

ITEM III.

**PROPOSED AGENDA
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
Board of Trustees' Emergency Meeting
Tuesday, March 23, 2021**

DATE: Tuesday, March 23, 2021

TIME: 12:00 p.m.

PLACE: Pursuant to the Governor's Emergency Directive on Public Meetings, [http://gov.nv.gov/News/Emergency_Orders/2020/2020-03-22 -
_COVID-19_Declaration_of_Emergency_Directive_006/](http://gov.nv.gov/News/Emergency_Orders/2020/2020-03-22_-_COVID-19_Declaration_of_Emergency_Directive_006/) this meeting will take place online via Webex. Connection information is listed on page 4.

The Agenda and Board meeting documents can be found at <https://lvccld.org/board/board-of-trustees-meetings/>

I. Roll Call and Pledge of Allegiance

II. Public Comment

Topics raised under this item must be limited to matters on today's Agenda. If you wish to comment on an item appearing on this agenda, you may send an email to boardcomments@lvccld.org. Please identify on which agenda item you are commenting. Any comments not so identified will be read at the end of this meeting.

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

III. Board Action to accept Proposed Agenda (For possible action)

IV. New Business

A. Discussion and possible Board action regarding contract award to Cox Communications for the purchase of telecommunications services for the District.

V. Announcements

The Finance and Audit Committee Meeting will be held on Thursday, April 8, 2021 at 4:00 p.m. via Webex and at the East Las Vegas Library.

The next Board Meeting will be held Thursday, April 8, 2021, at 6:00 p.m. via Webex and at the East Las Vegas Library.

The Career Online High School Graduation ceremony will take place on Wednesday, April 21, 2021 6:00 p.m. in the Clark County Library Theater.

VI. Public Comment

Topics raised under this item cannot be acted upon until the notice provisions of the open meeting law have been met. If you wish to make public comment on this item, you may send an email to boardcomments@lvccld.org. Please identify this agenda item in your email.

The public comment period at library district board meetings shall be limited to a maximum of forty-five (45) minutes for both periods of public comment. Remarks by speakers during the public comment period shall be limited to three (3) minutes, each. A speaker may not transfer time to another speaker; although, the chair has the authority to grant additional time to a speaker. When more than fifteen (15) people wish to comment, the chair shall proportionately reduce the time allotted to the forty-five minute maximum.

VII. Adjournment

NOTE: AT ANY TIME, ANY ITEM ON THIS AGENDA MAY BE TAKEN OUT OF ORDER, COMBINED WITH ONE OR MORE OTHER ITEMS ON THE AGENDA OR REMOVED FROM THE AGENDA, EITHER AT THE DISCRETION OF THE CHAIR OR BY VOTE OF THE BOARD.

NOTE: REASONABLE EFFORTS WILL BE MADE TO ASSIST AND ACCOMMODATE PERSONS WITH PHYSICAL DISABILITIES DESIRING TO ATTEND THE MEETING. PLEASE CALL ALLISON BOYER AT (702) 507-6186 SO THAT ARRANGEMENTS FOR ATTENDANCE MAY BE MADE NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

NOTE: PLEASE CONTACT ALLISON BOYER AT (702) 507-6186 OR boyera@lvccld.org TO REQUEST THE SUPPORTING MATERIAL FOR THIS MEETING. SUPPORTING MATERIAL CAN BE FOUND AT <https://lvccld.org/board/board-of-trustees-meetings/>.

Pursuant to NRS 241.020, this item has been properly noticed and posted online at the Las Vegas-Clark County Library District website, www.lvccld.org and at Nevada Public Notice at <https://notice.nv.gov>. Written notice of the meeting of

the Las Vegas-Clark County Library District Board of Trustees was given on Wednesday, March 17, 2021, i.e., given at least three (3) working days before the meeting, including in the notice the time, way to access the meeting, and agenda of the meeting:

- A. By delivering a copy of the notice to each Library Trustee;
- B. By posting a copy of the notice at the principal office of the Library Trustees, or if there is no principal office, at the building in which the meeting is to be held, and at least three other separate, prominent places within the jurisdiction of the Trustees, to wit:
 - 1. Clark County Library
1401 E. Flamingo Road
Las Vegas, NV 89119
 - 2. East Las Vegas Library
2851 E Bonanza Road
Las Vegas, NV 89101
 - 3. Sunrise Library
5400 Harris Avenue
Las Vegas, NV 89110
 - 4. West Charleston Library
6301 W. Charleston Boulevard
Las Vegas, NV 89146
 - 5. West Las Vegas Library
951 W. Lake Mead Boulevard
Las Vegas, NV 89106
 - 6. Windmill Library
7060 W. Windmill Lane
Las Vegas, NV 89113
 - 8. Las Vegas-Clark County Library District website
www.lvccld.org
- C. By mailing a copy of the notice to each person, if any, who has requested notice of the meetings of the Las Vegas-Clark County Library Board of Trustees in the same manner in which notice is requested to be mailed to a member of the Library Board of Trustees.

- D. Webex Connection information:
<https://lvccld.webex.com>
Event number (access code): 187 247 5553
Password: EJsM26cKAu4
Join by phone: +1 (408) 418-9388
Use same meeting number
Join from a video system or application:
Dial [1872475553@lvccld.webex.com](https://lvccld.webex.com)
You can also dial [173.243.2.68](https://lvccld.webex.com) and enter your meeting number.



AGENDA ITEM

MARCH 23, 2021 EMERGENCY MEETING OF THE BOARD OF TRUSTEES

Agenda Item #IV.A.:

Discussion and possible Board action regarding contract award to Cox Communications for the purchase of telecommunications services for the District.

Background:

On April 14, 2016, the Board of Trustees approved five-year contracts to provide telecommunications services for the District. All of these contracts will expire by October 2021. Since these contracts will expire, the District needs to establish new long-term contracts for these services.

The federal E-Rate Program is designed to help communities across the country secure access to affordable telecommunications services by providing funding. NRS 332.115(q) exempts these services from the bidding process. However, E-Rate Program participants must competitively bid and select the most cost-effective companies to provide the requested goods and/or services to receive funding. In order to comply with E-Rate Program requirements, the contracts must be in place by March 25, 2021.

The IT department worked with the Development and Planning Director Danielle Milam and the District's E-Rate Consultant, eRate 360 Solutions, LLC, to advertise the Form 470 bid document for telecommunications services on February 5 and with the required window for receiving and evaluating proposals, the District could not execute any contracts for these services before March 5.

The District received proposals for these services from Cox Communications, Cytranet, Lumen (dba CenturyLink), and Proficient Telecom. After evaluating the proposals, the submissions from Cytranet and Proficient Telecom were considered not-responsive because although they provided pricing, the proposals did not indicate what services were available at each location. The Lumen proposal was incomplete because it did not provide a proposal for most of our locations and several of our current vendors, including Stimulus Technologies, LV.NET, Moapa Valley Telephone, and Reliance Connects did not provide proposals. Only Cox Communications provided a proposal for all of our locations.

The District's E-Rate reimbursement for Category 1 (telecommunications) services is currently 90%. So, although the District will pay the full cost for these services (\$31,241.97 per month), 90% of the cost (\$28,117.77) will be reimbursed back to the District by the E-Rate Program.

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The table below is a list of the services and monthly costs proposed by Cox.

	Cox
Urban Branches	
Centennial Hills (100 Mb)	\$430.00
Clark County (200 Mb)	\$500.00
Clark County DR (100 Mb)	\$430.00
Enterprise (100 Mb)	\$430.00
East Las Vegas (100 Mb)	\$430.00
Meadows (50 Mb)	\$390.00
Rainbow (100 Mb)	\$430.00
Sahara West (100 Mb)	\$430.00
Spring Valley (100 Mb)	\$430.00
Summerlin (100 Mb)	\$430.00
Sunrise (100 Mb)	\$430.00
West Charleston (100 Mb)	\$430.00
West Las Vegas (100 Mb)	\$430.00
Whitney (100 Mb)	\$430.00
Windmill Service Center (1 Gb)	\$1,075.00
Windmill SC Internet (1 Gb)	\$1,332.00
Windmill PRI Lines	\$599.97
Outlying Branches	
Blue Diamond (10 Mb)	\$428.00
Bunkerville (10 Mb)	\$3,239.00
Goodsprings (10 Mb)	\$1,193.00
Indian Springs (10 Mb)	\$3,239.00
Laughlin (50 Mb)	\$925.00
Mesquite (50 Mb)	\$687.00
Moapa Town (10 Mb)	\$3,239.00
Moapa Valley (10 Mb)	\$3,239.00
Mt. Charleston (10 Mb)	\$2,172.00
Sandy Valley (10 Mb)	\$3,239.00
Searchlight (10 Mb)	\$585.00
TOTAL	\$31,241.97

Recommended Action:

Motion to authorize staff to award a three-year contract to Cox Communications for the purchase of telecommunications services in the amount of \$31,241.97 per month, pending review by counsel.



2/26/2021

Ms. Danielle Milam and Mr. Albert Prendergast
Las Vegas - Clark County Library District
7060 W. Windmill Lane
Las Vegas, Nevada 89113

RE: Request for Proposal
Las Vegas Clark County Library District

Dear Ms. Milam and Mr. Prendergast:

Cox Nevada Telcom, LLC (Cox) is pleased to present our response to your Request for Proposal for the Las Vegas Clark County Library District.

There is no doubt that 2020 was a challenging year for everyone across the Nation. That was particularly evident here in Southern Nevada, however, with every challenge comes opportunity. While the pandemic surged onward and forced the closure of businesses nationwide, including those on our beloved Strip, the educational tools including the digital resources of the Las Vegas Clark County Library did not falter. Cox was proud to support the upgrade of two locations to increase internet connections, providing students with additional learning opportunities.

For more than 10 years, our partnership and technology has supported libraries across our Nation and today we support 14 libraries within your District. That is why we are confident after reviewing your RFP requirements for the 25 libraries within Las Vegas and your regional areas, we are uniquely positioned to enable your vision for the libraries.

Cox has the technical capabilities to support your libraries and provide the flexibility to address your needs in the future. Our proposed solution is based on a hybrid model of providing services for all 25 library locations, including those on our network and through an alignment with strategic partners to support the regional area locations. We designed SD-WAN as an option for your lower bandwidth outlying branches for more visibility and network monitoring.

This portfolio of managed network services in our response provides the foundation for Las Vegas Clark County Library to unleash the full potential of your staff, the community, schools, and students for years to come. We appreciate the opportunity to bid on this project and continue our partnership with Las Vegas Clark County Library.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff J. Breaux".

Jeff J. Breaux
Senior Vice President

Cox Business
(404) 269-6504
Jeff.Breaux@cox.com



Response to Las Vegas-Clark County Library District

RFP for Internet Access Service

Cox Business (Cox Nevada Telcom, L.L.C.) is responding to
Las Vegas - Clark County Library District

Executive Summary

Distance education, virtual libraries, and digital research are just a few examples of why telecommunications are vital in today's environment. Telecommunications support privacy, curriculum preparation, digital information, community outreach, and many other aspects of running a modern library.

The Goals You Want to Achieve

Cox understands your business environment. We serve libraries in Las Vegas and across the country with similar needs.

Telecommunications is an integral part of the way you operate—and the way you serve students, adults, and the community with digital libraries. Your innovation and efficiency depend on innovative, reliable, and cost effective communications solutions. Working with the right service provider, Las Vegas - Clark County Library District has several key objectives.

Managing and accelerating growth

To stay ahead of the competition, Las Vegas - Clark County Library District needs to grow its business in a way that is manageable—and profitable. Without the right telecommunications tools in place, facilitating growth can create as many challenges as opportunities. A partner must have experience helping customers design communications solutions that not only meet today's needs, but that have the capacity and flexibility to meet the requirements of a growing organization.

Improving reliability and stability

The complexity of communications networks leaves little room for error. You cannot compromise your productivity, or your reputation, by settling for insufficient technologies. Las Vegas - Clark County Library District needs to know that a communication network is reliable and stable. You simply can't afford wasted work hours spent troubleshooting problems and restoring service.

Our Recommended Solutions

Cox Metro Ethernet

Cox Metro Ethernet lets the Library connect multiple locations by combining the simplicity of Ethernet with our reliable optical fiber network. It is a secure, cost-effective way to extend network reach. Cox Metro Ethernet effectively carries all converged services such as data, voice over IP and video over IP.

We designed Cox Metro Ethernet for medium to large businesses, government and educational entities, ISPs/ASPs, and IXC/carriers. These customers need a high-quality, highly scalable Ethernet networking solution to support their data- and bandwidth-intensive applications, and voice and data convergence strategies.

Cox Metro Ethernet uses familiar Ethernet technology to connect locations and eliminate the need to deploy complicated LAN-WAN conversion technologies. IT professionals can capitalize on this simplicity by applying the same technical expertise to both internal and external network connectivity.

This solution delivers high-speed, metro-area-wide Ethernet connectivity that lets the Library employ the latest technologies, protocols and traffic control. It eliminates the need to purchase and install expensive CPE at each location, resulting in lower cost of ownership. The service allows consolidation of data, voice and video services. It also works easily with existing network equipment, reducing cost and complexity.

Our Ethernet connectivity solutions offer a range of high speeds and design configurations, ranging from fully meshed to hub-and-spoke, to match your bandwidth and connectivity needs. Cox can easily adjust your Metro Ethernet speeds and network designs to grow with your business. Our networking services leverage our highly resilient, self-healing MPLS core infrastructure, providing customers with scalable solutions that carry converged services such as voice, data and video.

With the Cox Metro Ethernet product, Cox is including our **EPMR (Ethernet Performance Management Reporting)** web-based access tool that provides ad hoc report generation and verification of performance levels on-demand.

Through our Ethernet Performance Management Reporting (EPMR) Web-based portal, you have a keen observation of the health of your Ethernet circuit (please note that this service is available for on-net circuits only and is based upon equipment as well as location).

Circuit Health: Provides you access to your network's vital health statistics, such as Latency, Jitter, Data Delivery Rate, Packet Loss and Utilization on a per-circuit basis.

Near Real-Time Reporting: Dynamic and Requested reports display data from the last 15-minute period, which ensures the information is always fresh.

Anytime-Anywhere Access: Retrieve data from any location using a standard Web browser.

One-Click Convenience: Access EPMR with a single click from your Cox MyAccount site. No need to remember separate passwords or user IDs.

Flexible Reporting: Requested and Template reports can be printed and exported as industry standard

Cox Optical Internet

The Internet is mission-critical to Las Vegas - Clark County Library District's operations. Cox Optical Internet provides a dedicated connection rate for reliable business traffic. Fiber-optic reliability and scalable speeds are ideal to meet large businesses' Internet access requirements. This flexible solution consistently delivers equally fast upload and download speeds. That reduces the time to send and receive increasingly large data files—and increases productivity.

We designed our network for exactly what data-heavy users need - a system that is dependable and fast. Whether using data-intensive applications like video conferencing, or simply meeting the extensive communication needs of a large staff, Optical Internet offers a "big pipe" connection to handle all of Las Vegas - Clark County Library District's Internet traffic. Optical Internet scales to keep price and speed in balance. As bandwidth requirements change Cox can easily keep the technology on pace with your needs—and keep employees productive and satisfied.

By using our multi-Terabit nationwide network, we can quickly connect your Internet traffic to any location in the world. And, with our fiber-optic based metropolitan area network in Las Vegas, you are assured of a well-designed, customized solution supported by knowledgeable local personnel that deliver dependability, quality, and reliability.

RapidScale SD-WAN

RapidScale, a Cox Business company, offers software-defined WAN (SD-WAN) technology that provides improved performance, reduced costs and enhanced security. With an SD-WAN solution that combines real-time path selection, edge routing, stateful firewall, end-to-end QoS, and WAN optimization, you can deliver the reliability and efficiency your business demands.

- Centralize management and gain visibility to drastically reduce bandwidth and operational costs
- Easily expand use of virtualized applications and desktops
- Ensure application reliability and quality via path measurement, selection and security
- Securely forward application traffic from branch locations across the WAN and to the internet

Why Choose Cox

Business customers choose Cox for a variety of reasons. We offer many business strengths; and listed below are several differentiators that we think are most relevant to Las Vegas - Clark County Library District.

Network Excellence for the Highest Reliability

With Cox, Las Vegas - Clark County Library District can conduct business with confidence no matter how demanding your network requirements are. We use the right technology, hardware and materials to build a sophisticated, homogenous network from the ground up. Just as important, we rigorously support and update our equipment. Our focus on these basic principles ensures your business continuity, protects your revenue, and delivers scalability for the future.

Local Resources

Cox invests broad resources in our markets so we have a truly locally identity. Multi-disciplinary teams know the customers and the communities in which we work. Las Vegas - Clark County Library District will have face-to-face contact with teams that engineer, sell, provision and support our solutions. Our local presence, including VP-level and above, creates uncommon transparency and comfort knowing that we are there when you need us.

About Cox

History of Cox Enterprises

Cox Enterprises, Inc. is the parent company of Cox Communications and serves as the model from which we derive our vision and focus as a company, which dates back to 1898 when three-term Ohio Governor James M. Cox bought what is now The Dayton Daily News. In 1935, Governor Cox started Ohio's first radio station, WHIO, just as radio was gaining widespread popularity. In 1939, Cox acquired The Atlanta Journal newspaper and WSB, the South's oldest and most powerful radio station. Cox's innovation continued in 1948 when WSB-TV in Atlanta became the South's first television station; WHIO-TV in Dayton began broadcasting later that year. Cox Communications, the parent company to Cox Business, began with the acquisition of three small cable systems in rural Pennsylvania in 1962.

About Cox Communications

As a wholly owned subsidiary of Cox Enterprises, Cox Communications is a broadband communication and entertainment company. We provide advanced digital video, Internet and telephone services over our own nationwide IP network. As the third-largest U.S. cable TV company, Cox serves approximately six million residences and businesses.

- Cox Business is a facilities-based provider of voice, video and data solutions for commercial customers.
- Cox Media is a full-service provider of national and local cable spot and new media advertising.

Cox Communications is known for our pioneering efforts in cable, telephone and commercial services. We are also proud of our industry-leading customer care and our outstanding workplaces.

For ten years, Women in Cable Telecommunications has recognized Cox as the top operator for women. Cox has ranked among DiversityInc's Top 50 Companies for Diversity 13 times. In 2019, Cox Communications earned the No. 11 spot on the 2019 DiversityInc Top 50 Companies for Diversity list. This marks the 14th time the company has been recognized among the nation's corporate diversity leaders.

About Cox Business

Cox Business is the commercial arm of Cox Communications. We offer a variety of advanced high-speed Internet, phone and digital video services over our own IP network. Since 1998, more than 400,000 business customers of all sizes have chosen Cox. Our primary vertical markets include healthcare providers, K-12 and higher education, financial institutions and federal, state and local government organizations. We also serve most of the top-tier wireless and wireline telecommunications carriers in the U.S. through our wholesale division.

According to Vertical Systems Group, Cox Business is one of the largest providers of business Ethernet services in the U.S., based on customer ports. We have been consistently recognized for our leadership among small/midsize business data service providers. Cox is currently the seventh largest voice service provider in the U.S. and supports over one million business phone lines.

Cox has invested more than \$16 billion in the communities we service. These investments include infrastructure upgrades and more than 125,000 miles of metro fiber and hybrid fiber coax services to homes and businesses in our service area. Our team of over 20,000 employees maintains over six million customer relationships. Cox supports the local communities through cash, grants and in-kind contributions, providing more than \$100 million annually.

About Cox Las Vegas

Cox has a long history of providing telecommunications services and is an established and trusted provider in the Las Vegas Valley – particularly in the hospitality industry. Cox Business has provided local business, industry and government with commercial telephony since 1996. Over the last ten (10) years, Cox has invested more than \$1 billion in Las Vegas through infrastructure upgrades and more than 8,000 miles of fiber delivering video, phone and high-speed Internet service to homes and businesses. Within the Las Vegas Valley, Cox maintains over 500 thousand customer relationships including more than 31,00 Cox Business customers. Cox also employs 1,300 local residents contributing more than \$2.8M annually to area taxes and \$20.5M in franchise fees. Cox supports the local communities through cash, grants and in-kind contributions, providing more than \$1.5M to over 100 non-profit organizations.

About RapidScale

RapidScale, A global managed cloud services provider, the company has increased YOY revenue by 20% and a 45% infrastructure increase since its acquisition by Cox Business in August 2018. The combined connected cloud platform delivers a wide range of technology to help businesses improve productivity and reduce IT expenditures. RapidScale delivers world-class, secure, and reliable cloud computing solutions to companies of all sizes across the globe. RapidScale's managed cloud solutions provide reliable, innovative, and secure services, all complete with white-glove service and full management options.

- Cloud Desktop Operations as a Service- Your IT team can eliminate the hassle of day-to-day updates, patches, and user management. Managed cloud solutions can help move your business to the next level of IT productivity and profitability!

- Cloud Desktop Security as a Service- Virtual desktops that are easy to manage and incredibly secure. Enterprise-Grade Cloud Protection with Unified Security Management™ provides an all-in-one approach to security management and threat detection.
- Cloud Desktop Network as a Service- A multi-layer defense strategy tailored to your business, reaching from virtual desktops to hosting your data in our Tier 3 data centers, can put you into a position that enables both business continuity and regulatory compliance.
- RapidScale Named Citrix Top Innovator for Enablement and Growth in 2017- RapidScale won the award in the Citrix Service Provider (CSP) category at the Citrix Summit. After being a finalist alongside Fujitsu, RapidScale took home the award that recognized us for growth in the CSP Program.



Conclusion

Cox gives you the tools and advice to better serve your students and your community. We help your faculty and staff be more productive, and make it easier for students and the public to interact with Las Vegas - Clark County Library District. Thank you for this opportunity to compete for your business. We look forward to the next stage in your selection process.

INTERNET ACCESS SERVICE

For
Las Vegas Clark County Library District

Scope Of Work:

Internet Access Transport Only 12 Sites 10 MBPS Minimum, 100 MBPS Maximum.

- The 12 "outlying" libraries are 1) Blue Diamond, 2) Bunkerville, 3) Goodsprings, 4) Indian Springs, 5) Laughlin, 6) Meadows, 7) Mesquite, 8) Moapa Town, 9) Moapa Valley, 10) Mount Charleston, 11) Sandy Valley and 12) Searchlight, 10-50 Mbps and with/without Internet access.

Internet Access and Transport Bundled 500 MBPS Minimum up to 1 GBPS Maximum

Leased Lit Fiber Service up to 12 sites 100 MBPS Minimum up to 1 GBPS Maximum

- The 12 "urban" libraries are 1) Centennial Hills, 2) Clark County, 3) East Las Vegas, 4) Enterprise, 5) Rainbow, 6) Sahara West, 7) Spring Valley, 8) Summerlin, 9) Sunrise, 10) West Charleston, 11) West Las Vegas, and 12) Whitney)

50 MBPS Minimum up to 100 MBPS Maximum 2 Sites,

- The 2 larger "outlying" libraries are Laughlin and Mesquite, 50-100 Mbps, and without Internet access

10 MBPS Minimum up to 50 MBPS Maximum 7 Sites

- The 7 "outlying" libraries are 1) Blue Diamond, 2) Bunkerville, 3) Goodsprings, 4) Meadows, 5) Moapa Town, 6) Moapa Valley and 7) Searchlight, 10-50 Mbps, and with/without Internet access.

10 MBPS Minimum up to 50 MBPS 3 Sites Wireless Service

- Sites are Mt Charleston, Indian Spring and Sandy Valley

100 MBPS Disaster Recovery 1 Site

Locations:

Centennial Hills Library

6711 N. Buffalo Dr.
Las Vegas, NV 89131

Clark County Library

1401 E. Flamingo Road
Las Vegas, NV 89119

Enterprise Library

8310 South Las Vegas Blvd.
Las Vegas NV 89123

East Las Vegas Library

2851 East Bonanza Road
Las Vegas NV 89101

Meadows Library

300 W. Boston Ave
Las Vegas, NV 89102

Rainbow Library

3150 N. Buffalo Dr.
Las Vegas, Nevada 89128

Sahara West Library

9600 West Sahara Ave.
Las Vegas, NV 89117

Spring Valley Library

4280 South Jones Blvd.
Las Vegas, NV 89103

Summerlin Library
1771 Inner Circle Dr.
Las Vegas, NV 89134

Sunrise Library
5400 Harris Ave.
Las Vegas, NV 89110

West Charleston Library
6301 W. Charleston Blvd.
Las Vegas, NV 89146

West Las Vegas Library
951 W. Lake Mead Blvd.
Las Vegas, NV 89106

Whitney Library
5175 E. Tropicana Ave.
Las Vegas, NV 89122

Windmill Library and Service Center (Network HUB)
7060 W Windmill Lane
Las Vegas, NV 89113

Blue Diamond Library
14 Cottonwood Drive
Blue Diamond, NV 89004

Bunkerville Library
150 West Virgin Street
Bunkerville, NV 89007

Goodsprings Library

365 West San Pedro Ave.
Goodsprings, NV 89019

Indian Springs Library
715 Gretta Lane
Indian Springs, NV 89018

Laughlin Library
2840 South Needles Hwy.
Laughlin, NV 89029

Mesquite Library
160 West First North St.
Mesquite, NV 89027

Moapa Town Library
1340 East Highway 168
Moapa, NV 89025

Moapa Valley Library
350 N. Moapa Valley Blvd.
Overton, NV 89040

Mt. Charleston Library
75 Ski Chalet Pl.
Las Vegas, NV 89124

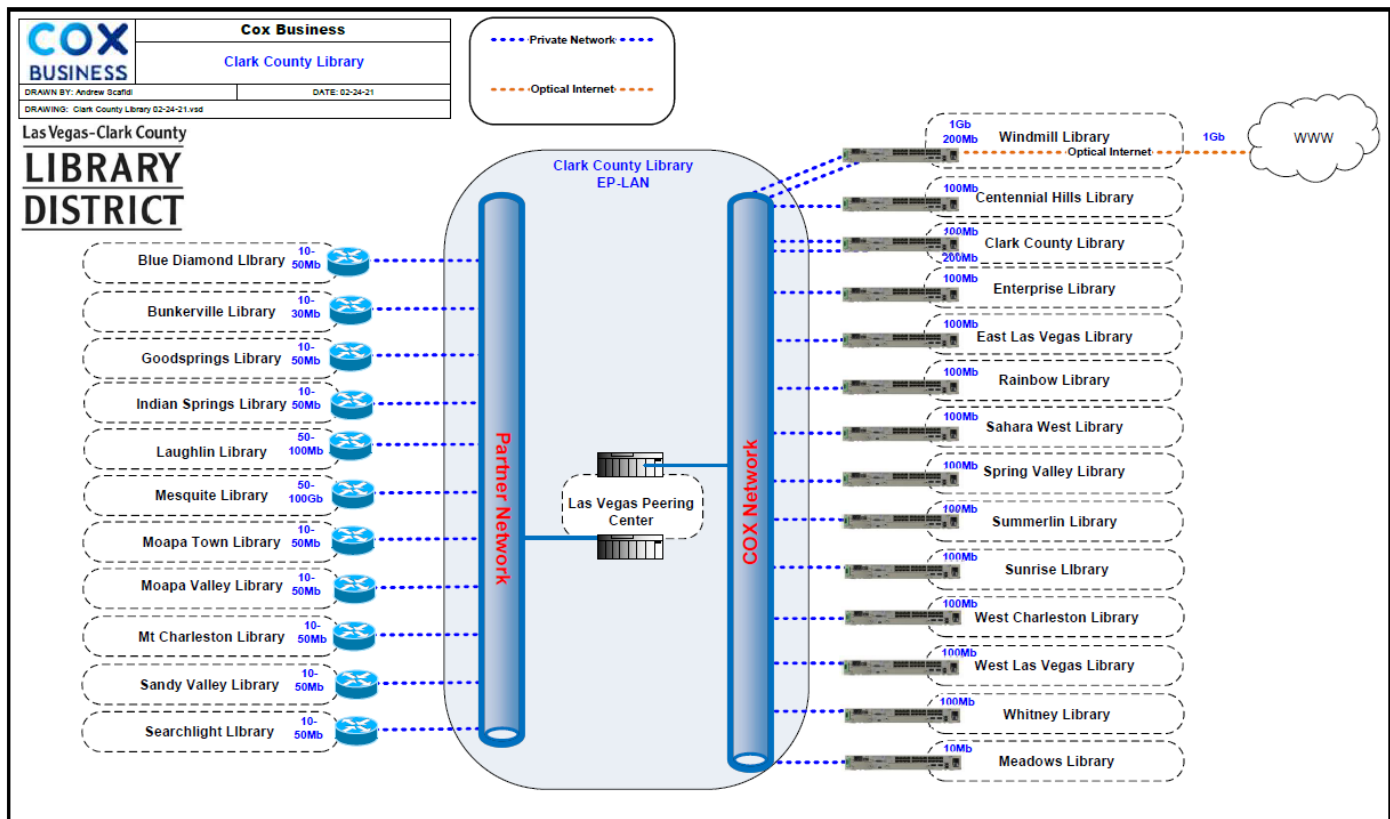
Sandy Valley Library
650 West Quartz Ave.
Sandy Valley, NV 89019

Searchlight Library
200 Michael Wendell Way
Searchlight, NV 89046

Proposed Network Solution

The Cox Business solution is comprised of a fully managed, large EP-LAN (Metro-E) network, connecting to 14 Cox in-footprint libraries and 11 out-of-footprint (OOF) libraries. The in-footprint libraries will connect to the Cox Core Network facilities using Cox provided fiber and hybrid fiber coax (HFC) technologies where appropriate. The OOF locations will be connected to the EP-LAN using peering partners over type-II leased facilities. Cox will endeavor to provide the RFP requested bandwidth in the OOF locations but bandwidth may be limited by the technologies available in those areas. Bandwidth requirements in-footprint will be as requested in the RFP. Type-II carriers will be connected into the Cox Network at peering facilities to complete the EP-LAN.

A large, 1Gbps Cox Optical Internet service (COI) will be provided at the Windmill Library district hub.



Cox RapidScale SD-WAN Solution

With an SD-WAN solution that combines real-time path selection, edge routing, stateful firewall, end-to-end QoS, and WAN optimization, you can deliver the reliability and efficiency your business demands.

- **Virtual Desktops:** With a reliable network connection, users won't lose access to their virtual environments, while the business maintains end-to-end visibility over each session.
- **High Performance:** SD-WAN increases the performance and reliability of traditional enterprise applications, SaaS applications and virtual desktops over any network.
- **Mobility:** RapidScale's SD-WAN offering enables businesses that rely on branch offices or remote employees to effectively and economically increase WAN throughput.
- **Security:** Secure the branch perimeter and data access while controlling application delivery across the WAN and to the cloud, with encryption, app-level policies and more.

Cox 3 Year Pricing

Note: The prices do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Third party service provider service pricing set forth herein shall be valid for a period of **90** days after bid submission, and is subject to completion of final site surveys, and acquisition of permits/access rights.

Location	Circuit Speed	10 Mbps Type II	20 Mbps Type II	50 Mbps Type II	100 Mbps Type II
Blue Diamond Library	10-50 Mbps with/without Internet access	\$428	\$491	\$613	
Bunkerville Library	10-50 Mbps with/without Internet access	\$3,239	\$3,853	\$4,224	
Goodsprings Library	10-50 Mbps with/without Internet access	\$1,193	\$1,443	\$1,639	
Indian Springs Library	10-50 Mbps Wireless	\$3,239	\$3,853	\$4,589	
Laughlin Library	50-100 Mbps (no internet access)			\$925	\$1,294
Mesquite Library	50-100 Mbps (no internet access)			\$687	\$768
Moapa Town Library	10-50 Mbps with/without Internet access	\$3,239	\$3,853	\$4,589	
Moapa Valley Library	10-50 Mbps	\$3,239	\$3,853	\$4,589	
Mt. Charleston Library	10-50 Mbps Wireless	\$2,172	\$2,894	\$3,448	
Sandy Valley Library	10-50 Mbps with/without Internet access	\$3,239	\$3,853	\$4,589	
Searchlight Library	10-50 Mbps with/without Internet access	\$585	\$744	\$957	

Location (Cox On-Net)	Ethernet						
	100 Mbps	200 Mbps	300 Mbps	500 Mbps	1 Gb	5 Gb	10 Gb
Windmill Library Network Hub	\$430	\$500	\$561	\$732	\$1,075	\$1,638	\$2,095
Centennial Hills Library	\$430	\$500	\$561	\$732	\$1,075		
Clark County Library	\$430	\$500	\$561	\$732	\$1,075		
Enterprise Library	\$430	\$500	\$561	\$732	\$1,075		
East Las Vegas Library	\$430	\$500	\$561	\$732	\$1,075		
Meadows Library	\$430	\$500	\$561	\$732	\$1,075		
Rainbow Library	\$430	\$500	\$561	\$732	\$1,075		
Sahara West Library	\$430	\$500	\$561	\$732	\$1,075		
Spring Valley Library	\$430	\$500	\$561	\$732	\$1,075		
Summerlin Library	\$430	\$500	\$561	\$732	\$1,075		
Sunrise Library	\$430	\$500	\$561	\$732	\$1,075		
West Charleston Library	\$430	\$500	\$561	\$732	\$1,075		
West Las Vegas Library	\$430	\$500	\$561	\$732	\$1,075		
Whitney Library	\$430	\$500	\$561	\$732	\$1,075		

Internet: 3 Year Pricing

Note: The prices do not include applicable taxes, fees, assessments or surcharges which are additional and may change.

Location (Cox On-Net)	Cox Optical Internet			
	1 Gb	2 Gb	5 Gb	10 Gb
Windmill Library Network HUB	\$1,332	\$1,680	\$2,280	\$2,872

SD-WAN: 3 Year Pricing

Cox Cloud Solution/RapidScale	10 Mbps	20 Mbps	50 Mbps	100 Mbps	1 Gb	5 Gb
SD-WAN VeloCloud w/Back up	\$123	\$149	\$179	\$247		
SD-WAN VeloCloud					\$ 592	\$ 1,485

Special Construction charges are not applicable because Cox is not providing Special Construction.

Cox 5 Year Pricing

Note: The prices do not include applicable taxes, fees, assessments or surcharges which are additional and may change.
Third party service provider service pricing set forth herein shall be valid for a period of 90 days after bid submission, and is subject to completion of final site surveys, and acquisition of permits/access rights.

Location	Circuit Speed	10 Mbps Type II	20 Mbps Type II	50 Mbps Type II	100 Mbps Type II
Blue Diamond Library	10-50 Mbps with/without Internet access	\$374	\$430	\$536	
Bunkerville Library	10-50 Mbps with/without Internet access	\$3,239	\$3,853	\$4,224	
Goodsprings Library	10-50 Mbps with/without Internet access	\$1,193	\$1,443	\$1,639	
Indian Springs Library	10-50 Mbps Wireless	\$3,239	\$3,853	\$4,589	
Laughlin Library	50-100 Mbps (no internet access)			\$869	\$1,218
Mesquite Library	50-100 Mbps (no internet access)			\$687	\$768
Moapa Town Library	10-50 Mbps with/without Internet access	\$3,239	\$3,853	\$4,589	
Moapa Valley Library	10-50 Mbps	\$3,239	\$3,853	\$4,589	
Mt. Charleston Library	10-50 Mbps Wireless	\$2,172	\$2,894	\$3,448	
Sandy Valley Library	10-50 Mbps with/without Internet access	\$3,239	\$3,853	\$4,589	
Searchlight Library	10-50 Mbps with/without Internet access	\$560	\$705	\$894	

	Ethernet						
Location (Cox On-Net)	100 Mbps	200 Mbps	300 Mbps	500 Mbps	1 Gb	5 Gb	10 Gb
Windmill Library Network Hub	\$387	\$450	\$504	\$625	\$930	\$1,495	\$1,860
Centennial Hills Library	\$387	\$450	\$504	\$625	\$930		
Clark County Library	\$387	\$450	\$504	\$625	\$930		
Enterprise Library	\$387	\$450	\$504	\$625	\$930		
East Las Vegas Library	\$387	\$450	\$504	\$625	\$930		
Meadows Library	\$387	\$450	\$504	\$625	\$930		
Rainbow Library	\$387	\$450	\$504	\$625	\$930		
Sahara West Library	\$387	\$450	\$504	\$625	\$930		
Spring Valley Library	\$387	\$450	\$504	\$625	\$930		
Summerlin Library	\$387	\$450	\$504	\$625	\$930		
Sunrise Library	\$387	\$450	\$504	\$625	\$930		
West Charleston Library	\$387	\$450	\$504	\$625	\$930		
West Las Vegas Library	\$387	\$450	\$504	\$625	\$930		
Whitney Library	\$387	\$450	\$504	\$625	\$930		

Internet 5 Year Pricing

Note: The prices do not include applicable taxes, fees, assessments or surcharges which are additional and may change.

	Cox Optical Internet			
Location (Cox On-Net)	1 Gb	2 Gb	5 Gb	10 Gb
Windmill Library Network HUB	\$1,200	\$1,512	\$2,052	\$2,584

SD-WAN: 5 Year Pricing

Cox Cloud Solution/RapidScale	10 Mbps	20 Mbps	50 Mbps	100 Mbps	1 Gb	5 Gb
SD-WAN VeloCloud w/Back up	\$123	\$149	\$179	\$247		
SD-WAN VeloCloud					\$ 592	\$ 1,485

Special Construction charges are not applicable because Cox is not providing Special Construction .

Cox E-Rate Billing

Per E-rate rules, each funding year the customer has the right to choose between:

1. Billed Entity Applicant Reimbursement (BEAR) invoicing – Customer is billed and pays for Cox total contracted charges for services and seeks reimbursement from USAC for the approved portion of total charges funded by E-rate; or
2. Service Provider Invoicing (SPI) – Customer pays its portion of total charges and Cox seeks reimbursement from USAC for the approved portion of total charges funded by E-rate.
 - Cox will be responsible for invoicing USAC and the customer. The customer has the option to be billed annually, semi-annually or monthly.
 - Please note the following process: At the beginning of each funding year, the customer's account will be billed total contracted charges until E-rate funding is approved. Once the customer files the Form 486 and Cox receives the Form 486 Receipt Verification Letter, Cox will file monthly for reimbursement from USAC and the customer will begin seeing E-rate credits on Cox bills.

Cox is a registered E-Rate provider and is familiar with and in compliance with all applicable federal E-Rate policies and program requirements. Cox will abide by the requirements for providers under the E-Rate program set forth by the E-Rate program administrators. As an added benefit, Cox can provide E-Rate discounts directly on the billing statement. Customer has the choice to be bill annually, in arrears or in advance for these services. Cox will work with the customer to meet their billing requirements. **The Cox SPIN number for both telecom and Internet services is 143017743, and the FCCRN number is 004330213 and 0001834696.**

Cox E-Rate Billing Support

Cox has a dedicated billing team to assist with any E-Rate funding assistance. Cox Business has two E-Rate Billing Centers of Excellence that assist customers with billing issues and submit SPI forms to USAC. An E-Rate billing specialist will be ready to support the Library.

Cox Customer Services Agreement (CSA)

Proposed Contract

Cox attaches its standard Commercial Services Agreement as the proposed contract for lit services to be purchased by the Library. This Commercial Services Agreement is integrated into Cox's response, is proposed to be the terms governing Cox's provision of lit services, and contains additional terms and conditions related to the lit services which are necessary for a complete contract. Cox's proposal is expressly subject to the parties' negotiation and execution of a mutually agreeable final service agreement.



Commercial Services Agreement

__ / __ / 2021

Cox Account Ren:		Cox System Address:	
Phone Number:			
Fax Number:			

Customer Information		Authorized Customer Representative Information	
Legal Company		Full Name:	
Street Address:		Billing Contact:	
City/State/Zip:		Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:			
Merge Bill			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Service Charges	
				Monthly Recurring	One Time Activation & Setup Fees
SAMPLE AGREEMENT - SERVICES AND FINAL TERM INFORMATION TO BE COMPLETED BASED ON SCOPE OF AWARD					
Totals:					

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is ____ year(s) beginning _____ and ending _____, Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "B". Taxes and fees are additional and will be separately stated on Customer's invoice.

SLA. The Service Legal Agreement attached as Exhibit "C" is incorporated into the Agreement.

Funding. Cox's obligations under the contract will be expressly contingent upon approval by USAC, and/or any other applicable state or federal funding organization, of appropriation(s) sufficient to cover the costs of the Cox services, including, but not limited to, the cost of construction, and/or, as applicable, the express agreement of the District to pay any such costs for which sufficient appropriations are not secured in advance. The parties expressly acknowledge and agree that Cox will have no obligation to begin, or complete, construction, or to deliver services until adequate funding and appropriations have been secured for the applicable year. The District will use diligent and commercially reasonable efforts to secure the necessary funding as agreed to by the parties for each applicable year of the term of the contract, and the parties agree to cooperate in good faith to that end. If, however, the District is denied or loses funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if District does not request enough funding to cover full payment for services including for applicable taxes, fees, and surcharges, the District is responsible for full payment to Cox for all services, and applicable construction costs, and Cox may elect to decrease or discontinue the level of services provided to the District if full payment is not received. Further, as clarification, the District is always responsible for payment in full for any E-Rate ineligible Services or charges.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	<<Applicable Cox Entity Based on Scope of Award >>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

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

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

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

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM

THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

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

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

Cox Service Level Agreements

Version 6.26.2019



Cox Metro-Ethernet and CloudPort Service Level Agreement

1. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Services Agreement or Master Services Agreement ("Agreement") by and between Cox and the Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox's objectives with respect to the Cox Layer 2 VPN services which is inclusive of Cox Metro-Ethernet Service and Cox CloudPort Service (collectively, the "Layer 2 VPN Services").
2. **Layer 2 VPN Services Description**
 - (a) **Layer 2 VPN Service Elements:** The Layer 2 VPN Services consists of a port (Metro-Ethernet Port or CloudPort respective to each Service's particular branding) ("Port"), Ethernet Virtual Circuit ("EVC"), and a User to Network Interface ("UNI"). A UNI may be a Cox provided physical interface or a logical point of demarcation as defined by Cox.
 - (b) **Network Segments:** For purposes of SLA, there are three defined network segments for the Layer 2 VPN Services:
 - (i) **Core Network:** A provider edge router to provider edge router segment whose metrics consist of all EVCs within a given a geographic boundary for a multipoint service topology. Core network segment metrics for point to point service topologies are circuit specific measurements. Geographic boundaries include metro, state, regional and national as shown in Table 2.0 in Section 7.
 - (ii) **Access to Core:** A customer edge UNI to provider edge Core Network segment, commonly referred to as a "local loop". Access to Core segment metrics are circuit specific measurements.
 - (iii) **Type-II:** Any portion of the Layer 2 VPN Services or circuits obtained by Cox from third party carriers are not subject to any Service Quality (as defined below) or any other SLA terms.
 - (c) **Service Topology:** Services are configured in either a multipoint (ELAN) or a point to point (ELINE) configuration.
 - (d) **"End to End" SLA:** For purposes of "End to End" SLA Service calculation for Metro-Ethernet Services, the concatenation of access to core, core network and access to core can be used. Specifically:
 - "End to End" Delay = Access to core Delay + Core Delay + Access to core Delay
 - "End to End" DDR = Access to core DDR * Core DDR * Access to core DDR
 - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter

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

 - "End to End" Delay = Access to core Delay + Core Delay
 - "End to End" DDR = Access to core DDR * Core DDR
 - "End to End" Jitter = Higher value Jitter metric for either Access to core Jitter or Core Jitter
3. **Layer 2 VPN Service Availability.** "Layer 2 VPN Service Availability" is defined by Cox as the ability to send or receive Ethernet Service Frames via a given Port inclusive of the local loop and UNI. Cox's objective is to make the Port available for Customer's as set forth in Table 2.0 in Section 7 with respect to the Cox Network Core and Access to the Core. This parameter is calculated by dividing the number of minutes a Port is available for Customer's use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Layer 2 VPN Services due to the reasons or causes set forth in Section 11 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Layer 2 VPN Service Availability objective. For example, if a Port experiences an outage for one (1) day due to a Force Majeure event, and otherwise experiences no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Layer 2 VPN Service Availability performance objective and no Service Credit(s) (as defined below) will be provided.
4. **Layer 2 VPN Service Interruption.** A "Layer 2 VPN Service Interruption" is an interruption of a Port ("Affected Port") that results in the total disruption of the Layer 2 VPN Services delivered over the Affected Port beyond the Layer 2 VPN Service Availability level. Any Layer 2 VPN Service Interruption, outage, degradation of Layer 2 VPN Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying Layer

2 VPN Service Interruption. A Layer 2 VPN Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 9 of this SLA and ends when Cox restores the Layer 2 VPN Services to Customer.

5. **Service Interruption Credits.** The available "Service Credit" for a Layer 2 VPN Service Interruption is identified in the table below as a percentage of the monthly recurring charge ("MRC") associated with the Affected Port experiencing a qualifying Layer 2 VPN Service Interruption. Service Credits are not cumulative (e.g. if a qualifying Layer 2 VPN Service Interruption lasted 20 hours, Customer will receive a Service Credit equal to 20% of the MRC for the portion of the Layer 2 VPN Services experiencing a Layer 2 VPN Service Interruption, but Customer does not also receive a separate Service Credit for the "≥30 min. to <4 hours", "≥ 4 hours to < 8 hours" and "≥ 8 hours to < 16 hours" timeframes identified in the table below). The amount of the Service Credit shall be as follows:

Table 1.0
Cox – Layer 2 VPN Services

<i>Layer 2 VPN Services Interruption Length</i>	<i>Credit of the MRC for the portion of Affected Port experiencing a Layer 2 VPN Service Interruption</i>
≥ 30 min. to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, an Affected Port experiences a Layer 2 VPN Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage"), subject to Section 11 below, Customer may terminate the Affected Port(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the Affected Port(s) and the Affected Port(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the Affected Port(s), then Customer shall be deemed to have waived its right to terminate the Affected Port(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated Affected Port(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Service Quality.** "Service Quality" is defined as the measurement of network performance characteristics which include, Latency, Data Delivery Ratio and Jitter (each as defined below for both the Network Core and Access to the Core). Service Quality is influenced by both the distance classification of the offering and the Class of Service ("CoS") provisioned and are measured for a given network segment. Measurement is only included for "in-profile" (conform to the performance attributes of the Layer 2 VPN Services) at both the ingress and egress UNIs of any given EVC. All "Service Quality" metrics in this Section 7 are objectives only.

Service Quality Measurement Network Segments:

(a) Core Network Measurements:

- (i) "Core Latency", as it relates to the Layer 2 VPN Services, is a measure of Cox Network Core delay within a given network segment, region or distance band, as the average round trip interval of time it takes during the applicable calendar month for Ethernet Service Frame to transverse between all selected pairs of Cox network nodes within a given Network Core region. The Core Latency objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Core Data Delivery Ratio ("Core DDR"), as it relates to the Layer 2 VPN Services, is the average round trip data delivery percentage for a given Network Core segment, calculated by dividing data received by data delivered and multiplying by 100. Data delivered is the number of Ethernet Service Frames delivered in a given calendar month by Cox from an ingress router at a Cox network device in the given Network Core segment for delivery to an egress router at another specific Cox network node in the region and returned to the same ingress router. The Core DDR objective designated by CoS traffic is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Core Jitter", as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frames delay variation within a given Network Core region during a given calendar month, as is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse between pairs of Cox network nodes in a given core network segment. The Core Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(b) Access to Core Network Measurements:

- (i) "Access Latency" as it relates to the Layer 2 VPN Services, is the time elapsed from when the first bit of an Ethernet Service Frame enters the UNI to when the last bit returns to the same UNI after the Ethernet Service Frame has transversed the Access to Core network on a round trip basis. The Access Latency objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (ii) Access Data Delivery Ratio ("Access DDR"), as it relates to the Layer 2 VPN Services, is the percentage of Ethernet Service Frames that successfully traverse the Access to Core network segment on a round trip basis. The Access DDR objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.
- (iii) "Access Jitter" as it relates to the Layer 2 VPN Services, is a measure of the Cox Ethernet Service Frame delay variation within an Access to Core network segment during a given calendar month, and is the average difference in the interval of time for selected pairs of Ethernet Service Frames that transverse the Access to Core network segment on a round trip basis. The Access Jitter objective designated by CoS is set forth in Table 2.0, averaged on a monthly basis.

(c) Service Quality Objectives ("Table 2.0"). The following table sets forth Cox network objectives for Layer 2 VPN Service Availability, Data Delivery Ratio, Latency and Jitter for four (4) regional classifications and three (3) access to core network segments objectives based upon CoS:

Table 2.0

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

8. **Layer 2 VPN Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

9. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report Layer 2 VPN Service issues, including troubles, outages or Layer 2 VPN Service Interruptions. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer relating to the Layer 2 VPN Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying Layer 2 VPN Service Interruption or other issue related to this SLA has occurred.

10. Layer 2 VPN Service Installation Intervals.

- (a) Layer 2 VPN Service Installation and Availability. Cox will make commercially reasonable efforts to install, provision and make the Layer 2 VPN Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). Layer 2 VPN Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the Layer 2 VPN Services.
- (b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the Layer 2 VPN Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the Layer 2 VPN Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Layer 2 VPN Services to Customer.
- (c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 11; or (vi) due to Force Majeure events.

11. Exceptions and Limitations to Service Credit

- (a) Exceptions. Service Credits shall not be provided for any Layer 2 VPN Service Interruptions or failures to meet the Layer 2 VPN Service Availability, Service Quality objectives, estimated restoration time, Estimated Install Date, or any other term or objective specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the Layer 2 VPN Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Layer 2 VPN Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Layer 2 VPN Services provisioning; or (viii) any other causes beyond the reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same Layer 2 VPN Service Interruption, Service Quality issue, deficiency, degradation, delay, or any other issue (b) for Layer 2 VPN Service Interruptions, Service Quality issues, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a Layer 2 VPN Service Interruption, Service Quality, or any other issue or failure of Cox to meet any other objective in this SLA, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any Layer 2 VPN Service locations served via a third party, Cox may pass through any Layer 2 VPN Service credits it receives from the third party associated with any Layer 2 VPN Service Interruption not to exceed the Service Credit amount.
- (b) Limitations. With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for any and all issues and any failure to meet any objective in this SLA, including, without limitation, Layer 2 VPN Service Interruptions, Service Quality issues, and Installation Delay Credits shall be no more than one (1) full MRC for the affected Layer 2 VPN Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any Layer 2 VPN



Cox Optical Internet Service Level Agreement

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

2. **COI Service Availability.** Cox's objective is to make the COI Services available for Customer's use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as "Type II" (collectively and individually, (i) and (ii) shall be referred to as "COI Service Availability"). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center ("RDC") on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox's control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer's use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A "COI Service Interruption" is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox's Network Operations Center ("NOC") under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

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

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

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

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

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers ("RDCs") on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network ("Network Latency"). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

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

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

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network.

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

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

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

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

6. Chronic Outage. If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. Customer Responsibilities / Trouble Reports. Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

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

8. COI Service Installation Delays

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

(b) Installation Delay Credit. Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. Exceptions and Limitations to Service Credit

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

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

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



E-Rate Program

Working with Cox on E-Rate Purchases

E-Rate, formally known as the Schools and Libraries Program, is one of four programs that comprise the Universal Service Fund. E-Rate is a federal program administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The program supports participating schools and libraries by allowing them to purchase eligible voice, data, and Internet technologies at discounted prices.

Cox Business is an enthusiastic supporter of E-Rate and has a dedicated team of knowledgeable professionals. They serve the education community and help them understand E-Rate rules and regulations and how they apply to their specific circumstances. Although securing E-Rate funding for your school or library can be detailed and challenging, Cox Business has years of experience working closely with educators and librarians. Our familiarity with the process provides you with a valuable application experience and a deeper understanding of program requirements.

E-Rate at a Glance

Participant Eligibility

Schools and libraries must meet certain eligibility requirements to receive E-Rate discounts. Applicants may include charter, elementary, secondary, private and faith-based schools, as well as public libraries and library systems. Some nontraditional facilities may also be eligible. Detailed eligibility requirements may be found on the SLD website: www.usac.org/sl.

Product and Service Eligibility

A broad array of technology products and services are qualified to be considered for E-Rate funding. You can find a list of eligible items on the SLD website: www.usac.org/sl. If in doubt about product or service eligibility, contact the SLD at 888-203-8100 or email them at question@universalservice.org.

Reimbursement Methods

There are two reimbursement methods:

BEAR

Applicants can file FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) form, if they have paid the service provider in full and want to be reimbursed for the discounted amount. The service provider must approve the form before it is submitted to the USAC (Universal Service Administrative Company). The USAC will review the invoice and process a payment to the applicant if payment is approved.

SPI

Service providers file FCC Form 474, the Service Provider Invoice (SPI) form, if they have provided discounted bills to a customer and want to be reimbursed for the discounted amount. The USAC will review the invoice and process a payment to the service provider if payment is approved. Note that applicants are required to pay the nondiscounted portion of the cost of the services.



Additional Resources www.usac.org/sl
sl.universalservice.org outreach@usac.org

Cox Business Metro Ethernet for Education

Cox Business Metro Ethernet ensures schools are ready for the here and now by providing access to educational data over one reliable network.



Ensuring Access In a Big Data World

In today's technologically advanced world, educational institutions are confronting droves of data, so much so that it is being dubbed "big data." Although this can be daunting, it also has the capability to transform education.

To maximize the potential of big data, institutions need secure, real-time connectivity to support:

Anytime, Anywhere Access

As students, educators and staff become more mobile and learning evolves beyond the confines of the traditional classroom, schools must be able to provide fast, secure connectivity wherever and whenever it is needed.

Increasing Use of Technology

Students and faculty are bringing in their own devices and frequently more than just one to access educational resources. Additionally, they are using these devices to access digital content that can vary from interactive e-textbooks to streaming video. To accommodate this, districts and systems are seeking more bandwidth and network convergence solutions.

Collaboration

Whether it is schools within a district or research organizations across the country, institutions are finding that sharing data and improving collaboration can have a significant impact on learning outcomes. It is, therefore, critical to centralize data where it can be securely and easily accessed.

A Real-World Solution from Cox Business

Cox Business offers innovative networking technology to educational institutions looking to take advantage of big data. Cox Business Metro Ethernet services provide cost-effective, secure and robust bandwidth to support today's next-generation learning environments, all with the simplicity and reliability of an intelligent optical fiber network.

Services include:

- Scalable bandwidth from 10Mbps to 1Gbps and beyond
- Voice, data and video consolidation on one integrated network platform
- Access to Metro Ethernet services over Fiber-To-The-Premise (FTTP) and Hybrid Fiber Coax (HFC)
- Dedicated Ethernet Virtual Connections (EVC) to help ensure data security
- 24/7 local IT support and monitoring

www.coxbusiness.com

Cox Ethernet Performance Management Reporting Retail Version



Keep your finger on your circuit's pulse.

The success of your business relies on many factors; chiefly among them is a finely tuned and dependable network. Being aware of its performance level and utilization is integral. It's what allows you to optimize your mission critical applications and control expenses.

Cox Business understands the importance of this vital component and provides you with a tool to manage and oversee your network's operation. Through our Ethernet Performance Management Reporting (EPMR) web-based portal, you have a keen observation of the health of your Ethernet circuit.

DASHBOARD VIEW EPMR Summary view provides an "at a glance" view of your network's health in a simple and easy to understand format.

CIRCUIT HEALTH Provides you access to your network's vital health statics, such as Latency, Jitter, Data Delivery Rate, Packet Loss and Utilization on a per circuit basis.

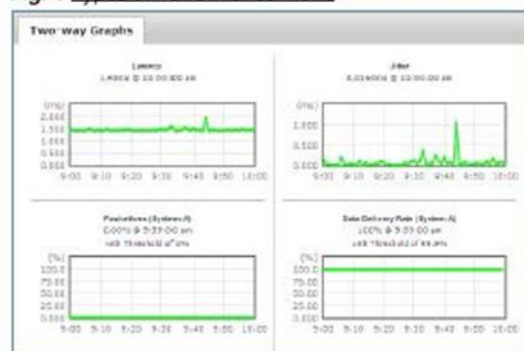
NEAR REAL-TIME REPORTING Dynamic and Requested reports display data from the last 15 minute period which ensures the information is always "fresh".

ANYTIME - ANYWHERE ACCESS Retrieve data from any location using a standard web browser.

"ONE CLICK" CONVENIENCE Access EPMR with a single click from your Cox MyAccount site. No need to remember separate passwords or user IDs.

FLEXIBLE REPORTING Requested and Template reports can be printed and exported as industry standard CSV files. This data can then be imported into your application of choice for further analysis.

Fig. 1 Types of Performance Views





Fast Speeds. Smart Decisions.

You depend on fast, reliable Internet to maximize business productivity. Cox Business connects your business to the world over our robust nationwide facilities-based fiber-optic network. Experience symmetrical bandwidth speeds up to 100 Gbps*, local support and the ability to tailor the solution based on your business continuity and disaster recovery requirements. Leverage these powerful features to keep your business thriving:

Business Continuity, Disaster Recovery Options

With our resilient network architecture, you get support for Border Gateway Protocol, diverse entrance facilities, redundant ports and/or redundant CPE & power options.

Premium Connectivity

Experience less jitter, lag time and bottlenecks during high traffic periods and service-interrupting events.

Flexible Billing Options

Receive a flat rate or 95th percentile burstable billing options.

IP Address Options

Block of 8 (/29) static IPv4 addresses at no charge. Larger IPv4 blocks and IPv6 Dual Stack configurations also are available depending on your local network's needs.

Performance Management Reporting

View circuit utilization and health statistics for visibility into your service.

Network Monitoring

Enjoy peace of mind knowing Cox technical support is available 24/7/365.

* Service and speeds not available in all areas. 2019 Cox Communications, Inc. All rights reserved.

Why Cox Business® Optical Internet?

Nationwide Facilities-Based Network

- COI traffic carried over our redundant MPLS self-healing network
- Extensive peering partnerships to other Tier 1 providers
- Supports Internet, Metro Ethernet, voice and video traffic

Dedicated Account Team

- Assistance with network design
- Implementation
- Ongoing technical support

Managed Router and Security & DDoS Mitigation (Optional)

- Detection and alerting
- Security Operations Center: Monitors, responds to threats
- Vulnerability scanning, router configuration

MyAccount

- View Internet performance reporting
- View and manage billing
- Create trouble tickets

Cox Business National IP Backbone



For more information about
Cox Business, visit coxbusiness.com.





SD-WAN

Cox Business Cloud Solutions offers software-defined WAN (SD-WAN) technology that provides improved performance, reduced costs and enhanced security. With an SD-WAN solution that combines real-time path selection, edge routing, stateful firewall, end-to-end QoS, and WAN optimization, you can deliver the reliability and efficiency your business demands.



SD-WAN

Reshaping the modern enterprise network.



High Performance

SD-WAN increases the performance and reliability of traditional enterprise applications, SaaS applications and virtual desktops over any network.



Mobility

RapidScale's SD-WAN offering enables businesses that rely on branch offices or remote employees to effectively and economically increase WAN throughput.



Security

Secure the branch perimeter and data access while controlling application delivery across the WAN and to the cloud, with encryption, app-level policies and more.



Virtual Desktops

With a reliable network connection, users won't lose access to their virtual environments, while the business maintains end-to-end visibility over each session.

Features

- ➊ Centralize management and gain visibility to drastically reduce bandwidth and operational costs
- ➋ Easily expand use of virtualized applications and desktops
- ➌ Ensure application reliability and quality via path measurement, selection and security
- ➍ Securely forward application traffic from branch locations across the WAN and to the internet



Cloud
Solutions

coxbusiness.com/cloud

5/20

Reliable

Businesses experience almost instantaneous failover when a network connection fails, ensuring that application access is never lost. This is the most complete integrated WAN edge solution, representing your best approach to radical simplification.

Cost Effective

SD-WAN unites separate networks into one united, virtualized WAN. With a simplified branch network, businesses can lower infrastructure, support and management costs.

Virtual Desktop Integration

SD-WAN can seamlessly integrate with CloudDesktop solution, accelerating, controlling and optimizing the virtual desktop and application experience.

Business Continuity

Remote access and virtualized WAN technology protect server availability and access to business-critical applications and data in the event of a disruption.



Application Performance

Dynamic link aggregation, packet duplication and end-to-end QoS make applications run at peak performance. Our SD-WAN offering reduces bandwidth requirements and fosters greater application responsiveness.

Features

- ✓ WAN virtualization
- ✓ Deployment
- ✓ Application QoS
- ✓ Path assignment
- ✓ Routing
- ✓ Integrated firewall
- ✓ Tunnel interfaces
- ✓ Authentication
- ✓ Application and WAN optimization
- ✓ Centralized policies
- ✓ Hypervisor support
- ✓ Network encryption
- ✓ Manageability
- ✓ Configuration



Rapid Response

Our industry-leading support is available across all our managed services and is designed to be an extension of your business. RapidScale, a Cox Business company, goes way beyond just troubleshooting and resolving issues. We share our technical expertise, helping your IT resources understand how to better manage the technologies your business depends on for productivity and growth.



RapidResponse Support

It's not just tech support - it's a technology partnership.



Always Available

One-on-one live representatives and an in-house technical support team are open for business 24 hours a day, every day.



Certified Engineers

Our RapidResponse team is staffed with level 1 to level 3 help desk and support engineers, trained and certified to deliver quick, reliable and effective results.



End-User Support

RapidResponse supports your end users directly, while other MCSP help desks provide support through clients' internal help desks, adding additional costs, time and frustration.



Cloud Experts

No one supports your deployment better than the company that developed, migrated and co-manages your cloud environment.

Features

- Contact our support engineers via email, portal or phone; we make it easy to open a ticket and stay in the loop
- We offer complete support for any issues within the RapidScale infrastructure, supported applications and cloud platform
- Tight relationships with our technology partners extend into escalations and support when necessary

Net Promoter Score

RapidScale measures its client engagement through the industry-recognized Net Promoter Score (NPS) and routinely averages above 75 points. This is updated monthly. The report can be made available upon request.

Multiple Communication Channels

You can contact our RapidResponse team in the following ways:

- Email: support@rapidscale.net
- Online Portal: <https://portal.rapidscale.net>
- Phone: (866) 686-0328

Note: For issues requiring immediate response, it is recommended that you call our RapidResponse team directly for a live engineer any time at the number listed above.



Response Times

Priority levels are assigned to all incidents, both system and user generated. RapidScale will categorize incidents per the priority levels listed below.

Issue Priority	Description	First Response
P1 - Critical	The situation needs immediate attention. This level is reserved for issues that have a critical impact on business operations and directly affect a customer's time-sensitive business functions and all users.	< 15 minutes
P2 - High	This level is for issues with significant impact or time-sensitive service requests that directly affect important administrative functions and/or a large number of users.	< 30 minutes
P3 - Medium	These level does not require expedited handling. P3 issues do not directly affect core business functions or important administrative functionality, and generally only affect a few users.	< 4 hours*
P4 - Low	This level is not time sensitive and the issue doesn't impact any business or administrative functions.	< 8 hours*

*Response times for telephone support.



Cox Account Rep:	Alexandra Van Horne - 3056	Cox System Address:
Phone Number:	702-545-1823	1700 Vegas Drive
Fax Number:		Las Vegas, NV 89106

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Las Vegas Clark County Library District -HUB	Full Name:	Albert Prendergast
Street Address:	7060 W WINDMILL LN	Billing Contact:	(702) 507-6250
City/State/Zip:	Las Vegas, Nevada 89113	Fax:	
Billing Address:	7060 W WINDMILL LN-BILL TO MASTER	Contact Number:	(702) 507-6250
City/State/Zip:	Las Vegas, Nevada 89113	Email Address:	prendergasta@lvccld.org
Cox Account #:	476-1186662-01, 476-1224214-01		
Merge Bill	No		

Taxes and Fees Not Included						
Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
PRI Trunk Group	3	3	\$199.99	36	\$599.97	
Cox IP Managed Trunking	2	2	\$0.00	36	\$0.00	
DID Per Number Block - 100	3	3	\$0.00	M-M	\$0.00	
2 WAY TRUNK CHANNEL	69	69	\$0.00	36	\$0.00	
Directory Listing-Non Published	2	2	\$0.00	36	\$0.00	
Totals:					\$599.97	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions	
Promotion Details	
<p>This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://ww2.cox.com/business/voice/regulatory.cox ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.</p>	
Customer Authorized Signature	Cox Communications Las Vegas, Inc.; Cox Nevada Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

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

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

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

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

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

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