Agenda Item Details

Meeting	Jun 10, 2024 - Workshop Meeting
Category	7. Consent Agenda
Subject	7.5 Renewal of ITB 21-06 Internet Services, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	67,980.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Motion to approve the renewal of ITB 21-06 Internet Services in the amount of $67,980.00, effective July 1, 2024, through June 30, 2025.

Public Content

Request approval to renew ITB 21-06 Internet Services. The awarded vendor is Cox Business in the amount of $67,980.00. Funds will be paid from FY25 General Fund, and copies of the renewal documents are attached. The contract is effective July 1, 2024, through June 30, 2025.

For additional information, please contact Eric Mitchell, Director, IT & MIS, at (850) 689-7153.

RENEWAL DOCUMENTS.pdf (522 KB)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

THE SCHOOL BOARD OF OKALOOSA COUNTY
APPROVED 6/10/24 Board Meeting

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SCHOOL DISTRICT OF OKALOOSA COUNTY
Purchasing Department

SUPERINTENDENT OF SCHOOLS
MARCUS D. CHAMBERS

ATTORNEY TO THE BOARD
C. JEFFREY McINNIS, ESQ.

PGM. DIRECTOR - PURCHASING
VINCE WINDHAM, CPPB

BOARD MEMBERS
TIM BRYANT
LINDA EVANCHYK
MARTI GARDNER
DIANE KELLEY
LAMAR WHITE

March 29, 2024

Cox Business
Attn: Carol Knight
3405 McLemore Drive
Pensacola, Fl 32514

Ms. Knight:

On January 25, 2021 The School Board of Okaloosa County, Florida approved the award of ITB 21-06 Internet Services. The original award was for the period of July 1, 2021 through June 30, 2022. On June 13, 2022 the first renewal was approved for the period of July 1, 2022 – June 30, 2023. On February 27, 2023 the second renewal was approved for the period of July 1, 2023 – June 30, 2024.

Bid terms stated that the School Board has the option, with the consent of the successful vendor, to renew the bid for four (4) additional one (1) year periods. We would like to request that this bid be renewed for the third time for the period of July 1, 2024 through June 30, 2025.

Please check one of the responses below indicating your decision regarding this request. Sign and return this letter, along with a completed copy of the enclosed Federal Debarment Certification and Scrutinized Company Certification to my attention as soon as possible. To expedite, feel free to email your response to Shanna Duncan at shanna.duncan@okaloosaschools.com.

Thank you for your consideration. We look forward to doing business with you for another year.

Sincerely,

Vince Windham,
Program Director of Purchasing

_X__ I agree to renew the bid adhering to original terms and conditions, including pricing for an additional one-year period through June 30, 2025. The CSA is the parties' renewal agreement following this intent to renew.

____ I decline to renew the bid for an additional one-year period.

Signature* DocuSigned by: Jonathan Tucker 2BF12A3292AC438... Title Director

Jonathan Tucker Date 5/20/2024

Please print name

**Note: Must be signed by an officer or employee having the authority to bind the company or firm.*

PURCHASING DEPARTMENT - ADMINISTRATIVE COMPLEX – 120 LOWERY PLACE S.E.
FORT WALTON BEACH, FLORIDA 32548
TELEPHONE (850) 833-7668 FAX (850) 833-6327

PRICING - INTERNET ACCESS: Primary Location - Central Administration Complex, Niceville, FL

Bandwidth Speed	*Cox Communications Gulf Coast*	
	Monthly Cost	*One Time Charge*
500 Mbps	$1,665.00	No Charge
1 Gbps	$2,175.00	No Charge
1.5 Gbps	$2,830.00	No Charge
2 Gbps	$2,830.00	No Charge
2.5 Gbps	$3,295.00	No Charge
3 Gbps	$3,295.00	No Charge
3.5 Gbps	$3,675.00	No Charge
4 Gbps	$3,675.00	No Charge
4.5 Gbps	$4,000.00	No Charge
5 Gbps	$4,000.00	No Charge
5.5 Gbps	$4,285.00	No Charge
6 Gbps	$4,285.00	No Charge
6.5 Gbps	$4,540.00	No Charge
7 Gbps	$4,540.00	No Charge
7.5 Gbps	$4,775.00	No Charge
8 Gbps	$4,775.00	No Charge
8.5 Gbps	$4,995.00	No Charge
9 Gbps	$4,995.00	No Charge
9.5 Gbps	$5,195.00	No Charge
10 Gbps	$5,195.00	No Charge

PRICING - INTERNET ACCESS: Secondary Optional Location - Carver-Hill Administration Complex, Crestview, FL

Bandwidth Speed	*Cox Communications Gulf Coast*	
	Monthly Cost	*One Time Charge*
500 Mbps	$1,665.00	No Charge
1 Gbps	$2,175.00	No Charge
1.5 Gbps	$2,830.00	No Charge
2 Gbps	$2,830.00	No Charge
2.5 Gbps	$3,295.00	No Charge
3 Gbps	$3,295.00	No Charge
3.5 Gbps	$3,675.00	No Charge
4 Gbps	$3,675.00	No Charge
4.5 Gbps	$4,000.00	No Charge
5 Gbps	$4,000.00	No Charge
5.5 Gbps	$4,285.00	No Charge
6 Gbps	$4,285.00	No Charge
6.5 Gbps	$4,540.00	No Charge
7 Gbps	$4,540.00	No Charge
7.5 Gbps	$4,775.00	No Charge
8 Gbps	$4,775.00	No Charge
8.5 Gbps	$4,995.00	No Charge
9 Gbps	$4,995.00	No Charge
9.5 Gbps	$5,195.00	No Charge
10 Gbps	$5,195.00	No Charge

PRICING - INTERNET ACCESS: Secondary Optional Location - Bay Area Office, Ft Walton Beach, FL

Bandwidth Speed	*Cox Communications Gulf Coast*	
	Monthly Cost	*One Time Charge*
500 Mbps	$1,665.00	No Charge
1 Gbps	$2,175.00	No Charge
1.5 Gbps	$2,830.00	No Charge
2 Gbps	$2,830.00	No Charge
2.5 Gbps	$3,295.00	No Charge
3 Gbps	$3,295.00	No Charge
3.5 Gbps	$3,675.00	No Charge
4 Gbps	$3,675.00	No Charge
4.5 Gbps	$4,000.00	No Charge
5 Gbps	$4,000.00	No Charge
5.5 Gbps	$4,285.00	No Charge
6 Gbps	$4,285.00	No Charge
6.5 Gbps	$4,540.00	No Charge
7 Gbps	$4,540.00	No Charge
7.5 Gbps	$4,775.00	No Charge
8 Gbps	$4,775.00	No Charge
8.5 Gbps	$4,995.00	No Charge
9 Gbps	$4,995.00	No Charge
9.5 Gbps	$5,195.00	No Charge
10 Gbps	$5,195.00	No Charge

TABULATION AND RECOMMENDATION FOR ITB 21-06 INTERNET SERVICES

BIDDER REQUIREMENTS:	*Cox Communications Gulf Coast*
Signed Bidders Acknowledgment?	Yes
Signed Debarement/Drug Free Form?	Yes
Signed E-Rate Participant Form?	Yes
Vendor Meets Stated Qualifications? (Page #18-22 of ITB)	Yes

BIDDERS WHO BID "NO BID": None
NON-RESPONSIVE BIDDERS: None

RECOMMENDATION FOR AWARD:

COMMITTEE: Brandon McSween, Specialist — Brian Walton, IT Field Tech

William Hagan, Mobile Learning Analyst — Dustin Keith, Specialist

Committee Recommendation:

Committee recommends award to the lowest responsible and responsive bidder **Cox Communications Gulf Coast** in the amount of **$67,980.00** (based on a 12 month contract period before E-Rate is applied). The Committee recommends a 500 Mbps and 5 Gbps award for the Central Administartive Complex in Niceville. Additional sites are not awarded at this time but may be in the future to the recommended bidder. Future bandwidth upgrades will be priced as stated as long as the contract is in force. The initial contract term is one year with the option for up to four additional years at the same terms and conditions. Services agreed upon above shall begin on July 1st, 2021.

FUNDING

FUND	FUNCTION	OBJECT	CTR	PROJECT
1010	7900	376	9050	

"Failure to file a protest within the time prescribed in Florida Statutes 120.57,Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

POSTED: 1/12/21 2:00 PM CT

COX BUSINESS

Commercial Services Agreement
5/15/2024

Cox Account Rep:	Carol Knight	**Cox System Address**
Phone Number:	(850) 393-5478	**99 Eglin Pkwy NE Suites 21 & 22** Fort Walton Beach, FL 32548
Fax Number:		

Customer Information		**Authorized Customer Representative Information**	
Legal Company Name:	Okaloosa County School Board - Central Admin.	**Full Name:**	Vince Windham
Street Address:	202 Highway 85 N STE A	**Billing Telephone:**	(850) 833-5801
City/State/Zip:	Niceville, FL 32578	**Fax:**	
Billing Address:	Bills to master account	**Contact Number:**	(850) 833-7668
City/State/Zip:	Niceville, FL 32578	**Email:** windham.v@okaloosaschools.com	
Cox Account #:	135-10538502		

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Cox Optical Internet 500 Mbps	1	1	$1665.00	12	$1665.00	$0.00
IP Address Block - /30 (4 IPs)	1	1	$0.00	12	$0.00	$0.00
Cox Optical Internet 5 Gbps	1	1	$4000.00	12	$4000.00	$0.00
IP Address Block - /30 (4 IPs)	1	1	$0.00	12	$0.00	$0.00
Install Fees						

Totals:	$5665.00	$0.00

The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information

Special Conditions
Term: Notwithstanding anything to the contrary in this Agreement, Cox and the Customer acknowledge that the Term of this agreement is 1 year beginning July 1st, 2024 and ending June 30th 2025 with the option of (1) additional one year term by mutual agreement of both parties at the same terms and conditions. Notwithstanding anything to the contrary in this Agreement, the autorenewal provisions set forth in the Service Terms do not apply. All terms, conditions and requirements contained in the Okaloosa County School Board ITB 21-06 (Internet Services) and the Cox response to the ITB are incorporated into this Agreement by reference. In the event of a conflict between the ITB, the Cox response and this Agreement, the terms of the ITB and the Cox response shall prevail. The rates and other charges set forth herein are not subject to any change or adjustment during the term of the Agreement. All references to termination fees or charges in the Agreement are hereby deleted. Upgrades: Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice. SLA: The Service Level Agreement attached as Exhibit "C" is incorporated into the Agreement.

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://www.coxbusiness.com/generalterms (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://www.coxbusiness.com/e911 ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	The School Board of Okaloosa County, Florida	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature:		Signature: DocuSigned by: Jonathan Tucker 2BE1303292AC438...
Print:	Lamar White	Print: Jonathan Tucker
Title Position:	School Board Chairman	Title Position: Director
Date:	June 10, 2024	Date: 5/20/2024

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE http://www.coxbusiness.com/e911

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. 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 install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT 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. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), 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. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, 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 this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at http://www.coxbusiness.com/generalterms, which is incorporated herein by reference. 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.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE 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, 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. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING 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, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license

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Exhibit B

Bandwidth Speed	Monthly Cost	One Time Charge
500 Mbps	$1665.00	No Charge
1 Gbps	$2175.00	No Charge
1.5 Gbps	$2830.00	No Charge
2 Gbps	$2830.00	No Charge
2.5 Gbps	$3295.00	No Charge
3 Gbps	$3295.00	No Charge
3.5 Gbps	$3675.00	No Charge
4 Gbps	$3675.00	No Charge
4.5 Gbps	$4000.00	No Charge
5 Gbps	$4000.00	No Charge
5.5 Gbps	$4285.00	No Charge
6 Gbps	$4285.00	No Charge
6.5 Gbps	$4540.00	No Charge
7 Gbps	$4540.00	No Charge
7.5 Gbps	$4775.00	No Charge
8 Gbps	$4775.00	No Charge
8.5 Gbps	$4995.00	No Charge
9 Gbps	$4995.00	No Charge
9.5 Gbps	$5195.00	No Charge
10 Gbps	$5195.00	No Charge

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COX BUSINESS

Cox Optical Internet

Service Level Agreement

1. **Scope**. This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Optical Internet Services ("COI Services") provided to the Customer.

2. **COI Service Availability**. Cox's objective is to make the COI Services available for Customer's use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" (collectively and individually, (i) and (ii) shall be referred to as "COI Service Availability"). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. COI Service 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 COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption**. A "COI Service Interruption" is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI 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 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution**. In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits**. The following are each types of "Service Credits" which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit**. The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the "≥ 30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

COI Services Interruption Length	*Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption*
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit**. Network Latency, as it relates to COI 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 ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 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 for COI Service are posted at the following location:

https://www.cox.com/business/networking/svpn.html.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit**. Data Delivery Rate, as it relates to COI 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

("Data Delivery Rate"). 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 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

https://www.cox.com/business/networking/svpn.html

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage**. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the 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 6. Within thirty (30) days of the occurrence of the third 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 third 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 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports**. Cox will maintain a twenty- four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. 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 to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability**. Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit**. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that 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 COI Services to Customer.

(c) **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 inabilities or difficulties 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; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. **Exceptions and Limitations to Service Credit**.

(a) **Exceptions**. Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or 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 or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.