

AGILE
Amendment 2 to Service Attachment 2
MARCS Connect Services

This is Amendment 2 to the Service Attachment 2 to the Master Service Agreement between the State of Ohio, The Department of Administrative Services ("the State"), and Agile Network Builders, LLC. ("Service Provider").

WHEREAS, The Service Provider and the State entered into a Contract signed by the State on March 9, 2012 for the provision of Agile Ohio Network Connect Services; and the Service Provider and the State hereby agree to modify the Contract as follows:

1. Page 3 of the Contract shall be amended to modify Section 2 **Description of Services** so that the second paragraph will read:

MARCS Connect Services are provided throughout the state-wide network operated by the Service Provider and are configured specific to MARCS performance and operational requirements to carry MARCS voice and data communications traffic across the Ohio Network to the State of Ohio Computer Center ("SOCC") or other specified MARCS termination point.

2. Page 3 of the Contract shall be amended to modify Section 2.2 **Service Component Requirements** so that it will read:

The Service Provider will provide MARCS Connect Services either in the form of a T1 connection or via a Layer 2 Ethernet connection by way of an industry standard RJ45 connection as the demarcation point for MARCS's circuit connection.

3. Page 4 of the Contract shall be amended to modify Section 5.1 **Circuit Pricing** so that it will read:

This is a Monthly Recurring Charge ("MRC") per circuit for up to 10 Mbps of bandwidth. Circuit pricing includes inside construction / demarcation extensions costs, such that delivery of the Service from the outside of the building to the agreed upon inside location as requested by MARCS is provided at no additional cost beyond those provided by the pricing table in Section 6 below, if the demarcation extension is no more than 200 cable feet.

4. Page 5 of the Contract shall be amended to modify Section 6 **Pricing** so that it will read:

6. Pricing

MARCS Connect Service Circuits are either 5 Mbps provided on a 60 month term Service Term at \$620 per month per circuit or 10 Mbps provided on a 60 month Service Term at \$760 per month per circuit. The Installation Fee is \$360 per circuit. Construction Costs may apply for Orders placed on or after the effective date of this Amendment on an Individual Case Basis (ICB) and must be identified on the Service Provider's quote to MARCS.

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5. Page 5 of the Contract shall be amended to add Section 9.2 **MARCS Performance Measures** so that it will read:

9.1.2 Ethernet Circuits

For Ethernet based connections the following table dictates the requirements of the various MARCS connection equipment and their associated SLO requirements.

Site Type	Required throughput (FD, Mbps)	Maximum allowed latency (ms) (One Way)	Maximum allowed jitter (ms) (One Way)
ASR	1	20	15
Simulcast Prime	1	10	10
Simulcast Sub-Site	1	10	10
Dispatch	10	10	10
Inter-zone Controller	10	10	10
Master Zone controller	60	See Note 1	15

Note 1: Dependent on the type of link, (ASR, Prime, MCC7500, InterZone)

* The values in the table are related to normal operation, separate values need to be added for failover scenario.

9.1.2.1 Ethernet Testing

Ethernet circuits will be required to pass a y.1564 test for appropriate site type as specified in 9.1.2.

9.1.3 If Changes Are Required

If changes are required by MARCS, and a major redesign or additional infrastructure is required to maintain the Performance Requirements, then Service Provider shall provide details of options available to MARCS including the associated costs to MARCS.

6. Page 6 of the Contract shall be amended to add the following paragraph to Section 11 **Installation and Acceptance of Service:**

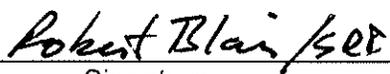
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If Service Provider is unable to meet the agreed schedule (provided such failure is not due to the fault of MARCS), within ninety (90) days after such agreed schedule, MARCS and Service Provider will either agree, in writing, upon a new schedule or MARCS may cancel the Order. Except for a cancellation of a Service Order under the immediately preceding sentence, if MARCS cancels a circuit prior to installation being completed, MARCS will reimburse Service Provider for all time and materials incurred prior to the effective date of termination, including any third party charges resulting from the termination and Construction Cost. MARCS must submit an Order to cancel Service through the State's Ordering System (TSR).

Signature Page to Follow

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IN WITNESS WHEREOF, the Parties have executed this Amendment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

AGILE NETWORK BUILDERS	STATE OF OHIO THE DEPARTMENT OF ADMINISTRATIVE SERVICES
 _____ Signature	 _____ Signature
 _____ Printed Name	Robert Blair/srd _____ Printed Name
CEO _____ Title	DAS Director Assistant Director/State CIO _____ Title
8/27/13 _____ Date	9/5/13 _____ Effective Date