



INTERNET ACCESS SERVICE ORDER

Customer:	Mid-Ohio Educational Service Center	
Service Start Date:	07/01/2024	
MSA#:		
Service Order#:	123521-ISP-2429	
Provider Contact:	Email:	Phone:
Matt Gdovin	gdovin@neonet.org	+13309263901
Customer Contact:	Email:	Phone:
Candy Bores	bores.candy@moesc.net	

<input type="checkbox"/>	Internet Access Only
<input checked="" type="checkbox"/>	Bundled Internet Access and Transport

Product name	Product or service description	Quantity	Sum
Mid-Ohio ESC- 5 G Pricing	890 West Fourth Street, Mansfield OH 44906		43,080.00
ISP - 5Gbit	Annual ISP Service	1	28,680.00
Transport - 5Gbit	Annual lit fiber transport	1	14,400.00
Total (USD):			43,080.00

UPGRADE CHARGES PER LOCATION

SPEED	TRANSPORT CHARGES	INTERNET CHARGES	TOTAL ANNUAL CHARGES
1G	\$11,160	\$28,680	\$39,840
2G	\$14,400	\$28,680	\$43,080
5G	\$14,400	\$28,680	\$43,080
10G	\$14,400	\$28,680	\$43,080

TERM

1. This Service Order is effective for all bundled Internet Access services covered herein for the period of **07/01/2024 through 06/30/2029**, subject to voluntary extensions. The Services provided may be extended for up to 2 voluntary extension terms of 60 months each (each an "Renewal Term"), at Customer's sole option, by written notice from the Customer prior to the expiration of the Initial Term or Renewal Term. Notwithstanding, the Customer may extend the Initial Term or any Renewal Term on a month-to-month basis, at Customer's sole option, to facilitate the transition of services.

CHARGES AND PAYMENTS

1. Charges for the e-rate non-discounted Services provided under this Agreement will be billed to Customer on an annual basis.

PROVIDER'S OBLIGATION

1. Provider will plan and coordinate all activities incidental to the implementation of the internet access.
2. Provider shall furnish Customer bundled Internet access services on a 24/7 per-week basis. Provider does not own or control other networks outside of the Service, nor is Provider responsible for performance (or non-performance) within such other networks or within non-Provider operated interconnection points between the Service and other networks. Provider will not be held liable for any delay in the Service Start Date as a result of third-party or other network provider services or Customer delays. However, Provider will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.
3. Provider shall be responsible for the maintenance of the Service and any Provider Equipment located on Customer premises ("Provider Equipment"). Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

CUSTOMER'S OBLIGATION

1. Customer will assume all responsibilities for all local area networks (LAN). These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
2. Customer agrees to comply with equipment specifications defined by the Provider for all components integral to the Internet Access.
3. Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the hosted managed wireless service.
4. Customer agrees not to connect any of its local area networks to alternative network providers without Provider approval.
5. Customer agrees not to resell any network services provided by Provider. Provider agrees not to lease, sell or transfer Equipment to Customer.

SERVICE LEVEL AGREEMENT

NETWORK PERFORMANCE SERVICE LEVELS		
NETWORK UPTIME	<p>DESCRIPTION: The SLA for uptime is defined as the amount of time a <u>Subscriber</u> has service as measured over the course of the year. Planned or Emergency Maintenance events are not factored into the Service Uptime Calculation. <u>NEOnet</u> calculates network uptime during a calendar month as follows: Availability (within calendar month) = (total min in month)-(total min of unavailability in month)</p>	
	Our basic Service Level Agreement for Network uptime for managed Ethernet, MPLS, VPN and Internet Service Delivery	99.99%
	Other Services	99.90%
MEAN TIME TO REPAIR	<p>DESCRIPTION: Mean Time to Repair (MTTR) SLA are based upon the amount of time it takes to restore <u>Services</u> measured from the time the ticket is opened to the time the ticket is closed. MTTR times vary based on whether the problem being addressed physically resides on the <u>NEOnet Network</u> (On-Net) or on a third-party provider/<u>Subscriber</u> network (Off-Net).</p>	
	NEOnet ISP Service	Four (4) Hrs.
	<p><u>Note: Force Majeure</u> acts are not covered under <u>NEOnet's</u> MTTR SLA. <u>Force Majeure</u> includes, without limitation: fire, flood, lightening, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.</p>	

IN WITNESS WHEREOF, by signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood and agreed to the terms of this Service Order, including the Master Services Agreement, which is hereby incorporated herein by reference. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board, if required.

<u>CUSTOMER</u>	<u>PROVIDER</u>
<u>Kevin Kimmel / Mid-Ohio Esc</u> Printed Name of Customer	<u>Northeast Ohio Network for Educational Technology</u> Printed Name of Provider
<u>K. Kimmel</u> Signature of Authorized Customer Representative	<u>Matthew Gdovin</u> Signature of Authorized Provider Representative
<u>Kevin Kimmel / Superintendent</u> Printed Name and Title of Authorized Customer Representative	<u>Matthew Gdovin, Executive Director</u> Printed Name and Title of Authorized Provider Representative
<u>3-14-24</u> Date	<u>3/19/2024</u> Date