

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 05/04/17**Expiration Date:** 11/14/20**Master Agreement Description:** SIP Trunking Services**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

Issuer Information

JEFF COTNOIR 207-624-9449 ext. Jeff.Cotnoir@maine.gov

Requestor Information

Thomas Howker 207-624-8878 ext. Thomas.n.howker@maine.gov

Authorized Departments

18B BUREAU OF INFORMATION SERVICES

Vendor Information**Vendor Line #:** 1**Vendor ID**

VC0000232688

Vendor Name

CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES INC

Alias/DBA

CONSOLIDATED COMMUNICATIONS

Vendor Address Information

11 BLACKSTRAP RD

FALMOUTH, ME 04105

US

Vendor Contact Information

SANDI PASALIC

207-797-9123 ext. 4006

Sandi.Pasalic@consolidated.com

Commodity Information

Vendor Line #: 1

Vendor Name: CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES INC

Commodity Line #: 1

Commodity Code: 91577

Commodity Description: SIP Trunking Services

Commodity Specifications:

Commodity Extended Description: FairPoint Contract for SIP Trunking Services as per the attached Contract Agreement.

Quantity

0.00000

UOM

Free on Board

Unit Price

\$0.00

Delivery Days

Contract Amount

\$0.00

Service Start Date

05/04/17

Service End Date

11/14/20

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

Commodity Terms and Conditions

Vendor Line #: 1

Commodity Line #: 1

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF INFORMATION TECHNOLOGY
Agreement to Purchase Services

THIS AGREEMENT, made this April 27, 2017 ("Effective Date"), is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department" or "Customer" and Enhanced Communications of Northern New England Inc., with offices located at 1 Davis Farm Road, Portland, Maine 04103, hereinafter called "Provider" or "FairPoint." The initial term of this Agreement will commence on the Effective Date and continue through November 14, 2020.

The AdvantageME Vendor/Customer number of the Provider is VS0000008228

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A-1, A-2, and A-3, and as otherwise set forth under the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein, the parties agree as follows:

The following riders are hereby incorporated into this Agreement and made part of it by reference.

- | | |
|------------|--|
| Rider A-1 | SIP Trunking Services |
| Rider A-2 | Custom SIP-Based Interstate and Intrastate Long Distance and International Calling Plans |
| Rider A-3 | Statement of Work |
| Rider B-IT | Payment and Other Provisions |
| Rider C | Exceptions to Rider B-IT |
| Rider D | VoIP Service Level Agreement |
| Rider E | Voice over Internet Protocol (VOIP) Services
911 Customer Notice and Acknowledgement |
| Rider F | [Intentionally Omitted] |
| Rider G | Identification of State and Country in Which Contracted Work will be Performed |
| Appendix A | Pricing/Service/Quantity Description/Minimum Commitments/Exclusivity |

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this Agreement in multiple counterparts and exchanged signatures and this Agreement by electronic transmission, with such electronic version or original counterpart(s) having the full force and effect of an original signature and original Agreement.

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES,
OFFICE OF INFORMATION TECHNOLOGY

By:

D. Victoria Alarcon

Jim Smith, Chief Information Officer
and

FOR

4 MAY 2017

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

**ENHANCED COMMUNICATIONS OF NORTHERN NEW ENGLAND
INC. D/B/A FAIRPOINT LONG DISTANCE - NNE AND FAIRPOINT
INTERNET**

By: Jeffrey J. Heins
Jeffrey J. Heins, Vice President & Asst. General Counsel

Total Agreement Amount: \$ Based on purchases.

Approved: _____
Chair, State Purchases Review Committee

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

RIDER A-1
SIP Trunking Services

1. Services Description. FairPoint's Session Initiated Protocol (SIP) Trunking product is an IP based, trunk side connection that ties a customer's premise based PBX to FairPoint's advanced softswitch and data networks, and ultimately to the public switched telephone network (PSTN) (the "Service"). SIP Trunking is an IP based replacement for traditional PRI/T1/CAS services and provides all the same functionality associated with such traditional PBX interfaces including call control, and network supported features such as Caller ID, CNAM, and E911. SIP Trunking provides multiple sessions or "concurrent calls" delivered over an IP interface. This service can be a standalone interface or as part of an integrated Wide Area Network design for multiple locations. FairPoint provides a properly sized SIP Trunk group based on the total number of concurrent calls the Customer's busy hour traffic needs dictates at schedule rates per the attached appendix. This Internet Protocol (IP) trunk group is delivered over a FairPoint Carrier Ethernet Service (CES) circuit. SIP Trunking eliminates the need for a separate dedicated trunk facility. The voice service can be provided using the same FairPoint CES Ethernet connection that delivers other IP applications such as, point to point data and Internet services. SIP Trunking can be handed off via direct Ethernet handoff from the UNI to an IP enabled PBX or through a gateway device if a managed connection is required for additional routing and/or protocol conversion. SIP Trunking services can be designed to interface to a wide range of PBX's, both IP & TDM, natively for a SIP PBX or through a SIP to PRI/T1 Gateway device.

FairPoint's SIP Trunking Service includes the following elements:

a) Carrier Ethernet Services ("CES") Ethernet Connection. This Service is transported over FairPoint's Carrier Ethernet Service (CES). A separate Service Schedule (and agreement if applicable) and the purchase of CES from FairPoint are required to receive the Service. Existing FairPoint CES customers may need to update their service order to include a Voice over Internet Protocol (VoIP) Ethernet Virtual Circuit (EVC). FairPoint provides a VoIP EVC based on the total number of concurrent calls the Customer determines its busy hour traffic requires, at rates set forth in the attached Appendix A. This Service can terminate to a managed device located at the customer premise; however, then-current monthly rates apply. FairPoint provides a demarcation point at the User Network Interface (UNI) device supplied as part of our CES offering. Please see your CES Schedule for details on your CES Service purchase. The Department's CES Services and related Service Level Agreement (SLA) are governed by the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, contract dated April 1, 2016, with Provider number VS000008228 and internal state contract code MA 18P-160419-158.

b) Managed Devices. As part of this Service, Customer may add one or more of the following managed and leased devices: Access gateway or access routers (the "Managed Device(s)"). Each Managed Device has costs associated with the management and lease of the device. Then-current retail rates can be provided upon request, and addition of a Managed Device would need to be agreed to in a duly signed writing. Title to all such equipment or devices remains with FairPoint or the approved vendor. Training on use of Managed Devices is available in limited circumstances. Installation of the Managed Devices may be coordinated through a FairPoint approved vendor as either remote or on-site and may require that Customer allow access to its premises by an approved vendor. Maintenance and support of all Managed Devices will be included in your quoted price for Services. All Managed Devices remain the sole property of the approved vendor(s) and must be returned in the event of termination or non-renewal of the service contract. Customer shall exercise a reasonable standard of care in ensuring the proper care and maintenance of the Managed Devices while in the possession of Customer. Customer shall keep all Managed Devices free and clear of any levies, liens and security interests and shall provide FairPoint with prompt notice of any attachment or other judicial process affecting any Managed Device.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

c) Premium Manage Router Service (PMR). Customer shall purchase PMR as an additional service and support enhancement to its SIP Service. PMR provides for 7x24x365 proactive monitoring of covered managed router devices that are contracted by Customer and deployed by FairPoint, or their approved vendors. PMR provides for installation and configuration as well as maintenance of the leased routers in the customer's network. PMR covered devices are monitored for service availability by FairPoint's Advanced Service Team (AST) who also initiates internal FairPoint trouble tickets for service availability, contacts the customer when issues are detected and triages solution responses as required. PMR also includes a customer performance web portal enabling the customer to view certain network performance results. Optional feature enhancements to PMR include Managed Firewall and Content Blocking. Managed Devices, Premium Managed Router Service, Managed Firewall, and Content Blocking are all available at applicable rates.

d) SIP Trunks – Concurrent calls paths – FairPoint will establish a SIP trunk group capable of handling the number of simultaneous calls the customer designates to handle their busy hour traffic needs. Trunks are purchased individually at rates outlined in Appendix A.

d. Virtual Analog Line Ports (FXS) – Virtual analog ports are IP replacement lines for most traditional Plain Old Telephone Services (POTS) lines and this packetized voice is again carried over the CES circuit designed for this service. Should the customer require Virtual analog line support for analog phones and other legacy analog equipment a managed gateway device will be required at FairPoint's then-current rates in addition to the then-current per port charges. Please note FAX, alarm and other specialized service needs are not supported on these virtual port services and the customer should maintain hard wired landlines to maintain these service needs.

e) Custom Calling Plans. Customer is required to maintain a calling plan. Customer allows FairPoint to place a "PIC Freeze" on your account to prevent unintentional changes to alternate carriers. The Custom Calling Plans' minutes include traditional landline Intralata, Interlata, Canada and U.S. territory calling. International plans are optional, at additional costs. Local rating is performed utilizing the Customer signaled calling party number (CPN). Originating calls fall into one of two categories, local or off-net long distance. The discernment between local versus off-net long distance is accomplished by matching the CPN versus the dialed number. In the supported VoIP rate centers, VoIP local calling areas mirror that of existing land based rate center dial plans for rating purposes. Rates for calling plan services are provided in Rider A-2.

2. Using FairPoint's Carrier Ethernet Services (CES). Use of FairPoint's CES is a required element of FairPoint's SIP Trunking Service. CES Services are covered under the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, contract dated April 1, 2016, with Provider number VS000008228 and internal state contract code MA 18P-160419-158. We provide an IP transport circuit to your premises based equipment that uses SIP to route your voice traffic to the PSTN and also provide bandwidth for Internet access. You can select the number of voice sessions (simultaneous calls) you need and have a choice of bandwidth options for Internet traffic. E-DIA is an Ethernet service that provides customers with a direct connection to the Internet. The purpose of this connection is to provide multipurpose internet access to autonomous sites. E-DIA connections connect one customer site to the Internet. This Service is offered in at a variety of speeds, which are detailed in the E-DIA schedule. FairPoint shall furnish a dedicated connection between FairPoint's and Customer's premises, as specified hereunder, which is perceived by your software and the network to be of a dedicated nature and available without the need for an Internet access point. In addition, FairPoint shall provide routing services based on the Transmission Control Protocol/Internet Protocol ("TCP/IP"), enabling you to connect to the Internet as well as certain FairPoint information services indicated in this Service Schedule.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

3. Service Element Rate Schedule.

3.1 Customer may order any Service Rate Elements identified in Appendix A from FairPoint at the rates, term and quantities set forth in the Customer Order Form. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, as mutually agreed to by the parties. Appendix A contains FairPoint's rates applicable to Customer. Pricing valid only in areas where Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Schedule is subject to FairPoint's final acceptance. Unless otherwise stated in the Service Schedule, in addition to charges set forth in the Customer Order Form and related taxes, if applicable, you are responsible for the following:

- i) Renewal of Registration fees associated with Domain Names (Registrar will contact customer directly for renewal)
- ii) Equipment, hardware and software charges
- iii) Installation support and related charges

3.2 This Service Schedule does not entitle you to any future versions or releases of your Service or any other service which we may make available during the Service Period or any renewal thereof, unless separately agreed to in writing by the parties at then-current rates. FairPoint is not licensing software or selling Software-as-a-Service to Customer. However, FairPoint routinely updates underlying software on its software-based platforms, which can include bug fixes, troubles identified by the software supplier, enhancements, usability or functionality changes. FairPoint passes the changes described in the preceding sentence on to the customer in most cases without additional costs to customers. Enhancements (as with future service versions or releases) that introduce functionality that FairPoint intends to provide as an option at an additional expense would not be provided without Customer contracting and paying for those enhancements at FairPoint's then-current rates, unless the enhancement was applied to all customers at no cost in FairPoint's sole discretion.

3.3. **Installation Non-Recurring Charge.** The one-time circuit installation fee is the estimated cost to build the circuit to the customer's premises demarcation point. Extension beyond this point is not covered in this installation fee. Upon request, FairPoint will extend the circuit to a Customer-defined location within the structure for additional Time and Materials charges.

3.4. Final acceptance of this Service Schedule by us is subject to your acceptance of the terms and conditions of the Agreement, and our commencement of providing Service to you.

3.5. In the event that we are unable to complete Service activation due to delays that you cause, you will be responsible for all charges and cancellation fees accrued by us in connection with our performance or attempted performance of our obligations hereunder.

3.6 FairPoint provided equipment and hardware may be either new or refurbished.

3.7 Domain Name service is not available in all areas. Domain name availability is limited and not guaranteed. Domain name registration is limited to the following extensions: .net, .com and .org. Acceptance of VeriSign Terms of Service required. Additional domain name registration and transfer fees apply.

4. Service Period and Billing. Customer shall purchase Services for an initial period commencing on the Effective Date and continuing through November 14, 2020 ("Service Period"); thereafter, the Agreement and all Services will continue on a month-to-month basis at the rates set forth in Appendix A and be subject to termination by either party upon not less than one hundred and twenty (120) days' prior written notice. The Billing for the Service(s) shall begin on the date that the following occur: i) Customer accepts the circuit (Customer agrees that its acceptance will not be unreasonably delayed, conditioned, or withheld) and ii) the order has completed in FairPoint's system (collectively, "Acceptance"). Notwithstanding the foregoing, absent a good-faith dispute, in no event shall Customer's acceptance in i) above be later than thirty days (30) for the first two orders and seven (7) days for all other orders from the date FairPoint has notified Customer that the Service is installed.

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5. Cancellation and Termination Charges.

- 5.1 If Customer terminates the Agreement or all Services under this Rider A-1 after the Effective Date of this Agreement or at any time during the Service Period, Customer will be liable and pay FairPoint, as a reasonable early termination charge ("ETC"), an ETC equal to the equivalent of the monthly recurring charges for two-thousand (2000) SIP Trunks multiplied by three (3), irrespective of the number of SIP Trunks actually installed.
- 5.2 If Customer terminates the Services under this Rider A-1 in part at any time after the Effective Date of this Agreement or at any time during the Service Period, Customer will be liable and pay FairPoint, as a reasonable ETC, an ETC equal to the equivalent of the monthly recurring charges for the terminated SIP Trunks multiplied by three (3); provided, however, for the purposes of this Section 5.2, a termination in part shall mean a reduction of more than ten (10) percent of the SIP Trunks installed in any annual period commencing on the Effective Date hereof. By way of example, if Customer has five hundred (500) SIP Trunks installed during year one (1) of this Agreement and terminates fifty (50) SIP Trunks in that same year, no ETC would apply for this partial termination. If Customer terminated sixty (60) SIP Trunks in the preceding example, an ETC would apply for such partial termination using the calculation above, which would be the MRC for ten (10) SIP Trunks multiplied by three (3).
- 5.3 The payment of the ETCs does not relieve Customer of any non-recurring or monthly recurring charges for Services rendered that remain due and owing up to and through the date of termination. The parties agree that the ETCs mentioned above are not grossly disproportionate to Provider's actual harm and is a reasonable estimate of actual harm for early termination of the Services and that actual harm for early termination is difficult to ascertain. The ETC does not apply to renewals or extensions of this Service Schedule unless otherwise agreed to by the parties in a signed writing.

6. Service Level Agreement (SLA) and Limited Remedy. See Rider D for SLA terms and conditions. The remedies set forth in the SLA are the Department's sole and exclusive remedy.

7. Equipment, Hardware and Software.

7.1 Unless covered under separate agreements with us, you shall be responsible to provide for the proper selection, installation, operation, and maintenance of your equipment (including, but not limited to your PBX, Phones, Switches, Routers and Computers) on "customer side" of the FairPoint provided demarcation device, hardware, and software used in connection with these services, and you shall ensure that such equipment, hardware, and software are technically and operationally compatible with these services and in compliance with applicable Federal Communications Commission rules and regulations. If you have chosen to purchase equipment or hardware, including any software that may be installed thereon (the "Equipment"), and then title to the Equipment (other than any software that may be installed thereon) shall vest with you upon payment in full to us for the Equipment. In the event the Equipment is installed at your premises prior to payment in full, you shall: (a) safeguard the Equipment from loss and damage; (b) obtain general liability insurance with property loss coverage equal to or greater than the purchase price of the Equipment, and naming us as additional insured; and (c) maintain full responsibility for the Equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the Equipment, if it is irreparable, lost or stolen.

7.2 In the event FairPoint provides any software to you in connection with the Services, we grant you a personal, non-exclusive, non-transferable license, for the duration of the Initial Term and any subsequent renewals, to use such software in object code form only on the hardware on which it is installed for the sole purpose of enabling you to use the Service. You acknowledge that such software is protected by the copyright laws of the United States and foreign jurisdictions, and may be protected under the patent laws of the United States and foreign jurisdictions, that title to such software, including any tangible media by which the software was transferred to you, remains with us or our suppliers, and that the source code, content and design of such software are valuable trade secrets. You are authorized to make one copy of the Software for backup

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purposes only. You agree not to (a) disclose or make available to third parties any portion of such software without our advance written permission; (b) further copy or duplicate such software; (c) reverse engineer, decompile or disassemble such software; (d) make derivative works from such software; (e) modify such software; (f) or use the software in a credit bureau capacity.

7.3 Upon termination or expiration of the Initial Term (unless extended by both parties), you agree to return to us all hardware, equipment and software provided to you by us or a third party on our behalf in connection with the Service (other than hardware, equipment and software which you have purchased from us). In the event such hardware, equipment and software is not returned to us within thirty (30) calendar days following such termination or expiration, we will charge you the undepreciated list price of the unreturned hardware and software, in addition to all applicable late return fees.

8. FairPoint Internet and Voice Trunk Application Responsibilities.

In addition to the responsibilities set forth in the Agreement, we shall (a) provide a TCP/IP routing service to connect your network to our regional Internet, (b) coordinate the installation and order on your behalf, transportation facilities from your premises to our network; (c) maintain ownership of all IP addresses, which are provided to you, and (d) supply you with IP address space based on Internet policies for assigning address space. SIP Trunking is an IP based replacement for traditional PRI service, and therefore supports call control to and from the customer's PBX and the PSTN via SIP signaling, along with standard network based features such as E911, CNAME and Caller ID.

9. Customer Responsibilities. In order to initiate your Service, we will need your help in setting up your network. FairPoint will install an Ethernet enabled point of interface device on your premise to terminate your Carrier Ethernet transport service. Your bandwidth requirements for your concurrent calls, Internet access and other data bandwidth needs will determine how we hand off these services to you. Your FairPoint account team, working with your technical staff, will produce a design and equipment list to fit your Service and data needs. The use of the SIP Service by you and your Users is completely at your own risk. We shall in no way be responsible or liable to you or your Users for any loss or damage as a result of the use of the SIP Service(s). You acknowledge and agree that although we shall make every reasonable effort to provide continuous, uninterrupted, and expedient Service to you and your Users, interruptions in Service may occur as normal events in the provision of Service. You also agree and acknowledge that through the use of the SIP Service, you and your customers (if permitted by a Schedule or separate reseller agreement) may have access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for minors under the age of eighteen (18) years old. You acknowledge that we have no control over such information. If we provide IP address space to you, you shall supply a network engineering plan consisting of: (a) the current number of hosts (addressable devices) on your network; (b) expected number of hosts within next six (6) months; (c) current number of your subnets; (d) expected number of subnets in six (6) months; (e) subnet masks; (f) number of hosts on each network segment; and (g) graphical topology of your network that diagrams your network down to the host level.

10. Entry to Customer's Business. You agree to allow us to enter your premises from which you use these services, during normal business hours or by appointment to perform necessary activities related to the installation, inspection, repair, replacement or disconnection of our equipment and Services. You will allow us to make attachment and connections that are necessary to provide Services to you. If you are not the owner of the premises to be entered, you must supply proof that you are authorized to allow work to be done on such premises.

11. Additional Provisions.

11.1 Facilities. Additional charges may be required if suitable facilities are not available to provide Service at any location, or if any additional work, services or quantities of Service are provided. In the event installation of additional network facilities is required to provide Service, FairPoint will inform Customer of such applicable charges and FairPoint will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by FairPoint without application of the termination charges described herein.

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11.2 Customer Purchase Orders. Customer may not vary the Agreement, this Service Schedule, or the Customer Order Form with use of a Customer-issued purchase order. The terms and conditions contained on a Customer purchase order (whether signed by one or both parties) shall not serve to modify the terms and conditions of the Agreement or this Service Schedule and to the extent such terms and conditions conflict with the terms and conditions of this Agreement or this Exhibit, they shall be void and of no effect.

11.3 Administrative Charge. An Administrative Charge of \$100.00 will be applied whenever a change is made to Customer's contracted physical or virtual service configuration, at Customer's request. Such changes are defined as those rearrangements necessary to add, delete, or rearrange Customer's configuration, including changes to Customer's Ethernet Virtual Circuits.

11.4 Additional Services. Customer may order additional concurrent call paths, DID number resources, or upgrade calling plan via a new Customer Order Form. The Service Period for all such additional or upgraded service shall be coterminous with the Service Period set forth in the original Customer Order Form.

11.5 Rates, Charges and Taxes. The Department will pay the rates and charges and satisfy all other requirements set forth in Rider B-IT. Customer shall pay all applicable taxes and charges that may be required under applicable law, regulations, or tariffs in connection with the Services.

11.6 Project Management Practices. FairPoint utilizes industry recognized best practices from the Project Management Institute (PMI) for delivery of all project components. In addition, we employ the best practices of the Information Technology Infrastructure Library (ITIL) for service management that blends each methodology to offer a comprehensive solution for implementation and ongoing operation. Provider will follow the Project Management Body of Knowledge (PMBOK) best practices throughout the project. The PMBOK guidelines will provide sound methodologies for monitoring, controlling and executing the project and managing across the project constraints (Time, Cost and Scope). ITIL best practices will be combined within the PMI best practices particularly when defining the services provided. ITIL is comprised of five (5) primary efforts as shown in the diagram for each service that is offered. Using both the PMI and ITIL best practices harmonizes both aspects of the project (implementation and service operation) into a common structure for effective and efficient delivery of the proposed solution.

12. IP Address and Domain Name Registration. You are eligible to use the initial FairPoint-provided IP addresses on the Internet for no additional charge per the following FairPoint IP Assignment Guidelines: (i) All customers applying for IP address space from FairPoint must complete an IP address form provided by FairPoint. A host count and sub-netting breakdown is required for current and requested (future) address space (ii) Customers applying for a /25 (128 IPs) or larger network block must also submit a network topology diagram detailing all subnets (iii) Customers with existing IP address space (FairPoint or non-FairPoint) must demonstrate the following before receiving additional address space (iv) All customer-assigned address space must be registered with the American Registry for Internet Numbers (ARIN) (v) Eighty percent (80%) of all assigned address space must be utilized (vi) Current address space and requested address space must be documented in accordance with guidelines (i) and (2) above (vii) Assigned address space must be reachable by FairPoint via Internet Control Message Protocol (ICMP) (ping, etc.) or equivalent documentation demonstrating reach-ability must be provided at FairPoint's request.

Multi Dual-homed Border Gateway Protocol (BGP) customers (2 or more Internet Service providers (ISPs)) may apply for address space under the ARIN 2001/2 policy. Customers meeting the requirements of this policy who have already obtained address space from FairPoint or another ISP and who are requesting additional address space from FairPoint must meet guideline 3, above, in order to receive an additional class C block of IP addresses. IP space from FairPoint is non-portable. Customers who discontinue service with FairPoint must relinquish their assigned IP addresses from FairPoint.

You may obtain IP addresses directly from ARIN through their website, <http://www.arin.net/> and will be responsible for all associated fees, including ARIN's registration fee and annual renewal fee. Upon expiration, cancellation or termination of the Agreement or an applicable Schedule, you shall relinquish any IP addresses or address blocks assigned to you by us. If we deem it necessary for technical reasons, you may be required to renumber the IP addresses assigned to you by us. All fees associated with domain name

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registration and periodic maintenance of domain names are your responsibility. The registrar or we, on registrar's behalf, will bill such fees directly to you. Such fees are not included in the prices for the Service. You must accept the Registrar's terms of service prior to receiving such service from us.

13. Changes or Updates to the Service. FairPoint reserves the right, in its sole discretion, to make changes to the Service and the software, hardware and equipment provided in connection therewith. If such a change adversely affects your use of the Service, and we cannot reasonably mitigate such adverse effect, then you may terminate the Service without further obligation. If FairPoint or Customer has pre-scheduled changes or updates to either party's network that FairPoint or Customer knows will significantly degrade Service performance for any length of time, they will notify each other at least two (2) weeks ahead of the pre-scheduled change or update or as soon as reasonably possible so that Customer can include the change in its change management protocol process.

14. Locations. The Services shall be provided to Customer under the terms hereof at the locations set forth in Appendix A. FairPoint will populate the E911 database with the service location where we install the Service. Due to the nomadic properties of this product, if any of your users utilize this Service at a location other than where installed, it is the sole responsibility of the user to update their address using the Web portal provided by FairPoint for this Service so that emergency services personnel have the best information available as to caller location.

Customer agrees to purchase the Services from FairPoint at the rates and quantities set forth in Appendix A for the Service Period set for in this Service Schedule. Any other work, services or facilities required will only be provided as mutually agreed to by the parties duly authorized representatives in a signed writing.

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RIDER A-2
Custom SIP-Based Interstate and Intrastate Long Distance
and International Calling Plans

1. Service. Customer agrees to purchase Session Initiation Protocol (SIP)-based domestic interstate and intrastate long distance service and international calling (the "Services") from FairPoint at the rates set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing FairPoint Long Distance Tariffs, Rates, Terms and Conditions (RTC No. 1). All rates and the Services herein apply only to calls made using the Session Initiation Protocol (SIP) Trunks for the applicable voice traffic.

2. Rates and Billing Increments. Customer agrees to purchase the Services from FairPoint at the rates set forth below for the Service Period identified below for all calls made using Customer's SIP Services and transmitted over Customer's SIP Trunks.

a) Customer will receive a usage rate of \$.0120 (1.20 cents) per minute for switched access outbound and switched access inbound intrastate and interstate long distance calls.

b) The billing increment is 6 seconds for the initial increment and additional increments. Partial increments are rounded to the next increment.

c) Customer may order toll free numbers for a monthly recurring charge of \$3.00 dollars per telephone number.

d) Customer will subscribe to FairPoint's Custom International Long Distance Calling Plan. FairPoint will waive the \$6.95 per line MRC charge for the Custom International Long Distance Calling Plan, and Customer will receive a 15% discount on its total international long distance charges (i.e., off the total invoice amount, not the per minute usage rate). International per minute usage rates vary based on country and certain calling restrictions apply.

3. Service Period. Customer's Service Period under this Rider A-2 will be coterminous with the Service Period set forth in the SIP Service Schedule in Rider A-1. The rates set forth above are subject to the receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof.

4. Termination Charges. If Customer terminates Rider A-2 at any time after the Effective Date of this Agreement or at any time during the Service Period, Customer agrees to pay FairPoint, as a reasonable early termination charge ("ETC"), an amount equal to the average monthly charges for the six (6) months preceding the notice of termination multiplied by three (3). The payment of the ETC does not relieve Customer of any non-recurring or monthly recurring charges for Services rendered that remain due and owing up to and through the date of termination. The parties agree that the ETC mentioned above is not grossly disproportionate to Provider's actual harm and is a reasonable estimate of actual harm for early termination of the Services and that actual harm for early termination is difficult to ascertain. The ETC does not apply to renewals or extensions of this Service Schedule unless otherwise agreed to by the parties in a signed writing.

5. Charges. The Department will pay the rates and charges and satisfy all other requirements set forth in Rider B-IT. Customer shall pay all applicable taxes and charges that may be required under applicable law, regulations, or tariffs in connection with the Services.

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6. Additional Provisions.

a. **Conditions.** The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

**RIDER A-3
STATEMENT OF WORK –
SIP IMPLEMENTATION; ADDITIONAL TECHNICAL REQUIREMENTS;
AND OTHER MISC. TERMS**

1 Statement of Work

SIP Trunks will be connected via direct Ethernet handoff from the User Network Interface (UNI) to the Department's IP enabled Private Branch Exchange (PBX). Inbound calls originated from the Public Switch Telephone Network (PSTN) destined to Direct Inward Dialing (DID) numbers associated with this SIP Trunk group will be handed directly to the Department's PBX for routing and termination. Calls between users that are provisioned on the Department PBX will be routed and handled exclusively by the Department's PBX. Calls originating from a PBX user destined for a telephone number that is on the PSTN will be routed by the Department's PBX to FairPoint over the SIP Trunk binding we have established and FairPoint will terminate the call accordingly. All call routing and PBX provisioning to handle all call types are the sole and exclusive responsibility of the Department or their PBX vendor partner.

1.0 Technical Requirements

1. Call Real-time Transport Protocol (RTP) will utilize existing IP Codec Sets with G.711/20ms samples.
2. FairPoint will send all incoming numbers based on E.164 format.
3. All outbound numbers will be on existing dialing rules: 011 + <number> for International Calls; 1 + <10-digit number> for USA, Caribbean, and Canada Calls; 1 + <800, 888, 877, etc.> for Toll Free Calls; 1 + <10-digit number>, <10-digit number>, or <7-digit number> for Maine intrastate calls.
4. FairPoint supports two types of outbound Automatic Number Identification (ANI) that are configured independently from each other. The first type of outbound ANI is for Emergency (911) dialing purposes, and must be configured as individual DID or Screening Telephone Number (STN). In order to support PS-ALI, the individual DID option must be chosen. If an emergency call is made using an Outbound ANI that does not match the list of individual DIDs or the STN, FairPoint will discard the outbound ANI and replace it with the STN. The second type of outbound ANI is for caller ID display purposes. In addition to the individual DID and STN options, FairPoint supports a third configuration under which it will accept (not discard and replace) any outbound ANI received from the customer PBX. Please note that if this configuration is chosen, the emergency and caller ID ANIs will differ if the number provided does not match the STN or individual DID list.
5. As part of the plan, the Department, with assistance from FairPoint, must gather all of the Telephone Numbers (TNs) associated with the SIP conversion. The Department must prep their 911 lists for PS-ALI. FairPoint must prepare to have the translations and 911 ready for each phase.
6. The Department will prepare and configure their PBX and routers (if needed) for new CES and SIP services.
7. FairPoint will provision SIP on top of FairPoint CES, beginning with a limited number of trunks using non-production numbers.
8. FairPoint will work with the Department and its vendors to test the SIP trunks and ensure Department configurations work properly.
9. The Department will modify equipment configurations as needed to provide the best solution.
10. After pilot testing is completed and the Service meets the contractual obligations, a phased plan will be implemented as developed in Section 2 Project Management. As each group of TNs are accepted the associated Primary Rate Interface (PRI) can be disconnected, unless it will be used by the State for backup or other purposes.

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1.1 Pilot Test

- The parties will conduct a pilot test with outbound calling services and limited DID numbers on the production SBC/SM servers.
- The testing will be set up with limited set of users that will allow the test users outbound route trunk group access to the SIP trunks.
- The testing period will last for two (2) weeks. Assuming that the Service meets the contractual obligations set forth in the Agreement for that period of time, the Department will accept the Service at the end of the testing period.

1.2 E911 Outbound Distribution

- a. 911 calls will be sent over SIP trunks. FairPoint SIP services will include Private Switch/Automatic Location Information (PS-ALI). FairPoint will setup the Department's PS-ALI account, including loading the DIDs and default 911 address information. Thereafter, the Department will be responsible for compiling PS-ALI data, which is comprised of specific 911 address information for each DID. FairPoint will bulk load the initial PS-ALI data provided by the Department. After the initial PS-ALI data is loaded, the Department will be responsible for maintaining the ongoing PS-ALI account data and will have options to bulk load data or edit data on a line-by-line basis. FairPoint will assist the Department if DIDs need to be added to or removed from the Department's PS-ALI account.
- b. FairPoint will initially provision all DID/DOD numbers associated with the Service with the main service address of the Department in our E911 database. If the Department chooses to program their PBX to send out caller ID numbers different than what were originally provisioned and attempt to make 911 calls based on those unknown DID/DOD telephone numbers initially provisioned with the service then those 911 calls will be routed to the national Bandwidth.com database center to redirect and these instances would be chargeable since they are caused by the Department. **USING CALLER ID NUMBERS DIFFERENT THAN THE INITIAL NUMBER PROVIDED AT THE TIME OF PROVISIONING THAT IS TIED TO THE ACTUAL SERVICE ADDRESS ASSOCIATED WITH THAT NUMBER CAN RESULT IN DELAYS OR THE INABILITY OF EMERGENCY PERSONNEL GETTING TO YOUR LOCATION.**
- c. Once the Department provides all necessary information and takes all necessary technical steps, FairPoint will provide a PS/ALI interface option to allow the Department to make their own provisioning changes to enable emergency personnel to quickly respond to specific Department locations such as address, building #, floor, or cube, etc., and avoid potentially being sent to the wrong location creating unnecessary delays.
- d. All test calls to 911 should be coordinated with FairPoint. If the Department makes a test call and the TN being sent out by the PBX is not in the 911 database, the call will default to a national Public Safety Answering Point (PSAP) and FairPoint is currently billed \$75.00 dollars for each occurrence. If the Department's actions cause FairPoint to incur this charge, FairPoint may invoice the Department this \$75.00 dollars charge (or the then-current charge).

1.3 Centrex to VoIP conversion

The SIP trunks are being installed in part to facilitate the migration of FairPoint Centrex lines to the Department's Avaya VoIP telephone system. FairPoint will assist the Department in this effort by converting as many as 75 Centrex lines per evening, removing the phone numbers as Centrex lines and converting them to DID numbers pointed at the SIP trunks. The parties will work closely together to assure that the migration is orderly and efficient.

1.4 Fax

FairPoint will work with the Customer to convert Centrex fax lines to DID numbers that a pointed at a PRI line that has been identified to deliver this traffic to the Customer's PBX. Faxing over

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SIP (Industry wide) is best effort and FairPoint does not troubleshoot failures or errors that may occur.

2 Service Period.

Customer's Service Period under this Rider A-3 will be coterminous with the Service Period set forth in the SIP Service Schedule in Rider A-1, unless another time period is otherwise expressly stated herein.

3 Project Management

FairPoint will designate a Project Manager (PM) to be responsible for leading and managing the project and to work with the Department and its vendors. The FairPoint PM will be the single point of contact (SPOC) for all issues related to solution implementation. The SPOC will direct implementation efforts to fulfill the scheduled in-service date and project scope. Although the Department can still raise issues to the account team as usual, the PM will be the Department's SPOC for the project. A Service Manager will also participate as a member of the FairPoint implementation team.

3.0 Kickoff Meeting

Conduct a project kickoff meeting to review the solution and project scope including deliverables, delivery methodology and schedule.

3.1 Formal Meetings

Conduct formal project meetings as agreed with Department, including stakeholder meetings, throughout the lifecycle of the project to assess progress and address risks, issues and actions.

3.2 Project Plan and Milestones

A project plan will be created and maintained based on the scope of work with milestones and updates sent to the Department on a regular basis. The Project Plan will be delivered within twenty (20) business days from the PM kickoff call with Department and after all required information has been provided by the Department.

3.3 Actions and Issues

Create and maintain an Issues/Actions tracking register.

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3.4 Project Risks

Identify, track and manage project risks.

3.5 Status Reports

Provide weekly status reports.

3.6 Vendor Technical Resources

With the Department's involvement, engage Department vendor technical resources as required to support technical escalations. FairPoint is not accountable for vendor actions, inactions, or delays.

3.7 PM Documentation

FairPoint PM will document meeting results, and distribute meeting notes, including action items.

3.8 Project Closure

Conduct project closure meeting.

3.9 Project Documentation

FairPoint agrees to provide a basic network diagram and list of circuit ID's as soon as reasonably practicable after project completion.

RIDER B-IT
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$ Based on purchases.
2. **INVOICES AND PAYMENTS** The Department will pay the Provider as follows:

Rate Table in Appendix A

Invoices for payment, submitted on forms approved by the Department, shall be submitted to the Agreement Administrator. Invoices shall contain sufficient detail to allow proper cost allocation and shall be accompanied by supporting documentation. No invoice will be processed for payment until approved by the Agreement Administrator. All invoices require the following:

- A. All invoices must include the Vendor Code number assigned when registering as a vendor with the State of Maine. This number appears on all Contracts and Purchase Orders and can be acquired from the agency contact.
- B. All invoices must include the vendor's Federal ID Number.
- C. All invoices must include either the Purchase Order number or the Contract number relating to the commodities/services provided.
- D. In cases where hourly rates of contracted resources are concerned, invoices must contain a copy or copies of time sheets associated with that invoice. Time sheets will need to be reviewed and approved by the State's contract administrator.

Payments are subject to the Provider's compliance with all items set forth in this Agreement. The Department will pay the Provider within thirty (30) days following the receipt of an approved invoice. The Department may withhold a Retainage for project-based services in the following manner:

- The allowable payment amount from each project milestone payment will be multiplied by ten (10) percent, giving the amount that will be withheld from payment. Ninety (90) percent of the allowable project milestone payment amount will be paid to the Provider.
- The Retainage will be held by the Department until the end of the warranty period.

The charges described in this Agreement are the only charges to be levied by the Provider for the products and services to be delivered by it. There are no other charges to be made by the Provider to the Department, unless they are performed in accordance with the provisions of Section 5, Changes in the Work. The Provider shall maintain documentation for all charges against the Department under this Agreement.

3. **INDEPENDENT CAPACITY** In the performance of this Agreement, the Provider shall act in the capacity of an independent contractor and not as an employee or agent of the State.

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4. **AGREEMENT ADMINISTRATOR** The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall approve all invoices for payment. S/he shall make decisions on all claims of the Provider. The Provider shall address all contract correspondence and invoices to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name: Ellen Lee
Title: Director -- Vendor Management Team
Address: Off. Of Info. Technology, 51 Commerce Dr., Augusta ME 04330
Telephone: 207.624.8866
E-mail address: vmo.oit@maine.gov

The following individual is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. All project status reports, day to day operational issues and project program material and issues shall be directed to this individual.

Name: Louise Robertson
Title: Voice Services Systems Section Manager
Address: Off. Of Info. Technology, 51 Commerce Dr., Augusta, ME 04330
Telephone: 207.624.9861
E-mail address: jon.richard@maine.gov

5. **CHANGES IN THE WORK** The Department may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to the execution of the changed work.

6. **SUBCONTRACTORS** The Provider may not enter into any subcontract for the work to be performed under this Agreement without the express written consent of the Department. This provision shall not apply to contracts of employment between the Provider and its employees.

The Provider is solely responsible for the performance of work under this Agreement. The approval of the Department for the Provider to subcontract for work under this Agreement shall not relieve the Provider in any way of its responsibility for performance of the work.

All Subcontractors shall be bound by the terms and conditions set forth in this Agreement. The Provider shall give the State immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement. The Provider shall indemnify and hold harmless the Department from and against any such claim, loss, damage, or liability as set forth in Section 16, State held Harmless.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign, or otherwise dispose of this Agreement, or any portion thereof, or of its right, title, or interest therein, without the written approval of the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work under this Agreement.

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8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider certifies as follows:

1. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a *bona fide* occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Provider shall, in all solicitations or advertising for employees placed by, or on behalf of, the Provider, relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

3. The Provider shall send to each labor union, or representative of the workers, with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section, and shall post copies of the notice in conspicuous places, available to employees and applicants for employment.

4. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights, etc.) against itself by any individual, as well as any lawsuit regarding alleged discriminatory practice.

5. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment, and in the provision of service, to include accessibility and reasonable accommodations for employees and clients.

6. Contractors and Subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

7. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time, or any other basis, during the period of this Agreement, any personnel who are, or have been, at any time during the period of this Agreement, in the

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employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time, or any other basis, during the period of this Agreement, any retired employee of the Department, who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement, so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. STATE EMPLOYEES NOT TO BENEFIT No individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed, or any time thereafter, shall be admitted to any share or part of this Agreement, or to any benefit that might arise there from, directly or indirectly, due to his employment by, or financial interest in, the Provider, or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each Subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. NO SOLICITATION The Provider certifies that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement, and that it has not paid, or agreed to pay, any company or person, other than a *bona fide* employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Agreement. For breach or violation of this provision, the Department shall have the right to terminate this Agreement without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. ACCOUNTING, RECORDS, AND AUDIT

1. The Provider shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to this Agreement, including interim reports and working papers, and make such materials available at its offices at all reasonable times during the period of this Agreement, and for a period of five (5) years following termination or expiration of the Agreement. If any litigation, claim or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims or audit findings involving the agreement have been resolved.

2. Unless the Department specifies in writing a shorter period of time, the Provider agrees to preserve and make available all documents and records pertaining to this Agreement for a period of five (5) years from the date of termination of this Agreement.

3. Records involving matters in litigation shall be kept for one year following the termination of litigation, including all appeals.

4. Authorized Federal and State representatives shall have access to, and the right to examine, all pertinent documents and records during the five-year post-Agreement period. During the five-year post-Agreement period, delivery of, and access to, all pertinent documents and records will be at no cost to the Department.

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5. The Provider shall be liable for any State or Federal audit exceptions, if applicable, that arise out of any action, inaction, or negligence by the Provider. In the event of an audit exception for which the Provider is liable, the Provider shall have thirty (30) days to remedy that exception. If the Provider fails to remedy that exception within this time period, the Provider shall immediately return to the Department all payments made under this Agreement which have been disallowed in the audit exception.

6. Authorized State and Federal representatives shall at all reasonable times have the right to enter the premises, or such other places, where duties under this Agreement are being performed, to inspect, monitor, or otherwise evaluate, the work being performed. All inspections and evaluations shall be performed in such a manner that will not compromise the work unreasonably.

7. **ACCESS TO PUBLIC RECORDS** As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency. For the purposes of this subsection, "proprietary information" means information that is a trade secret or commercial or financial information, the disclosure of which would impair the competitive position of the contractor and would make available information not otherwise publicly available. Information relating to wages and benefits of the employees performing the personal services work under the contract and information concerning employee and contract oversight and accountability procedures and systems are not proprietary information. The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested. This subsection applies to contracts, contract extensions and contract amendments executed on or after October 1, 2009.

13. **TERMINATION** The performance of work under this Agreement may be terminated by the Department in whole or in part, whenever, for any reason the Agreement Administrator shall determine that such termination is in the best interests of the Department. Any such termination shall be effected by the delivery to the Provider of a Notice of Termination specifying the extent to which the performance of work under this Agreement is terminated, and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

Upon receipt of the Notice of Termination, the Provider shall:

1. Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
2. Take such action as may be necessary, or as the Agreement Administrator may direct, for the protection and preservation of the property, information, and data related to this Agreement, which is in the possession of the Provider, and in which the Department has, or may acquire, an interest;
3. Terminate all orders to the extent that they relate to the performance of the work terminated by the Notice of Termination;

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4. Assign to the Department in the manner, and to the extent directed by the Agreement Administrator, all of the rights, titles, and interests of the Provider under the orders so terminated, in which case the Department shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders;
5. With the approval of the Agreement Administrator, settle all outstanding liabilities and claims, arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Agreement;
6. Transfer title to the Department (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the Agreement Administrator, equipment and products purchased pursuant to this Agreement, and all files, source code, data manuals, or other documentation, in any form, that relate to all the work completed, or in progress, prior to the Notice of Termination;
7. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination; and
8. Proceed immediately with the performance of the preceding obligations, notwithstanding any delay in determining or adjusting the amount of any compensation under this section.

Notwithstanding the above, nothing herein shall limit the right of the Department to pursue any other legal remedies against the Provider.

14. **GOVERNMENTAL REQUIREMENTS** The Provider shall comply with all applicable governmental ordinances, laws, and regulations.

15. **GOVERNING LAW** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws, statutes, and regulations of the State of Maine, without regard to conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods and of the Uniform Computer Information Transactions Act shall not apply to this Agreement. Any legal proceeding against the Department regarding this Agreement shall be brought in the State of Maine in a court of competent jurisdiction.

16. **STATE HELD HARMLESS** The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. **LIMITATION OF LIABILITY** The Provider's liability to the Department, for damages sustained by the Department, as the result of Provider's default, or acts, or omissions, in the performance of work under this Agreement, whether such damages arise out of breach, negligence, misrepresentation, or otherwise, shall be the greater of any actual direct damages, up to the limits of the insurance required herein, or three times the value of the Product or Service that is the subject of this Agreement, up to a maximum of \$25,000,000, but not less than \$400,000.

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For instance, if this Agreement is valued at \$15,000,000, then the Provider's liability is up to \$25,000,000. But if this Agreement is valued at \$100,000, then the Provider's liability is no greater than \$400,000.

Notwithstanding the above, Provider shall not be liable to the Department for any indirect or consequential damages not covered by any of the insurances required herein.

18. NOTICE OF CLAIMS The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to this Agreement, or which may affect the performance of duties under this Agreement, and prompt notice of any claim made against the Provider by any Subcontractor, which may result in litigation related in any way to this Agreement, or which may affect the performance of duties under this Agreement.

19. APPROVAL This Agreement must be approved by the State Controller and the State Purchases Review Committee before it can be considered a valid enforceable document.

20. INSURANCE REQUIREMENTS The Provider shall procure and maintain insurance against claims for injuries to persons, or damages to property, which may arise from, or in connection to, the fulfillment of this Agreement, by the Provider, its agents, representatives, employees, or Subcontractors. The insurance shall be secured by the Provider, at the Provider's expense, and maintained in force, at all times during the term of this Agreement, and, for any claims-made (as opposed to occurrence-based) policy(ies), for a period of not less than two (2) years thereafter.

1. **Minimum Coverage**

1. Errors & Omissions, or Professional Liability Insurance, or Insurance by any other name, covering the following:

A) All acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret) in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;

B) Network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy, wrongful disclosure, collection, or other negligence in the handling of confidential information, related regulatory defense, and penalties in an amount not less than \$1,000,000 per occurrence, and as an annual aggregate;

C) Data breach expenses, in an amount not less than (*see NOTE below and insert the appropriate limit based upon the number of Personally Identifiable Information records*) \$ _____, and payable, whether incurred by the Department or the Provider; for and on behalf of the Department, including, but not limited to:

- C.1) Consumer notification, whether or not required by law;
- C.2) Forensic investigations;
- C.3) Public relations and crisis management fees; and
- C.4) Credit or identity monitoring, or similar remediation services.

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The policy shall affirm coverage for contingent bodily injury and property damage arising from the failure of the Provider's technology services, or an error, or omission, in the content of, and information from, the Provider. If a sub-limit applies to any element of the coverage, the certificate of insurance must specify the coverage section and the amount of the sub-limit.

NOTE: Personally-Identifiable Information (PII) is information that can be used to identify a single person, such as name, social security number, date and place of birth, mother's maiden name, driver's license, biometrics, etc. Maine State law also has a more specific definition in 10 M.R.S. §1347(6).

The Data Breach component of the Insurance (per occurrence) is pegged to the number of PII records that are the subject of this Agreement.

<i>Number of PII Records</i>	<i>Insurance per Occurrence</i>
<i>1 through 3,000</i>	<i>\$400,000</i>
<i>3,001 through 100,000</i>	<i>\$1,000,000</i>
<i>100,001 through 1,000,000</i>	<i>\$5,000,000</i>
<i>Greater than 1,000,000</i>	<i>\$10,000,000</i>

2. Workers' Compensation and employer's liability, as required by law;
 3. Property (including contents coverage for all records maintained pursuant to this Agreement): \$1,000,000 per occurrence;
 4. Automotive Liability of not less than \$400,000 per occurrence single limit if the Provider will use vehicles to fulfill the contract;
 5. Crime, in an amount not less than \$_____ (The total monetary amount potentially at risk due to this contract; or Cash Currency and Negotiable Securities actually entrusted to this Provider); and
 6. Business Interruption, in an amount that would allow the Provider to maintain operations in the event of a Property loss.
3. **Other Provisions** Unless explicitly waived by the Department, the insurance policies shall contain, or be endorsed to contain, the following provisions:
1. The Provider's insurance coverage shall be the primary and contributory. Any insurance or self-insurance maintained by the Department for its officers, agents, and employees shall be in excess of the Provider's insurance and shall not contribute to it.
 2. The Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 3. The Provider shall furnish the Department with certificates of insurance, and with those endorsements, if any, affecting coverage, required by these Insurance Requirements. The certificates and endorsements for each insurance policy are to be signed by a person authorized

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by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Department before this Agreement commences. The Department reserves the right to require complete, certified copies of all required insurance policies at any time.

4. All policies should contain a revised cancellation clause allowing thirty (30) days notice to the Department in the event of cancellation for any reason, including nonpayment.

5. The Department will not grant the Provider, or any sub-contractor of the Provider, "Additional Insured" status and the Department will not grant any Provider a "Waiver of Subrogation".

21. NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

22. SEVERABILITY The invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the remainder of said provision, or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

23. INTEGRATION All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B-IT (except for expressed exceptions to Rider B-IT included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

24. FORCE MAJEURE Either party may be excused from the performance of an obligation under this Agreement in the event that performance of that obligation by a party is prevented by an act of God, act of war, riot, fire, explosion, flood, or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, strike or labor dispute, provided that any such event, and the delay caused thereby, is beyond the control of, and could not reasonably be avoided by that party. Upon the occurrence of an event of force majeure, the time period for performance of the obligation excused under this section shall be extended by the period of the excused delay, together with a reasonable period, to reinstate compliance with the terms of this Agreement.

25. SET-OFF RIGHTS The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement, up to any amounts due and owing to the State with regard to this Agreement, any other Agreement with any State department or agency, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

26. INTERPRETATION OF THE AGREEMENT

1. **Reliance on Policy Determinations** The Department shall determine all program policy. The Provider may, from time to time, request the Department to make policy determinations, or to issue operating guidelines required for the proper performance of this Agreement, and the Agreement

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Administrator shall respond in writing in a timely manner. The Provider shall be entitled to rely upon, and act in accordance with, such written policy determinations and operating guidelines, unless subsequently amended, modified, or changed in writing by the Department, and shall incur no liability in doing so unless the Provider acts negligently, maliciously, fraudulently, or in bad faith. Nothing contained in this Agreement, or in any agreement, determination, operating guideline, or other communication from the Department shall relieve the Provider of its obligation to keep itself informed of applicable State and Federal laws, regulations, policies, procedure, and guidelines, to be in complete compliance and conformity therewith.

2. **Titles Not Controlling** Titles of sections and paragraphs used in this Agreement are for the purpose of facilitating ease of reference only and shall not be construed to imply a contractual construction of the language.

3. **No Rule of Construction** This is a negotiated Agreement and no rule of construction shall apply that construes ambiguous or unclear language in favor of or against any party.

27. **PERIOD OF WORK** Work under this Agreement shall begin no sooner than the date on which this Agreement has been fully executed by the parties and approved by the Controller and the State Purchases Review Committee. Unless terminated earlier, this Agreement shall expire on the date set out on the first page of this Agreement, or at the completion and acceptance of all specified tasks, and delivery of all contracted products and services as defined in this Agreement, including performance of any warranty and/or maintenance agreements, whichever is the later date.

28. **NOTICES** All notices under this Agreement shall be deemed duly given: 1) upon delivery, if delivered by hand against receipt, or 2) five (5) business days following posting, if sent by registered or certified mail, return receipt requested. Either party may change its address for notification purposes by giving written notice of the change and setting forth the new address and an effective date.

29. **ADVERTISING AND PUBLICATIONS** The Provider shall not publish any statement, news release, or advertisement pertaining to this Agreement without the prior written approval of the Agreement Administrator. Should this Agreement be funded, in whole or in part, by Federal funds, then in compliance with the Steven's Amendment, it will be clearly stated when issuing statements, press releases, requests for proposals, bid solicitations, and other documents: (1) the percentage of the total cost that was financed with Federal moneys; and (2) the dollar amount of Federal funds.

30. **CONFLICT OF INTEREST** The Provider certifies that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of its services hereunder. The Provider further certifies that in the performance of this Agreement, no person having any such known interests shall be employed.

31. **LOBBYING**

1. **Public Funds** No Federal or State-appropriated funds shall be expended by the Provider for influencing, or attempting to influence, an officer or employee of any agency, a member of Congress or State Legislature, an officer or employee of Congress or State Legislature, or an employee of a member of Congress or State Legislature, in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative

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agreement. Signing this Agreement fulfills the requirement that Providers receiving over \$100,000 in Federal or State funds file with the Department on this provision.

2. **Federal Certification** Section 1352 of Title 31 of the US Code requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Provider or grantee (such as the Department) certifies that no Federal funds will be used to lobby or influence a Federal officer or member of Congress.

The certification the Department has been required to sign provides that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-agreements, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall verify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Provider understands and agrees to the Federal requirements for certification and disclosure.

3. **Other Funds** If any non-Federal or State funds have been or will be paid to any person in connection with any of the covered actions in this section, the Provider shall complete and submit a "Disclosure of Lobbying Activities" form to the Department.

32. PROVIDER PERSONNEL

1. The parties recognize that the primary value of the Provider to the Department derives directly from its Key Personnel assigned in the performance of this Agreement. Key Personnel are deemed to be those individuals whose résumés were offered by the Provider in the Proposal. Therefore, the parties agree that said Key Personnel shall be assigned in accordance with the time frames in the most recent mutually agreed upon project schedule and work plan, and that no re-deployment or replacement of any Key Personnel may be made without the prior written consent of the Agreement Administrator. Replacement of such personnel, if approved, shall be with personnel of equal or greater abilities and qualifications.

2. The Department shall retain the right to reject any of the Provider's employees whose abilities and qualifications, in the Department's judgment, are not appropriate for the performance of this Agreement. In considering the Provider's employees' abilities and qualifications, the Department shall act reasonably and in good faith.

3. During the course of this Agreement, the Department reserves the right to require the Provider to reassign or otherwise remove any of its employees found unacceptable by the Department. In considering the Provider's employees' acceptability, the Department shall act reasonably and in good faith.

4. In signing this Agreement, the Provider certifies to the best of its knowledge and belief that it, and all persons associated with this Agreement, including any Subcontractors, including persons or corporations who have critical influence on or control over this Agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal or State department or agency.

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5. During the course of this Agreement, the Department reserves the right to require a background check on any of the Provider's personnel (employees and Subcontractors) that are in any way involved in the performance of this Agreement.

33. **STATE PROPERTY** The Provider shall be responsible for the proper custody and care of any Department or State owned property furnished for the Provider's use in connection with the performance of this Agreement, and the Provider will reimburse the Department for its loss or damage, normal wear and tear excepted.

34. **PATENT, COPYRIGHT, AND OTHER PROPRIETARY RIGHTS**

1. The Provider certifies that all services, equipment, software, supplies, and any other products provided under this Agreement do not, and will not, infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any claim by a third party against the Department, the Department shall promptly notify the Provider and the Provider, at its expense, shall defend, indemnify, and hold harmless the Department against any loss, cost, expense, or liability arising out of such claim, including reasonable attorney fees.

2. The Provider may not publish or copyright any data without the prior approval of the Department. The State and the Federal Government, if applicable, shall have the right to publish, duplicate, use, and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so.

35. **PRODUCT WARRANTY** The Provider expressly warrants its products and services for one full year from their final written acceptance by the Department. The responsibility of the Provider with respect to this warranty is limited to correcting deficiencies in any deliverable using all the diligence and dispatch at its command, at no additional cost to the Department. The Provider is also responsible for correcting and/or updating any documentation affected by any operational support performed under this warranty provision.

36. **OPPORTUNITY TO CURE** The Agreement Administrator may notify the Provider in writing about the Department's concerns regarding the quality or timeliness of a deliverable. Within five (5) business days of receipt of such a notice, the Provider shall submit a corrective action plan, which may include the commitment of additional Provider resources, to remedy the deliverable to the satisfaction of the Agreement Administrator, without affecting other project schedules. The Department's exercise of its rights under this provision shall be not be construed as a waiver of the Department's right to terminate this Agreement pursuant to Section 13, Termination.

37. **COVER** If, in the reasonable judgment of the Agreement Administrator, a breach or default by the Provider is not so substantial as to require termination, and reasonable efforts to induce the Provider to cure the breach or default are unavailing, and the breach or default is capable of being cured by the Department or by another contractor without unduly interfering with the continued performance by the Provider, then the Department may provide or procure the services necessary to cure the breach or default, in which event the Department shall withhold from future payments to the Provider the reasonable costs of such services.

38. **ACCESSIBILITY** All IT products must be accessible to persons with disabilities, and must comply with the State Accessibility Policy and the Americans with Disabilities Act. All IT applications must comply with the Computer Application Program Accessibility Standard (Maine.gov/oit/accessiblesoftware). All IT

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applications and contents delivered through web browsers must comply with the Website Standards (Maine.Gov/oit/webstandard) and the Website Accessibility Policy (Maine.Gov/oit/accessibleweb).

39. STATE IT POLICIES All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Maine.Gov/oit/policies) effective at the time this Agreement is executed

40. CONFIDENTIALITY

1. All materials and information given to the Provider by the Department, or acquired by the Provider on behalf of the Department, whether in verbal, written, electronic, or any other format, shall be regarded as confidential information.
2. In conformance with applicable Federal and State statutes, regulations, and ethical standards, the Provider and the Department shall take all necessary steps to protect confidential information regarding all persons served by the Department, including the proper care, custody, use, and preservation of records, papers, files, communications, and any such items that may reveal confidential information about persons served by the Department, or whose information is utilized in order to accomplish the purposes of this Agreement.
3. In the event of a breach of this confidentiality provision, the Provider shall notify the Agreement Administrator immediately.
4. The Provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act).

41. OWNERSHIP

1. All data (including Geographical Information Systems data), notebooks, plans, working papers and other works produced, and equipment and products purchased in the performance of this Agreement are the property of the Department, or the joint property of the Department and the Federal Government, if Federal funds are involved. The State (and the Federal Government, if Federal funds are involved) shall have unlimited rights to use, disclose, duplicate, or publish for any purpose whatsoever all information and data developed, derived, documented, or furnished by the Provider under this Agreement, or equipment and products purchased pursuant to this Agreement. The Provider shall furnish such information and data, upon the request of the Department, in accordance with applicable Federal and State laws.
2. Upon termination of this Agreement for any reason, or upon request of the Department, the Provider agrees to convey to the Department good titles to purchased items free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

42. CUSTOM SOFTWARE For all custom software furnished by the Provider as part of this agreement, the following terms and conditions shall apply:

1. The Department shall own all custom software. The Department shall grant all appropriate Federal and State agencies a royalty-free, non-exclusive, and irrevocable license to reproduce, modify, publish, or otherwise use, and to authorize others to do so, all custom software. Such custom software

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shall include, but not be limited to, all source, object and executable code, operating system instructions for execution, data files, user and operational/administrative documentation, and all associated administrative, maintenance, and test software that are relevant to this Agreement.

2. A fundamental obligation of the Provider is the delivery to the Department of all ownership rights to the complete system, free of any claim or retention of rights thereto by the Provider. The Provider acknowledges that this system shall henceforth remain the sole and exclusive property of the Department, and the Provider shall not use or describe such software and materials without the written permission of the Department. This obligation to transfer all ownership rights to the Department on the part of the Provider is not subject to any limitation in any respect.

43. OFF-THE-SHELF (OTS) SOFTWARE For all OTS software purchased by the Provider as part of this Agreement, the following terms and conditions shall apply.

1. This Agreement grants to the Department a non-exclusive and non-transferable license to use the OTS software and related documentation for its business purposes. The Department agrees that the Provider may, at its own expense, periodically inspect the computer site in order to audit the OTS software supplied by the Provider, installed at the Department's site, at mutually agreed upon times. In the event that a separate license agreement accompanies the OTS software, then the terms of that separate license agreement supersede the above license granted for that OTS software.

2. This Agreement does not transfer to the Department the title to any intellectual property contained in any OTS software. The Department will not decompile or disassemble any OTS software provided under this Agreement, or modify any OTS software that bears the copyright notice of a third party. The Department will make and maintain no more than one archival copy (for back-up purpose) of each OTS software, and each copy will contain all legends and notices, and will be subject to the same conditions and restrictions as the original.

3. If the CPU on which any OTS software is licensed becomes temporarily unavailable, use of such OTS software may be temporarily transferred to an alternative CPU until the original CPU becomes available.

44. SOFTWARE AS SERVICE When the software is fully owned, hosted, and operated by the Provider, and the Department uses said software remotely over the Internet, the following terms and conditions shall apply:

1. The Provider, as depositor, shall enter into an escrow contract, upon terms acceptable to the Department, with a recognized software Escrow Agent. The escrow contract must provide for the Department to be an additional party/beneficiary. The Provider shall deposit with the Escrow Agent the software, all relevant documentation, and all of the Department's data, and all updates thereof (the "Deposit Materials"), in electronic format. Deposits will occur no less frequently than once a month.

2. The escrow contract shall provide for the retention, administration, and controlled access of the Deposit Materials, and the release of the Deposit Materials to the Department, upon receipt of a joint written instruction from the Department and the Provider, or upon receipt of written notice from the Department that:

a. The Provider has failed to carry out its obligations set forth in the this Agreement; or

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b. A final, non-appealable judicial determination that the Provider has failed to continue to do business in the ordinary course; or

c. The Provider has filed a voluntary petition in bankruptcy, or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, or becomes subject to an involuntary petition in bankruptcy, which petition or proceeding is not dismissed or unstayed within sixty (60) days from the date of filing; or

d. The Provider is in material breach of its maintenance and support obligations and has failed to cure such breach within thirty (30) days from the date of receipt by the Provider of written notice of such breach; or

e. A condition has occurred that materially and adversely impacts the Provider's ability to support the software and the Provider has failed to cure such condition within thirty (30) days from the date of receipt by the Provider of written notice of such condition.

3. The Provider is responsible for all fees to be paid to the Escrow Agent.

4. The Escrow Agent may resign by providing advance written notice to both the Department and the Provider at least thirty (30) calendar days prior to the date of resignation. In such an event, it is the obligation of the Provider to establish a new escrow account with a new Escrow Agent.

45. **THIS ITEM IS INTENTIONALLY LEFT BLANK**

46. **THIS ITEM IS INTENTIONALLY LEFT BLANK**

47. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to this Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement, or to exercise an option or election under this Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option, or election, but the same shall continue in full force and effect. Use of one remedy shall not waive the Department's right to use other remedies. Failure of the Department to use a particular remedy for any breach shall not be deemed as a waiver for any subsequent breach. No waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies under this Agreement.

RIDER C
EXCEPTIONS TO RIDER B-IT

1. Exception to Rider B-IT Section 2: FairPoint's Charges are exclusive of the following charges:

(a) all applicable federal, state, local, and foreign sales, use, excise, utility, gross receipts, value added or other taxes ("Taxes"); and (b) all applicable surcharges, including, but not limited to, charges to recover amounts FairPoint is required or permitted by a governmental or quasi-governmental authority to collect from others or pay to others in support of statutory or regulatory funds or programs ("Surcharges").
2. Exception to Rider B-IT Sections 2 A - D.: FairPoint systems are not currently capable of meeting the requirements stated in Section 2 A though D. FairPoint will provide invoice information when FairPoint systems obtain the capability.
3. Exception to Rider B-IT Section 6 (Subcontractors) – This Section and any others referencing subcontractors and subcontractor requirements will not include individuals FairPoint hired or hires as contractors or consultants or current or future Independent Telephone Companies (ITCs); provided, however, FairPoint shall provide to Department, upon written request, the name of the person or entity engaged as contractors, consultants or ITCs for work performed under this Agreement.
4. Exception to Rider B-IT Section 8 (Equal Employment Opportunity) – Subsection 4 of this Section 8 is deleted.
5. Exception to Rider B-IT Section 12 (Accounting, Records, and Audits), Subsection 7 – The parties' agree to revise the first sentence of this subsection by including the bold and italicized language as follows: "As a condition of accepting a contract for services under this section, a contractor must agree to treat all records, other than proprietary information *and those that are exempt under applicable law*, relating to personal services work performed under the contract as public records under the freedom of access laws to the same extent as if the work were performed directly by the department or agency.
6. Rider B-IT Section 13 Termination is deleted in its entirety and replaced with the following: The Department may terminate this Agreement or the Services whenever Customer determines that termination is in the best interest of the Department; provided, however, in the event of such termination, the Department agrees to pay Provider the termination fees set forth in the applicable Rider(s) that is/are terminated.
7. Rider B-IT Section 16 (State Held Harmless) is deleted and replaced with the following:

The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third-party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages related to violations of third-party intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, its agents, representative, or contractors or for actions taken in reasonable reliance on written instructions of the Department.

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8. Exception to Rider B-IT Section 17 (Limitation of Liability) – This Section will be revised by adding the following at the end of this provision: “For the avoidance of doubt, the limitations of liability herein apply to all of FairPoint’s liability under this Agreement, including any indemnification obligations. Notwithstanding the foregoing, nothing in this Section 17, or any other term of Agreement, is intended or to constitute (a) abrogation of the sovereign immunity of the State; or (b) waiver of the State’s immunity under the Maine Tort Claims Act.”

9. Exception to Rider B-IT Section 20 (Insurance Requirements) –

Subsection 1. The insurance requirements of B) and C) shall not apply under this Agreement and are eliminated. FairPoint is not storing, maintaining, hosting, processing or otherwise accessing any confidential data or personally indefinable information on a routine or even random basis in the delivery of the services. Protection of this information over FairPoint’s network is the Department’s sole and exclusive obligations and FairPoint recommends encryption of any such data in transit over its network.

Subsection 3. Number (4). The requirement to revise FairPoint’s policies to include a cancellation notice to be sent to the Department is eliminated; however, FairPoint agrees to notify the Department within thirty (30) days of any cancellation of its insurance policies applicable to this Agreement. For the avoidance of doubt, the term cancellation under this subsection will not include FairPoint replacing its policy with equal to or greater coverage than the requirements listed above from another carrier without a gap in coverage, but the term will include cancellation without replacement meeting the conditions herein.

10. Rider B-IT Section 25 Set-off rights is deleted.

11. Exception to Rider B-IT Section 34, Subsection 2 – This Section will be revised by changing the phrase “any data” to “any data owned by the state” and “such data” to “such data owned by the state.” For the avoidance of doubt, this Section 34 applies no restrictions or limitations on FairPoint’s use of its data, proprietary information, copyrights, publishing, marketing or any other intellectual property.

12. Exception to Rider B-IT Section 39 (State IT Policies) – This Section shall include the following sentence at the end of this Section: “Notwithstanding the foregoing, no policies apply that do not apply to the Services being delivered (e.g., data center and cloud policies) or those that apply only to the Department or the State (e.g. FOAA), and to the extent any policy conflicts with FairPoint’s policies, this Agreement, the SIP Service Schedule, or FairPoint operations, FairPoint’s policies, this Agreement, the SIP Service Schedule or business operations shall control. Furthermore, no Department or State policies shall change or increase FairPoint’s limitations of liability herein, and if any policy enforcement requires that FairPoint incur additional costs for implementation, those costs shall be fully borne by the Department and any such implementation will only be required by FairPoint when memorialized in a duly signed writing.”

13. Rider B-IT Section 41 (Ownership) is deleted. As a contract for services only, this Section is eliminated. For the avoidance of doubt, the parties do not transfer any right, title or interest in any of their property (tangible or intangible and real or personal) to the other party as a result of either party’s performance under this Agreement or as a result of entering into this Agreement.

14. Rider B-IT Sections 42 (Custom Software) is deleted.

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15. Rider B-IT Section 43 (Off-The-Shelf (OTS) Software) is deleted.

16. Rider B-IT Section 44 (Software as Service) is deleted.

RIDER D

VoIP Service Level Agreement

1. POLICY

Enhanced Communications of Northern New England Inc. ("FairPoint") is committed to providing a reliable, high-quality network to support its Hosted Private Branch Exchange (HPBX) and SIP Trunk services (collectively referred to as "VoIP Service"). The key performance components of the Service are **Service Availability** and **User Experience** or **Voice Quality** metrics. If an Eligible Customer (as defined below, also referred to herein as a "Customer") experiences a failure or degradation of these Service parameters, per the terms described herein, FairPoint will provide the Customer with an SLA Credit based on the schedules contained within. Please note that this VoIP Service Level Agreement (SLA) applies to service interruptions caused by FairPoint network components and FairPoint deployed premise based managed devices exclusive from the Carrier Ethernet Service (CES) physical transport circuit. Outages linked to this CES service would follow terms and conditions outlined in the CES Service Level Agreement. Only one SLA can be applied per service interruption incident and is based on the applicable route cause service element.

2. DEFINITIONS

"FairPoint Network" refers to our Service network from the Customer's site to the FairPoint network provider edge. The FairPoint Network includes the FairPoint side from the point of demarcation at the Customer's site or premises (as specified in the corresponding Schedule), FairPoint Provided Local Access Circuits purchased directly through FairPoint, FairPoint customer premises equipment and networks and network equipment and Ethernet circuits owned or controlled by FairPoint. The FairPoint Network does not include the FairPoint service network at locations utilizing underlying network service providers or services utilizing network service providers outside of the operating territory of the FairPoint affiliate local exchange company (each referred to hereinafter as "Type II arrangements").

"Eligible Customer" means any Customer who has purchased Service from FairPoint, excluding any Customer (i) whose connection terminates at a Customer edge router which is inactive, (ii) who is blocking, or who during the period in question, has blocked FairPoint from sending Internet control message protocol ("ICMP") and simple network management protocol ("SNMP") traffic to their Customer-premises router, (iii) who does not provide, or who during the period in question, has not provided the necessary access to personnel and facilities at the customer premises to enable FairPoint to perform comprehensive service troubleshooting, (iv) whose current contract term is not at least one (1) year in length (v) whose account is, or during the period in question, was not in good financial standing with FairPoint, or (iv) whose Service is provided using Type II arrangements.

"FairPoint Provided Local Access Circuit" means any leased circuit connecting a Customer's router to a FairPoint edge network device that was ordered and is managed by FairPoint.

"Service Availability" is defined as the ability of a Customer to exchange (originate or terminate) voice calls with the FairPoint Network via the FairPoint provided Local Access Circuit. Service Availability is measured as a percentage of up time in a month.

"SLA Credits" are defined as the credits to be provided to Customer by FairPoint for an outage under this Service Level Agreement.

3. SERVICE AVAILABILITY METRICS

A "Service Interruption" is defined as a complete loss of network availability affecting a Customer's ability to transmit and receive SIP voice calls over the FairPoint SIP network from a given location. "Service Interruption Time" is defined as the total time in a calendar month that Customer's SIP service is unable to transmit or receive calls across the entire network due to core transport, MetaSwitch or other failure. Service Interruption Time does not include: A.) interruptions of less than 20 consecutive minutes in duration, B.) time attributed to Customer's delay in responding to FairPoint's

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requests for assistance to repair a Service Interruption, C.) or the exclusions listed below. Service Interruption Time is measured from the opening of a trouble ticket for the affected service until the restoration of the service for the affected service, less "No Access" (as defined below) and "Hold Time" (as defined below). A trouble ticket is deemed open when FairPoint's Advanced Service Team (AST) opens a ticket on its own or when FairPoint personnel receive notification of a trouble from the customer and subsequently open a ticket. If the customer does not purchase Premium Managed Router Service (PMR), then FairPoint will not be able to open tickets or monitor the SIP Service and Customer is required to report any Service Interruption on its own in order to open a trouble ticket and be eligible to receive any SLA Credits. A ticket is deemed restored when the repair center restores the service and confirms with the customer. No Access Time is when FairPoint technicians have no access to the site and/or personnel at the site. Hold Time is the amount of time between the time the customer is notified of the repair and the time when the ticket is closed.

Service Availability Agreement: The Service on the FairPoint Network will be available at least 99.95% of the time in a calendar month. Customer is eligible for SLA Credits pursuant to the below table for a failure of the Service Availability metric.

Duration of Service Interruption	Percentage Credit
Up to 20 minutes (99.95%)	No Credit
20 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

In order to be eligible for SLA Credits, a trouble ticket must be opened to record the Service Interruption. The length of a Service Interruption is calculated based on outage information contained in the specific trouble ticket (close date/time minus open date/time less any stop clock time). The customer must also request the credit via the Service Credit Process as detailed below.

4. VOICE QUALITY METRICS

Voice over Internet Protocol (VoIP) call-quality experience relies on three essential service packet handling metrics: Latency; Jitter; and Packet Loss. FairPoint can measure these statistical benchmarks when FairPoint managed devices are deployed at the customer premise. The statistics gathered represent the average measured values of each service metric as they apply to the connection from the FairPoint premise based device to FairPoint's MetaSwitch IP network platform. If a customer does not purchase PMR, the customer will not be entitled to any Voice Quality Metrics SLA Credits. FairPoint does not open tickets for Voice Quality Metrics degradation. Any Voice Quality Metric degradation must be reported by the customer at which time FairPoint will review network statistical data to determine whether there was an SLA violation or not.

A. Network Latency: FairPoint's MetaSwitch Voice Quality Monitoring (VQM) and Service Assurance Server (SAS) monitor and measure network latency with respect to average round-trip transmission on each individual SIP Trunk connection between the FairPoint premises based Session Border Controller (SBC) to the FairPoint Network SBC each month. Upon Customer's request, FairPoint will issue SLA Credits for failure of the Service to meet the metrics specified in the table below. Credits are calculated by multiplying the percentages specified in the table below by the contracted MRC's associated with the non-performing SIP Trunk Service. The credits specified below are not cumulative and, in any calendar month, Customer shall only be entitled to one credit specified in the table below.

Network Average Latency (Delta)	Percentage Credit
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0.00 - 60.00 ms	No Credit
60.01 - 85.00 ms	20% of the MRC
85.01 ms or greater	40% of the MRC

B. Network Jitter: "Network Jitter" means the average variation in delay for packet transfers between FairPoint's designated MetaSwitch Point of Presence (POP) and the FairPoint provisioned and managed premise device during each calendar month. Upon Customer's request, FairPoint will issue SLA Credits for failure of the Service to meet the metrics specified in the table below. Credits are calculated by multiplying the percentages specified in the table below for the contracted MRC's associated with the non-performing SIP Trunk Service. The credits specified below are not cumulative and, in any calendar month, Customer shall only be entitled to one credit specified in the table below.

Average Network Jitter	Percentage Credit
0 ms - 2.0 ms	No Credit
2.1 ms - 5.0 ms	20% of the MRC
>5.0 ms	40% of the MRC

C. Packet Delivery: FairPoint measures packet delivery on its Network on a monthly basis. Packet Delivery is determined by averaging sample measurements taken each calendar month between FairPoint's designated MetaSwitch POP and the FairPoint provisioned and managed premise device. Upon Customer's request, FairPoint will issue SLA Credits for failure of the Service to meet the Packet Delivery metrics specified in the table below. Credits are calculated by multiplying the percentages specified in the table below for the contracted MRC's associated with the non-performing SIP Trunk Service. The credits specified below are not cumulative and, in any calendar month, Customer shall only be entitled to one credit specified in the table below.

Minimum Packet Delivery (%)	Percentage Credit
99.5% +	No Credit
99% - 99.4%	10% of the MRC
98% - 98.9%	20% of the MRC
97% - 97.9%	40% of the MRC
less than 97%	50% of the MRC

D. In any instance where Customer service has failed more than one metric as described in A, B, or C, above in a single month Customer shall only be eligible only for one credit. The single credit application Customer may obtain is the highest credit amount under failed metrics. For example, if Customer's service has failed both the Network Latency metric and ordinarily would be eligible for a \$500 credit and Customer's services has also failed the Packet Delivery metric in the same month and Customer would ordinarily be eligible for \$1000 in credit, then for both failures in the same month customer is eligible for a total of \$1000 in credits.

5. CHRONIC SERVICE AVAILABILITY FAILURE. Should Customer's Service experience a Service Availability failure on three (3) or more separate occasions of more than twelve (12) hours each during the Initial Term or of more than fifteen (15) hours on one (1) occasion during any single standard billing period (each a "Chronic Outage"), Customer may terminate the subject Services prior to the end of the Service Period without incurring early termination charges as defined in the SIP Trunk Service Schedules.

Customer must notify FairPoint of any election to terminate pursuant to this SLA in writing within thirty (30) days of any Chronic Outage giving rise to a right of such election. Customer may only terminate the Service that experiences a Chronic Outage as described above.

6. LIMITATION OF REMEDIES.

Customer is only eligible for one SLA credit for one incident and may not obtain both Service Availability SLA credits and Voice Quality Metrics SLA credits for the same incident. Customer is only eligible for one Voice Quality Metric SLA credit per incident and may not obtain more than one Voice Quality Metric SLA credit for a single incident.

The SLA set forth herein constitutes the Customer's sole and exclusive remedy for any failure of the Voice Quality Metrics or Chronic Outages of Service Availability described in this SLA.

Service Interruptions or Voice Quality Metrics failures caused by FairPoint planned network maintenance activities, emergency maintenance, maintenance at the customer premises, failure of FairPoint provided premise equipment caused by customer actions or abuse, failure of customer-owned premises hardware connected to FairPoint systems, failures of customer-managed local access circuits, and force majeure events will be ineligible for Service Level Agreement credits.

7. SERVICE CREDIT PROCESS

In order to be eligible for Voice Quality Metrics SLA Credits Customer must open a trouble ticket with FairPoint Communications by contacting FairPoint's AST either by phone @ 855-588-9300 or via email at managedservices@fairpoint.com. In order to be eligible for Service Availability SLA Credits, the customer can request that FairPoint open a ticket at the number or e-mail above or FairPoint may open a ticket so long as the customer purchases PMR.

Filing Period

Claims for SLA Credits must be submitted to FairPoint within 30 days of the outages or degraded service occurrence.

Required Information

The claim for SLA Credit must include the following information:

- Customer name
- Customer's Contact's name, telephone number and e-mail address
- Customer Billing Account Number
- Circuit Identification Number
- Date and beginning/end time of outage
- Trouble Ticket Number
- Brief description of the characteristics of the outage

Claim Process

Customer must submit the required information above in writing to SoM@fairpoint.com. FairPoint will acknowledge all claims within two (2) business days and will review all claims within five (5) business days of receipt. Customer will be informed by email or telephone whether the claim for SLA Credit will be granted or rejected. If rejected, the notification will specify the basis for rejection.

Credit Process

AGREEMENT TO PURCHASE SERVICES (BP54-JT)

Approved SLA Credits will be applied to the Customer's billing during the billing cycle following the approval of the claim for SLA Credits.

Scope

This SLA for VoIP Services is only applicable to Service Interruptions caused at the Metaswitch or FairPoint's network. Service Interruptions caused by a physical layer transport issue with FairPoint's CES are covered by the CES SLA.

8. SERVICE LEVEL OBJECTIVES

A. Managed Device Mean Time To Repair (MTTR) – Each premise based device (Router, Gateway, Session Border Controller, Switch, etc.) the customer contracts with FairPoint for, is deployed with a 4 hour MTTR policy. The customer must first notify FairPoint of their service impacting event by opening a trouble ticket and once the cause of the outage is determined the 4 hour timer commences. Replacement equipment is stored in strategically placed depots throughout our network so that they can be delivered to site, while technical resources are dispatched in parallel to perform the equipment repair or swap. Service level agreements are not offered to non-managed solution designs.

RIDER E

Voice over Internet Protocol (VOIP) Services - 911 Customer Notice and Acknowledgement

The FCC's rules require FairPoint to obtain and keep a record on file showing that you have received and understood this 911 Customer Notice. FairPoint shall initiate services only after receipt from you of your acknowledgement of your receipt and understanding of this Notice.

1. VOIP service, including 911 services, may not operate with the loss of electrical power or during a power outage. Following an electric power outage you may be required to reset or reconfigure the equipment in order to be able to use the VOIP services, including 911 services.
2. VOIP services, including 911 services, will not function if the broadband connection is not operational, including any FairPoint E-DIA Services purchased as part of your FairPoint VOIP service package.
3. You must provide FairPoint with your correct service location address when placing your order and FairPoint will establish initial 911 address records based on that end user location or calls to 911 may be routed to emergency personnel who will not be able to assist you. VOIP service calls to 911 may not function at a remote location or may transmit incorrect physical location information for the caller if internal users are allowed to use their IP-based phones remotely or if you modify your equipment or relocate your equipment to a location other than to the location that you registered with FairPoint. ALL subsequent location updates are the sole responsibility of the customer and can be accomplished using the web portal interface(s) provided to you by FairPoint.
4. CommPortal Communicator and Accession Communicator Mobile soft-client applications SHOULD NOT be used for 911 calls unless the call originates from the registered E911 address of your desk phone.
5. With basic 911, the local emergency operator will not have immediate access to your call back number or your exact location when receiving your emergency call. Accordingly, you must be prepared to give the basic 911 operator this information. Until and unless you do so, the basic 911 operator may be unable to call you back or to otherwise assist you in the event of an emergency.
6. PBX customers that choose to initiate Private Switch Automatic Location Information (PS/ALI) services shall be solely responsible for establishment and maintenance of all 911 records associated with those end users, hosted by the customer's PBX. The customer is responsible for acquiring and maintaining their own unique NENA ID and providing a 24/7/365 – local 911 contact. FairPoint will provide access and instructions to load and update these records to a 911 web portal.
7. VOIP services calls to 911 may not be capable of being received and/or processed by an emergency call center due to the center's technical limitations.

Your signature below will serve as your acknowledgement that FairPoint has advised you of these potential limitations.

I acknowledge that I have received, read, and understand this important 911 Notice and understand and acknowledge the limitations disclosed by FairPoint.

AGREEMENT TO PURCHASE SERVICES (BP54-IT)

Customer Name (Please Print): Jim Smith, Chief Information Officer

Customer Signature: D. Victor Chao

Date: 4 MAY 2017

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

United States. Please identify state: Maine

Other. Please identify country: _____

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases of any changes to the Information provided above.

Appendix A
Pricing/Service/Quantity Description/Commitment Levels

SIP Trunking

Service Description	Minimum Quantity Commitment	Non-Recurring Charges ("NRC") each*	Monthly Recurring Charges ("MRC") each*	MRC Total
100M VoIP EVC (Pricing for Sewall and Commerce Drive only)	2	\$Waived	\$Waived	\$Waived
SIP Trunks Commitment Level	Up to 250	\$Waived	\$7.95	\$Quantity based
SIP Trunks Commitment Level	Up to 500	\$Waived	\$6.95	\$Quantity based
SIP Trunks Commitment Level	Up to 750	\$Waived	\$5.95	\$Quantity based
SIP Trunks Commitment Level	Up to 999	\$Waived	\$4.95	\$Quantity based
SIP Trunks Commitment Level	> 1000	\$Waived	\$3.95	\$Quantity based
1 - 1000 Number IP DID Blocks**	16	\$Waived	\$18.75	\$300.00

Additional SIP Terms and Pricing Notes:

SIP Trunks Commitment Level. Customer's prospective MRC rates for SIP Trunks will change when Customer achieves a different SIP Trunks Commitment Level. For example, if Customer has 255 Trunks installed as of July 1, 2017, all of Customer's installed Trunks would be invoiced at a rate of \$6.95 going forward until such time that a new level is achieved. Due to the time and effort associated with tracking this information and the potential for regular upward fluctuations, FairPoint will conduct a true-up on a quarterly basis and adjustments will be applied as appropriate. For the avoidance of doubt, if Customer terminates SIP Trunks, in addition to ETCs, Customer's rates will be updated and potentially increased based on volume.

Exclusivity – SIP Trunks. FairPoint offers the above SIP pricing in exchange for Customer's agreement to use Provider as its sole and exclusive SIP provider for any and all Customer locations during the Service Period under this Agreement or any extension or renewal thereof. The above pricing and ETCs are based on Provider's material reliance on Customer's agreement to this exclusivity provision. If Customer fails to use FairPoint as its sole and exclusive provider for any SIP services purchased or utilized by the Department at any one of its locations, Customer will be in material breach of this Agreement. **Customer's purchase of SIP Trunks from another provider for the sole and exclusive purpose of creating physical diversity for disaster recovery purposes will not violate this exclusivity provision.**

***Waiver of Charges.** The waiver of the VoIP NRC and MRC applies only to SIP trunks ordered at the Sewall and Commerce Drive locations. Additional NRCs may apply for all other locations that must be in FairPoint territory and set forth in Provider's and Customer's CES Agreement dated April 1, 2016, with Provider number VS000008228 and internal state contract code MA 18P-160419-158. Customer may add additional SIP trunks at other in-territory locations upon placing a proper order at the MRC set forth in the table above. Additional VoIP

AGREEMENT TO PURCHASE SERVICES (BPS4-IT)

EVCs required at other in-territory locations can be purchased at the MRC set forth in the pricing table directly below.

****DID Blocks.** FairPoint will charge Customer \$300.00 per month for its existing sixteen (16) one thousand (1,000) DID Number Blocks commencing on the Effective Date. Upon the commencement of billing under this Agreement, FairPoint will cease billing for the DID Number Blocks amounts being charged under Customer's existing voice Agreement to Purchase Services dated October 8, 2014, by and between State of Maine, Department of Administrative and Financial Services, Office of Information Technology, and Northern New England Telephone Operations LLC d/b/a FairPoint Communications - NNE and Enhanced Communications of Northern New England Inc. d/b/a FairPoint Long Distance - NNE with provider number VS0000010644. Customer may add additional DID Number Blocks to the extent available upon placing a proper order and at the MRC rates indicated in the table above.

VoIP EVCs

Service Description	MRC each**
1M VoIP EVC	\$27.87
1.5M VoIP EVC	\$41.89
3M VoIP EVC	\$69.91
5M VoIP EVC	\$101.05
10M VoIP EVC	\$139.97
20M VoIP EVC	\$216.17
30M VoIP EVC	\$241.02
40M VoIP EVC	\$265.87
45M VoIP EVC	\$296.56
50M VoIP EVC	\$321.41
60M VoIP EVC	\$379.87
70M VoIP EVC	\$409.11
80M VoIP EVC	\$435.41
90M VoIP EVC	\$454.42
100M VoIP EVC	\$467.57

Premium Managed Router

Service and Equipment Description*	MRC	NRC	Minimum Quantity Commitment
MNS Netvanta SBC 6410	\$268.00 per each	\$Waived	2
Premium Managed Router	\$50.00 per each	\$75.00 per each	2

Pricing Notes Applicable to all Services. The Department will pay the rates and charges and satisfy all other requirements set forth in Rider B-IT. Customer shall pay all applicable taxes, fees and charges that may be required under applicable law, regulations, or tariffs in connection with any and all Services. Pricing above does not include taxes, fees and surcharges, which are subject to change.

State of Maine Competitive Award Authorization Form

Form Instructions: Please provide the information requested in the form below. This form must accompany contracts being proposed for approval that are the direct result of a competitive Request for Proposals (RFP), a subsequent contract renewal that was anticipated in the RFP or when Competitive Quotes are obtained. If the renewals allowable under the original RFP have been exhausted, another competitive RFP should be conducted.

Contract Administrator:	Louise Robertson/Ellen Lee	Office/Division/Program	DAFS/OIT
Contract Amount:	Master Agreement	Contract (CT) Number:	
Start Date:	May 4, 2017	End Date:	Nov 14, 2020
Selected Bidder's Name, City and State:	Enhanced Communications of Northern New England Inc (Fairpoint) 1 Davis Farm Road, Portland, Maine 04103		
Short Description of Service:	SIP Trunking services		

1. Information on the Competitive Process Used

If a RFP process was used:

RFP#: 201507132 Initial contract. First renewal. Second renewal. Third renewal.
 If this is a first, second, or third renewal after an RFP, you need not complete the remainder of section 1 nor sections 2, 3 and 4. Simply enter the original RFP number, check the appropriate box, sign and date the form and send it with the contract.

If competitive quotes were obtained:

This contract award is the result of obtaining Competitive Quotes.

The RFP process can be used for any contract award, but please note that as an alternative to the RFP process, Competitive Quotes can be used in determining awards for contracts if both of the following criteria apply:

- A. The total contract amount is \$10,000 or less; and*
- B. If the services sought are straightforward in nature, such that price, availability and pass/fail criteria are the determining factors in the award decision (i.e. no subjective evaluation factors needed to be used).*

**Renewals are not allowed for Competitive Quote awards. Once a contract expires that was the result of obtaining Competitive Quotes, new quotes are to be sought if the need for the services continues.*

2. Identify All Bidders

- A. For **RFPs**, please list all bidders who submitted proposals before the stated Proposal Submission Deadline.
- B. For contracts where **Competitive Quotes** were obtained, the following needs to be included in this section:
 - 1) List all vendors who were contacted for quotes;
 - 2) List all vendors who responded and the quoted amounts for each and;
 - 3) Clearly identify the selected vendor (place in bold).

*Please note, in accordance with 5 M.R.S. §1825-A(3), competitive bidding must be conducted with a **minimum of three** vendors, unless three vendors are not available. If three are not available, please mention below how this was determined. If more than three are available, it is **HIGHLY RECOMMENDED** to contact all vendors to seek as many quotes as possible.*

Enhanced Communications of Northern New England Inc (Fairpoint)
 AT&T
 Windstream
 OTT Communications

State of Maine Competitive Award Authorization Form

3. Review and Scoring Process.

- A. For contract awards based on an **RFP**, describe the process that was followed in reviewing and scoring the proposals. A consensus approach is encouraged, but not required. Be sure to retain copies of all scoring documentation, in accordance with your Department's archiving requirements.
- B. If this contract award is the result of obtaining **Competitive Quotes**, then please specify below that the quote with the lowest price was selected from among the bidders that met the State's requirements.
Please attach to this document all Competitive Quotes received (not RFP proposals).

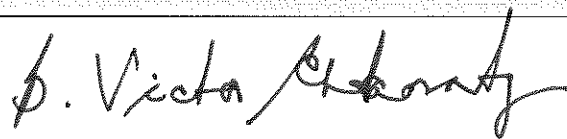
Consensus scoring was conducted for all proposals received.

4. Reminder regarding Award Notification Letters.

Award notification letters should be sent out to bidders following all competitive processes. If you are not already aware, please note that award notification letters must state that the award is conditional, pending SPRC Approval and negotiation of a mutually agreeable contract. The letters must also include a notification of all bidders' right to appeal the decision. Please be sure to use the template on the Division of Purchases' website:

http://www.maine.gov/purchases/files/Sample_Award_Notification_Letter.doc

**Signature of requesting
Department's Contract
Administrator (or other
relevant stakeholder):**



Printed Name:

B. VICTOR CHAKRAVARTY

Date:

4 MAY 2017

STATE OF MAINE
Department of Administrative and Financial Services
Office of Information Technology
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 31st day of, January 2019, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Enhanced Communications of Northern New England Inc., hereinafter called "Provider," is hereby amended as follows:

1. The Vendor name is changed from Enhanced Communications of Northern New England Inc. to Consolidated Communications Enterprise Services, Inc.

Reason: Corporate merger via State of Delaware, Division of Corporations Certificate of Merger, SR #20188385263, Authentication # 204191089, dated 12-28-2018, entered herein as Attachment A and State of Delaware Certificate of Amendment-Formation, entered herein as Attachment B.

2. The State of Maine AdvantageME Vendor Code is changed from VS0000008228 (*Enhanced Communications of Northern New England*) to VC0000232688 (*Consolidated Communications Enterprise Services, Inc.*)

Reason: Above-referenced merger required new EIN/TIN number assignment for the newly formed company. This requires a unique Vendor Code number for the Department's Accounting System in order to process payments to the new entity.

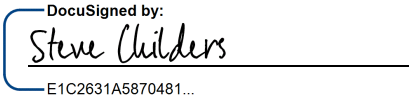
3. The Scope of Services in Rider A is unchanged. The surviving corporation of the merger, Consolidated Communications Enterprise Services, Inc. hereby assumes and shall be responsible for all the rights of obligations of Enhanced Communications of Northern New England, Inc. under this Agreement

All other terms and conditions of the original contract dated April 27th, 2017 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: Consolidated Communications Enterprise Services, Inc.

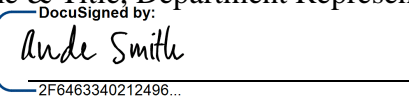
By: Steven L. Childers, Chief Financial Officer
(Name & Title, Provider Representative)

Signature:  Date: 2/6/2019
E1C2631A5870481...

and

Department of Administrative and Financial Services
Office of Information Technology

By: Ande A. Smith, CIO
(Name & Title, Department Representative)

Signature:  Date: 2/7/2019
2F6463340212496...

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

(note: this section must be completed by using agency)

Department number and Contract number (CT #):MA-18P-1705040000000000126

Vendor Code: (NEW) VC0000232688

New Service Date: N/A

Old Contract Amount: \$ 0.00 Based on Usage

Account Codes: _____

Amount of Adjustment: \$ 0.00

New Contract Amount: \$0.00 Based on Usage

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ENHANCED COMMUNICATIONS OF NORTHERN NEW ENGLAND INC.", A DELAWARE CORPORATION,

WITH AND INTO "CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC." UNDER THE NAME OF "CONSOLIDATED COMMUNICATIONS ENTERPRISE SERVICES, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2018, AT 2:51 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2018 AT 5 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.




Jeffrey W. Bullock, Secretary of State

3550868 8100M
SR# 20188385263

Authentication: 204191089
Date: 12-28-18

**CERTIFICATE OF MERGER
OF
ENHANCED COMMUNICATIONS
OF NORTHERN NEW ENGLAND INC.
WITH AND INTO
CONSOLIDATED COMMUNICATIONS
ENTERPRISE SERVICES, INC.**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Consolidated Communications Enterprise Services, Inc., and the name of the corporation being merged into this surviving corporation is Enhanced Communications of Northern New England Inc.

SECOND: The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Consolidated Communications Enterprise Services, Inc., a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2018 at 5:00 p.m. EST.

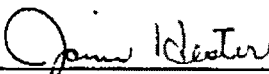
SIXTH: The Agreement and Plan of Merger is on file at 121 S. 17th Street, Mattoon, IL 61938, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed
by an authorized officer, this 26th day of December, 2018.

**CONSOLIDATED COMMUNICATIONS
ENTERPRISE SERVICES, INC.**

By: 
Janice Hester
Authorized Officer

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC", CHANGING ITS NAME FROM "NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC" TO "CONSOLIDATED COMMUNICATIONS OF NORTHERN NEW ENGLAND COMPANY, LLC", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2018, AT 3:27 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2018 AT 11:59 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

4271550 8100
SR# 20188387051

Authentication: 204190364
Date: 12-28-18

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC**

1. Name of Limited Liability Company: Northern New England Telephone Operations LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is changed to Consolidated Communications of Northern New England Company, LLC.

3. The amendment is to become effective on December 31, 2018 at 11:59 p.m. EST.


[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on
the 26th day of December, 2018.

By: Janice Hester
Janice Hester
Authorized Person

Division of Procurement Services Amendment Authorization Form

Form Instructions: This form must accompany amendments being proposed for approval to existing contracts.

Program Administrator:	Louise Robertson/Ellen Lee	Office/Division/Program:	DAFS/OIT
Phone:		CT Number:	MA 18P 170504*0126
Amendment Amount \$:	\$0.00 Master Agreement	Revised Agreement Amount: \$	N/A
Amendment Date:	01/31/2019	Revised Agreement End Date:	
Provider/Vendor's Business Name and Address:	Enhanced Communications of Northern New England Inc. 1 Davis Farm Rd. Portland, ME 04103		
VC Number:	VS0000008228		
Type of Service:	SIP Trunking Services		
1. Specific Problem or Need for Amendment:			
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.			
<p>Corporate merger via State of Delaware, Division of Corporations Certificate of Merger, SR #20188385263, Authentication # 204191089, dated 12-28-2018 and State of Delaware Certificate of Amendment-Formation.</p>			
2. Adjustment in Agreement Amount:			
If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".			
<p>There is no adjustment in the amount of the MA, as it is \$0.00 based on usage. However, the State of Maine AdvantageME Vendor Code must be changed from VS0000008228 (Enhanced Communications of Northern New England) to VC0000232688 (Consolidated Communications Enterprise Services, Inc.)</p>			
Approved by			
Date:	2-17-19		