cox to administer the transition, shall each be a material breach of the Agreement permitting Cox to immediately terminate the applicable Service Order, in whole or in part, due to Customer's breach. As clarification, the digital box rental fee is a separate 'fee' the Customer is obligated to pay and shall not be considered an increase in the rate of Service. Cox, at all times, shall retain ownership of the digital box and all other equipment provided to Customer by Cox, and the digital box and such equipment shall be deemed "Cox Equipment" as defined herein.

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

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

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

E2. **Cox Email Account.** Cox may, with at least thirty (30) days prior notice, terminate or suspend all or any portion of a Cox email account(s) provided to Customer. Any such termination or suspension shall be made by Cox in its sole discretion and Cox will not be responsible to Customer or any third party for any damages that may result or arise out of such termination or suspension of Customer's email account(s) and/or access to the service. Customer must log into its email account(s) using a desktop browser at least once per year.

E3. **Transport Service Outside the Continental United States.** If Customer purchases data transport Services from Cox within the United States and Customer requests that such data transport Services connect to data transport services outside the continental United States ("International Services"), Customer authorizes Cox to act as its agent to purchase such International Services on behalf of Customer from an International Service Provider that is authorized to provide such services in the applicable International location. Customer agrees to abide by the applicable acceptable use policy and all other terms and conditions required by the International Service Provider for such International Services. Customer hereby further authorizes Cox, as Customer's purchasing agent for such International Services, to receive any billing invoices directly from the International Service Provider and to submit and/or dispute payment(s) on Customer's behalf during the term of the services agreement for said International Services provided that in no event shall such actions by Cox relieve Customer's responsibility for payment for such International Service charges. Customer acknowledges and agrees that Cox, in its discretion, may combine into one (1) monthly invoice any Service charges and related fees and taxes for the International Services with any

Service charges and related fees and taxes for Cox Services. Customer agrees to pay such invoice in accordance with the terms and conditions of this Agreement. In exchange for Cox's service as a purchasing agent for Customer's International Service, Customer agrees to pay Cox a management fee (to be determined by Cox in its sole discretion), which fee shall be included in Customer's invoice. Any taxes and fees billed to or incurred by Cox related to the International Services shall be the sole responsibility of the Customer. Cox reserves the right to terminate the Transport Services Outside the Continental United States at any time upon written notice to Customer.

E4. **Terms and Conditions Applicable to DDoS Services.** In the event that Customer chooses to purchase any DDoS Services from Cox, Customer's receipt, use and purchase of such DDoS Services shall be subject to the terms and conditions of this Agreement, and the "DDoS Mitigation Services Terms and Conditions," which shall be negotiated between the State and Cox in good faith at that time in an Amendment to this Agreement. In the event of a conflict between the DDoS Terms and any other term or condition of the Agreement, the DDoS Terms shall control with respect to the purchase and/or use of the DDoS Services.

E5. **Dark Fiber Services.** This Agreement is not intended for dark fiber services. Notwithstanding anything to the contrary in this Agreement, if dark fiber services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) days' written notice to Customer.

E6. **Colocation Services.** This Agreement is not intended for colocation services. Notwithstanding anything to the contrary in this Agreement, if colocation services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) business days' written notice to Customer.

E7. **Cox Business Security Solutions.** This Agreement is not intended for Cox Business Security Solutions or any other business security product. If said services are covered under this Agreement, Cox reserves the right, in its sole discretion, to terminate this Agreement (or any portion thereof) upon five (5) business days' written notice to Customer.

EXHIBIT A  
PRICING PROPOSAL

**Exhibit A to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

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

**Service Level Agreement for Bulk Video Services**

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

for the applicable month for each 24 hour period or fraction thereof

**A. Network Availability.** The Cox network shall be available for use by Customer with the Services provided under the Agreement at least 99% of the available time (“Network Availability”). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in each calendar month and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section C of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Network Availability performance standard of 99%.

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

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

<i>Services Interruption Length</i>	<i>Credit</i>
Less than 24 continuous hours	None
24 hours or more	1/10 of monthly MRC for the affected Bulk Video Service due

**3. Major Outage.** If three (3) times during the term of the Agreement, the Services to the Customer experience a Service Interruption for a period greater than One (1) business day, (“Major Outage”) other than as a result of the causes set forth in Section A.3 above, Customer may terminate the affected Bulk Video Service without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 3. Within thirty (30) days of the occurrence of the 3<sup>rd</sup> Major Outage Customer shall notify Cox in writing of its election to terminate the affected Bulk Video Services and this Agreement shall terminate upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3<sup>rd</sup> Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate the affected Bulk Video Services under this Section 3 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 3, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

**B. Trouble Reports.** Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 1-844-239-2214. A “Trouble Report” means any report made by Customer relating to the Services or the equipment provided by Cox.

**1. Priority Levels.** In the event Cox receives a Trouble Report from Customer prior to 12:00 p.m. in the time zone where the Customer is located, Monday through Friday, excepting Holidays, Cox shall respond to the Trouble Report within the following time frames subject to the Exceptions contained in Section C (the “Repair Service Levels”).

**a. Critical Priority** which is defined as the Bulk Video Service is continuously unavailable to seventy-five percent (75%) to one hundred percent (100%) of users. Cox shall provide updates every hour and

repair the problem within one business days of notice from Customer.

- b. **High Priority** which is defined as unavailability of Bulk Video Services to twenty-five percent (25%) to seventy-five percent (75%) of users and that has a business impact, but a workaround exists. Cox shall provide updates every 24 hours and resolve the problem within 3 business days of notice from Customer.
- c. **Medium Priority** which is defined as a deficiency in the Bulk Video Service where a workaround exists that does not have a business impact. Cox will provide updates every 3 business days and resolve the problem within 15 business days of notice from Customer.
- d. **Low Priority** which is defined as suggestions or requests for service improvements with Bulk Video Service being operational without business impact. Cox shall provide updates every 5 business days and responses/repairs with 30 days of notice from Customer.

Holidays shall mean: New Years Eve and New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day, Martin Luther King Day, President's Day, and Veteran's Day.

2. **Service Level Remedy.** If Cox fails to meet the Repair Service Levels set forth herein more than three (3) times

during the Term of this Agreement, Customer may, at its option, terminate the affected Bulk Video Service without further liability to Cox, including termination charges, by providing Cox with prior written notice. The termination rights contained herein are Customer's sole and exclusive remedy for the failure of Cox to meet the Repair Service Levels.

**C. Exceptions to Service Level Remedy.** The credits in Section A.2 of this SLA and the termination rights in Section A.3 and Section B.2 of this SLA shall not apply for Service Interruptions or delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events; (v) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (vi) due to scheduled maintenance and repair; (vii) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (viii) caused by fiber optic cable cuts on the Customer's property which are not the fault of Cox; (ix) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; (x) due to Force Majeure events; or (xi) for any failure of any programmer or network or any third party to provide content on any channel. **In no event shall Customer receive more than One (1) month's MRC for the affected Bulk Video Services as credit under this SLA in any thirty (30) day period regardless of the number of Service Interruptions or outages.**



Exhibit B to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014

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

## Cox Business Internet Service Level Agreement

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

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

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

the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

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

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

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

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

**C. Data Delivery.** Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered



per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

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

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

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

2.

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

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

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

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

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

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

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

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

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



Exhibit C to  
Attachment B to  
Addendum 1 to

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

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

Cox Fiber Internet  
Service Level Agreement

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good



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



Exhibit D to  
Attachment B to  
Addendum 1 to

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

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

Cox Optical Internet  
Service Level Agreement

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

A. **Network and Service Availability.** Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit (“Service Availability”). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

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

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

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

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

**IV. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs for Service Availability, Network Latency, Data Delivery, Service Interruptions, or Service Repair: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer’s internal wiring or other Customer equipment; or (vii) due to Force Majeure events. For purposes of this SLA, **V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer’s combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for COI Services. Furthermore, in any calendar month, customer’s combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for COI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.



**Exhibit E to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

The Cox Ethernet WAN (E-WAN) Private Line Transport Service Level Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Cox Oklahoma Telecom, L.L.C. or discussed by the parties.

**Cox Ethernet WAN (E-WAN) Private Line Transport Service  
Service Level Agreement**

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

**A. Network Availability.** The Cox network shall be available for use by Customer with the Services provided under the Agreement for at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit (“Network Availability”). Network Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Network Availability performance standard.

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

in Section II of this SLA and ends when Cox restores the Services to Customer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IV. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for failure to meet SLAs: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; or (vii) due to Force Majeure events. **V. Limitations.** With respect to all credits under this SLA, no credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for Services. Furthermore, in any calendar month, Customer's combined credits for Network Latency, Data



Delivery, or Service Interruptions will be no more than one (1) full MRC for Ethernet WAN Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox.



**Exhibit F to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

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

**Cox LightWave Service  
Service Level Agreement**

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

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

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

the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

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

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

Cox LightWave Service - EPO	
<i>Services Interruption Length</i>	<i>Credit</i>
< 30 minutes	None
≥ 30 minutes	50% of MRC

**B. Chronic Outage.** If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, (“Chronic Outage”) other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section I(B). Within thirty (30) days of the occurrence of the 3<sup>rd</sup> Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox’s receipt of such notice. If Customer fails to notify Cox within thirty (30)



days of the 3<sup>rd</sup> Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(B) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(B), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

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

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

**III. Service Installation Intervals.**

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

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

for LightWave Services installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

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

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

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

**Exhibit G to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. Service Interruption Credits.** A Credit Allowance will be applicable in any month during the term of the Contract when there is a Service Interruption that qualifies for a credit



allowance. The Credit Allowance shall be the applicable credit, identified in the table below, of the monthly recurring charges (“MRC”) associated with the Affected Port. The Credit Allowance will not include credits for any Ports determined to be in good working order. The amount of the Credit Allowance shall be as follows:

**Cox – Layer 2 VPN Services**

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

**Table 1.0**

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

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

**Service Quality Measurement Network Segments:**

**Core Network Measurements:**

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

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

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

**Access to Core Network Measurements:**

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

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

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

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

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% ( < 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	HFC based VPN access	Priority Data	99.9% ( < 43 min/mo)	99.75%	16 ms.	N/A
	TYPE II	Priority Data	99.9% ( < 43 min/mo)	N/A	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% ( < 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
National (<4,349miles)	Real Time	99.99% ( < 4 min/mo)	99.985%	50 ms.	2 ms.	
	Interactive			52 ms.	3 ms.	
	Priority Data			56 ms.	N/A	
	Best Effort			N/A	N/A	

Table 2.0

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

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

**III. Service Installation Intervals.**

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

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

**2. Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for Installation

Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer’s premises due to restrictions by Customer’s landlord or property owner; (iii) due to the public utility company restricting Cox’s access to necessary conduits or wiring in Customer’s building or property; or (iv) due to Force Majeure events.

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

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

**Exhibit H to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

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

**Cox IP-VPN  
Service Level Agreement**

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

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

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

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

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

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

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

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

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

**A. Service Availability.** Service Availability is defined by Cox as the ability to send or receive packets via a given Port inclusive of the local loop and Demarc. A Port shall be

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

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

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

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

**Table 1.0**



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

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

**Service Quality Measurement Network Segments:**

**Core Network Measurements:**

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

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

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

Packets that transverse between pairs of Cox network node in a given core network segment. Jitter designated by CoS will be in accordance with Table 2.0, averaged on a monthly basis.

**Access to Core Network Measurements:**

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

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

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

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

Network Segment	Region / Distance band	CoS	Service Availability	Data Delivery Ratio (two way)	Latency (two way)	Jitter (two way)
Access to Core	Fiber based VPN access	Real Time	99.99% (< 4 min/mo)	99.9%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
Access to Core	HFC based VPN access	Priority Data	99.9% (< 43 min/mo)	99.75%	16 ms.	N/A
		TYPE II	Priority Data	99.9% (< 43 min/mo)	N/A	N/A
Network Core	Metro (<155 miles)	Real Time	99.995% (< 2 min/mo)	99.99%	10 ms.	2 ms.
		Interactive			12 ms.	3 ms.
		Priority Data			16 ms.	N/A
		Best Effort			N/A	N/A
	State (<400miles)	Real Time	99.995% (< 2 min/mo)	99.99%	20 ms.	2 ms.
		Interactive			22 ms.	3 ms.
		Priority Data			26 ms.	N/A
		Best Effort			N/A	N/A
	Regional (<755miles)	Real Time	99.995% (< 2 min/mo)	99.99%	30 ms.	2 ms.
		Interactive			32 ms.	3 ms.
		Priority Data			36 ms.	N/A
		Best Effort			N/A	N/A
National (<4,349miles)	Real Time	99.99% (< 4 min/mo)	99.985%	50 ms.	2 ms.	
	Interactive			52 ms.	3 ms.	
	Priority Data			56 ms.	N/A	
	Best Effort			N/A	N/A	

Table 2.0

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



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

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

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

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

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

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

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

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

**Exhibit I to  
Attachment B to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

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

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

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

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

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

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

**A.2. Service Interruption Credits for Network Availability.** A credit for Service Interruption is only available on Service Contracts with a term of one year or longer and is effective as of the first day of the second month after installation. A Credit Allowance will be given in any month during the term of the Contract when there is a Service Interruption that qualifies for a credit allowance.

The Credit Allowances will be calculated only with respect to the affected Services and not all charges under the Contract. The credits listed below will not exceed the MRC of the affected Service. Customer may receive Service Interruption credits for a maximum of four months in any 12 month period. The amount of the Credit Allowances shall be as follows:

Fiber Transport

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

Coax Transport

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

Type II Service

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

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

**A.3. Exceptions to Credit Allowance.** Credit Allowances shall not be provided for Service Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to



scheduled maintenance and repair; (v) caused by or due to violations of the Cox ACC Local Exchange Service Tariff, Section 2.5.6; (vi) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (vii) due to Force Majeure events. Credit Allowances for Service Interruptions shall not be provided if: (i) Customer is in breach of its Contract with Cox; (ii) Customer has a past due balance with Cox under the Contract; or (iii) Customer is otherwise not in good financial standing with Cox. In no event shall Customer receive more than one month's MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages.

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

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

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

**A. Service Response and Resolution.** In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within 30 minutes. If the

Trouble Report is the result of an electronic component failure, the maximum restoration time is 4 hours. If the Trouble Report is the result of a coax or fiber optic cable failure, the maximum restoration time is 8 hours. For Type II Services, Service Response and Resolution will be subject to the SLAs provided by the Type II Carrier.

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

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

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

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

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

Unless otherwise expressly agreed in writing by an authorized Cox Business representative, the service levels and outage credits set forth in this Service Level Contract constitute customers' sole and exclusive remedy with



respect to any interruption, degradation, or cessation of Service and supersedes any and all prior agreements, promises, understandings, statements, representations or warranties of any kind charges. Contract

**Attachment C to  
Addendum 1 to  
STATE OF OKLAHOMA CONTRACT WITH COX OKLAHOMA TELECOM, L.L.C.  
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT NO. 1014**

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

Customer Account Number:	System Address
Order Form Date:	

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

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

**Special Terms and Conditions**

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

**Customer**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Cox Oklahoma Telcom, LLC; CoxCom, LLC dba Cox Business**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_