

**WOODFORD COUNTY BOARD OF EDUCATION  
AGENDA ITEM**

**ITEM #:** VIIG **DATE:** February 16, 2024

**TOPIC/TITLE:** Contracts

**PRESENTER:** Danny Adkins

**ORIGIN:**

- TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ACTION REQUESTED AT THIS MEETING
- ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ACTION REQUESTED AT FUTURE MEETING: (DATE)
- BOARD REVIEW REQUIRED BY
  - STATE OR FEDERAL LAW OR REGULATION
  - BOARD OF EDUCATION POLICY
  - OTHER:

**PREVIOUS REVIEW, DISCUSSION OR ACTION:**

- NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- PREVIOUS REVIEW OR ACTION
  - DATE:
  - ACTION:

**BACKGROUND INFORMATION:**

**SUMMARY OF MAJOR ELEMENTS:**

Attached Contracts: MOU NCS Pearson; MOA Midway University, RAPTOR Technology; *Metronet*

**IMPACT ON RESOURCES:**

**TIMETABLE FOR FURTHER REVIEW OR ACTION:**

**SUPERINTENDENT'S RECOMMENDATION:**  Recommended  Not Recommended

*Danny Adkins, Jr.*

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Business Agreement

If Agreement is not executed, pricing will expire on: 3/29/2024

Paperwork Prepared By: Chris DeVine

<b>Customer Name</b>	WOODFORD COUNTY SCHOOL DISTRICT	<b>Subscriber ID</b>	1434585
<b>Physical Address</b>	330 PISGAH PIKE VERSAILLES, KY 40383	<b>Billing Address</b>	WOODFORD COUNTY SCHOOL DISTRICT 330 PISGAH PIKE VERSAILLES, KY 40383
<b>Primary Contact:</b> Josh Rayburn		<b>Contact to Receive Metronet Text Alerts:</b>	
<b>Primary Contact Number:</b> 859-879-4617		<b>Contact Phone Number:</b>	
<b>Primary Contact Email:</b> josh.rayburn@woodford.kyschools.us		<b>Contact Email Address:</b>	

<b>Referring Customer:</b>	<b>Referring Customer Subscriber ID:</b>
<b>Referring Partner:</b>	

**Service Agreement Term:** 60 month term with three (3) voluntary customer 1-Year renewal options after the initial 60 month term

**Ethernet Services**

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	EPL 10Gb/10Gb	Headend Location: <b>Woodford Board of Education Building (Metronet Sub ID 1434595)</b> : 330 Pisgah Pike, Versailles, KY 40383. Nine (9) 10 Gbps fiber optic handoffs from Nine (9) Edge Site Locations. Please note that three (3) of the handoffs are rate limited to 3 Gbps. Please see additional details below and on Statement of Work page.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	-- Performance Monitoring	Complete service level insights for end-to-end network performance visibility.	Included	\$0.00	\$0.00
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Woodford County High School (Metronet Sub ID 1434595)</b> : 180 Frankfort St., Versailles, KY 40383.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Northside Elementary School (Metronet Sub ID 1434588)</b> : 500 Northside Dr., Midway, Ky 40347	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Simmons Elementary School (Metronet Sub ID 1434590)</b> : 830 Tyrone Pike, Versailles, KY 40383.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Woodford County Middle School (Metronet Sub ID 1434594)</b> : 100 School House Rd., Versailles, KY 40383.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Huntertown Elementary School (Metronet Sub ID 1434610)</b> : 120 Woodburn Hall Dr., Versailles, KY 40383.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 10Gb/10Gb	Ethernet Private Line with dedicated symmetrical 10Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Southside Elementary School (Metronet Sub ID 1434591)</b> : 1300 Troy Pike, Versailles, KY 40383.	\$800.00	\$800.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 5Gb/5Gb	Ethernet Private Line with dedicated symmetrical 3 Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Woodford County Bus Garage (Metronet Sub ID 1434597)</b> : 207 Simmons St., Versailles, KY 40383.	\$700.00	\$700.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 5Gb/5Gb	Ethernet Private Line with dedicated symmetrical 3 Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Woodford County Alternative Center (Safe Harbor Academy) (Metronet Sub ID 1434596)</b> : 134 Macey Ave., Versailles, KY 40387.	\$700.00	\$700.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	EPL 5Gb/5Gb	Ethernet Private Line with dedicated symmetrical 3 Gbps upload and download speeds from: <b>Headend - Woodford Board of Education Building (Metronet Sub ID 1434585)</b> : 330 Pisgah Pike, Versailles, KY 40383 TO: <b>Adult Education Center (Metronet Sub ID 1434599)</b> : 209 N. Main St., Versailles, KY 40383.	\$700.00	\$700.00	\$0.00
1	-- WAN SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00

**Monthly Net Total: \$7,700.00**



**Terms & Conditions**

By signing this Business Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Business Agreement, and all Metronet terms and conditions applicable to the services that are referenced herein, including our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum ("Business"), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW"), Letters of Authorization, and any other terms and conditions that govern the services specifically included in this Business Agreement (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at [www.metronet.com/terms-conditions](http://www.metronet.com/terms-conditions) and constitutes the entire agreement between Customer and Metronet with respect to the Services.

<b>Signature:</b>
<b>Title:</b>
<b>Date:</b>

<b>Customer Name</b>	WOODFORD COUNTY SCHOOL DISTRICT
<b>Subscriber ID</b>	
<b>Physical Address</b>	330 PISGAH PIKE, VERSAILLES, KY 40383

**Explanation Of Work To Be Done**

**Note:** If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

Scope Of Work (SOW) - Description of work to be done:

This is an E-Rate renewal agreement of the existing Wide Area Network (WAN) Service provided by Metronet.

As part of this renewal agreement, Metronet will be:

- 1) Entering into a new 5-Year contract term (with 3 additional one-year voluntary customer renewal options)
- 2) Replacing the current Metronet provided Telco Systems demarcation equipment.
- 3) Updating monthly pricing.

Metronet will continue providing a leased lit fiber optic Wide Area Network (WAN) at the Woodford County Public School's Headend site (Woodford County Board of Education Building) and nine (9) school building Edge Site Locations.

Metronet currently has Telco Systems Equipment installed in all locations.

As part of this renewal agreement, Metronet will replace the existing Telco Systems T-Metro 8100 device at the headend location and replace it with a Nokia 7210 Service Access Switch (or equivalent). Metronet will continue to provide nine (9) individual 10 Gbps handoffs, with three (3) of those handoffs being rate limited to 3 Gbps.

At each of the nine (9) edge locations, Metronet will replace the existing Telco Systems 3348 Ethernet demarcation device with an Accedian LT Network Performance Element Device (or equivalent) and continue to provide a 10 Gbps fiber optic handoff. The 10 Gbps handoff at the Woodford County Bus Garage (Metronet Sub ID 1434597), Woodford County Alternative Center/Safe Harbor Academy (Metronet Sub ID 1434596), and Adult Education Center (Metronet Sub ID 1434599), will each be rate limited to 3 Gbps.

With the installation of new Nokia and Accedian equipment, Metronet will now be able provide the Metronet Service Portal Bandwidth Utilization Tool (Skylight) for the Wide Area Network traffic/data monitoring at no additional charge to Woodford County Public Schools.

This is a five (5) year term with three (3) voluntary 1-year customer renewal options.

SPIN #143049173 - Metro Fibernet, LLC

Metronet will use commercially reasonable efforts to replace all equipment before July 1, 2024.

Billing start date for new contract term and new pricing is July 1, 2024.

Future Service Changes:

While not part of the work to be completed by July 1, 2024, the following paragraph is being documented as part of this agreement:

- During the initial term of the Agreement and upon six (6) months' prior written notice by Woodford County School District to Metronet ("Notice to Proceed"), Woodford County School District shall direct Metronet to install a fiber path to the new High School building location at: 145 School House Road, Versailles, 40383, and will also move the existing Headend location from the Board of Education Building to the High School building (collectively, the New Fiber Paths"). These moves will be contingent upon building construction completion, as coordinated and directed by the Woodford County School District. As such, the Metronet leased fiber WAN services will remain active and in place at all three (3) of the affected locations (Board of Education Building, Current High School Building, and the New High School Location) until directed by Woodford County Schools that the fiber WAN connectivity services at the current Board of Education building are no longer needed and may be removed (disconnected) from the District Wide WAN. Notwithstanding any of the foregoing, Metronet will use commercially reasonable efforts to construct the New Fiber Paths within 180 days of its receipt of the Notice to Proceed, subject to any applicable events of Force Majeure. Events of Force Majeure are conditions or causes beyond Metronet's reasonable control, including, but not limited to, acts of God, fire, explosion, vandalism, cable cuts caused by unaffiliated third parties, storms, or other similar catastrophes; failures, shortages, unavailability, or other delay in delivery by a third party supplying services, equipment, fiber, network, or access rights to Metronet; any law, order, regulation, direction, action, or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor disputes or difficulties. Quantities and design for equipment replacement and future fiber deliverables are subject to change pending site surveys at each building location.

**Day of Service Installation**

Metronet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to you.

**DMARC (ONT)**

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

**Customer Phone Vendor / Cut Sheet**

Phone Vendor Name:	Self
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Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. **Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor.** MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")

**Changes**

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by MetroNet or otherwise delay the provisioning of the Fiber Services to you.

**This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.**

Name:

Signature:



Date	2/19/2024
Sales Associate	Chris DeVine
Customer	WOODFORD COUNTY SCHOOL DISTRICT
Subscriber ID	
Address	330 PISGAH PIKE, VERSAILLES KY 40383

The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.

**Primary Contact** will be responsible for **setting up the myMetroNetPortal Account**. Anyone logging in to the business's customer portal account will be able to manage the contacts on your account.

**Primary Contact** will receive (and hereby expressly authorizes MetroNet to send) **transactional and/or relationship messages and notifications regarding install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions via email, text, and phone**. Primary Contact **will have ability to modify this authorization or add/remove additional contacts** in the myMetroNetPortal or by emailing **business-customer-service@metronetinc.com** or calling (855) 769-0936.

**Primary Contact** will be **responsible for managing contacts** in the myMetroNetPortal to receive Install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions.

**911 Multi-Line Telephone Systems Notifications**

Per FCC regulations, users of Multi-Line Telephone Systems (MLTS) must designate a contact name, phone number and/or email address that will be notified if a 911 call is placed from one of the users' MLTS phones. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. **If the table below is not completed, the Primary Contact's information will be used by default for all 911 MLTS Notifications.** After your HPBX service is installed, your organization is responsible for managing any changes to your 911 Notification Contact by contacting MetroNet Business Customer Service by email at **business-customer-service@metronetinc.com** or phone at **(855) 769-0936**.

The Contact(s) listed below should be notified if or when a 911 call has been placed from one of my MetroNet HPBX phones. **It is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to keep this Contact List updated.**

**911 Dispatchable Location Requirements**

The FCC has adopted rules to ensure that "Dispatchable Location" is conveyed with 911 calls to dispatch centers placed over Multi-Line Telephone Systems (MLTS). Dispatchable Location means a location that consists of the validated street address of the calling party, plus additional information such as suite, apartment, or similar information necessary to adequately identify the location of the calling party. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. Before services are installed, you are responsible for providing MetroNet with the Dispatchable Location information associated with your telephone numbers. **After services are installed, you are responsible for updating any changes to your Dispatchable Location information** by contacting Business Customer Service by email **business-customer-service@metronetinc.com** or phone **855-769-0936**.

Primary Contact	Title	Phone	Email
Josh Rayburn	CIO, Director of Technology	859-879-4617	josh.rayburn@woodford.kyschools.us
Onsite Contact	Title	Phone	Email
Accounts Payable	Title	Phone	Email
Additional Authorized Contacts	Title	Phone	Email

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer.

Name:

Signature:



**Addendum**  
**Regarding SERVICE LEVEL AGREEMENT**  
**FOR BUSINESS FIBER WAN SERVICE ONLY**  
(FOR ETHERNET SERVICES ONLY)

THIS ADDENDUM (the "Addendum") amends and supplements the MetroNet Advanced Services Agreement, Business Services Agreement or other services agreement (the "Agreement") of the Customer signing below and is dated as of the same date.

All capitalized terms used herein and not otherwise defined in this Addendum will have the meanings set forth in the Agreement.

The following new Section, **Service Level Agreement**, is added to the Terms and Conditions incorporated in the Agreement:

**SERVICE LEVEL AGREEMENT**

**1) NETWORK OPERATIONS DEFINITIONS :**

(a) Availability. "Availability" is the amount of time MetroNet's Fiber Service is available for use, i.e. not subject to a total loss or interruption of transmission or signal.

(b) Customer Premises. "Customer Premises" is the place at the Customer's location where the MetroNet equipment needed to provision the Fiber Service is installed by MetroNet.

(c) Emergency Maintenance or Repair. "Emergency Maintenance or Repair" is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.

(d) Excluded Outages. "Excluded Outages" are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer's or third party's network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer's end-user's premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and, (ix) during any period when the Customer chooses to delay repair and/or testing to proceed.

(e) Force Majeure. "Force Majeure" events are causes beyond MetroNet's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms, inclement weather of all kinds, storm surges, flooding, hurricanes, earthquakes, or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action, embargo, or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, epidemics,



quarantines, pandemics; insurrections, riots, wars, revolution, insurgencies and other hostilities, or strikes, lockouts, work stoppages or other labor disputes or difficulties, hostile acts of governments, their security and intelligence agencies, and other agents.

(f) Jitter. "Jitter" is the variation in Latency from a MetroNet Gateway to the Customer Premises.

(g) Latency. "Latency" is the time it takes a data packet to travel from a MetroNet Gateway to the Customer Premises.

(h) MetroNet Gateway. "MetroNet Gateway" shall be defined as a test point on MetroNet's network from which availability and performance objectives can be measured.

(i) Off Net. "Off Net" means a service which is licensed by MetroNet from a third party to provide, in whole or in part, a given Fiber Service to a specific Customer or end-user premise or location.

(j) On Net. "On Net" means a Fiber Service provisioned entirely on MetroNet's network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered "On Net" if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

(k) Outage. "Outage" shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal with respect to particular Fiber Service (an "Availability Outage"), or (ii) the Service Elements of a particular Fiber Service do not perform equal to or better than the Performance Objectives stated below (a "Performance Outage").

(l) Packet / Frame Loss. "Packet/Frame Loss" is the percentage of data packets not received at the Customer Premises with respect to data packets transmitted from a MetroNet Gateway to the Customer Premises.

(m) Planned Maintenance or Repair. "Planned Maintenance or Repair" includes network upgrades and repairs, equipment upgrades and repairs, cable upgrades and repairs, and power upgrades and repairs. Supplier will endeavor to provide Customer ten (10) business days' notice for Planned Maintenance, and Customer agrees to accept these notices electronically via email or other electronic means.

**2) SERVICE OUTAGE CREDITS :**

(a) Fiber Service Availability and Performance Standards shall be measured by averaging performance of the relevant metric over a calendar month. Availability and Performance Standards are only applicable for valid service frames that meet the service specifications of the Fiber Service purchased by the Customer. Examples of invalid service frames for purposes of calculating monthly average Availability and the Performance Standards set forth below include but are not limited to: invalid (improperly marked or malformed) Ethernet frames, traffic in excess of the contracted Fiber Service rate, and excessive broadcast/multicast traffic.

(b) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

**Table 1: Availability Service Outage Credits**

<b>Business Fiber WAN Service ONLY (99.999% Availability)</b>	
<b>Cumulative Outage (in hrs:mins:secs)</b>	<b>Outage Credit (% of MRC)</b>
00:00.00 – 00:02:00	None

00:02:01 – 00:04:00	5%
00:04:01 – 04:00:00	10%
04:00:01 – 10:00:00	20%
10:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(c) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

**Table 2: Performance Standard**

<b>Business Fiber WAN Service ONLY</b>	
<b>Measured from a MetroNet Gateway to the Customer Premises</b>	
Latency (ms) (one way)	< 8ms per 500 miles
Jitter (ms) (one way)	< 3ms per 500 miles
Packet / Frame Loss (%)	< .01% POP to POP

**Table 3: Latency/Jitter/ Packet Loss Service Outage Credits**

<b>Business Fiber WAN Service ONLY</b>	
<b>Cumulative Duration of Service Level Failure(s)</b>	<b>Service Outage Credit (% of MRC)</b>
>2 hrs. to 4 hrs.	10%
>4 hrs. to 10 hrs.	20%
>10 hrs. to 12 hrs.	30%
>12 hrs. to 16 hrs.	40%
>16 hrs. to 20 hrs.	50%
>20 hrs. to 24 hrs.	50%
>24 hrs.	100%

(d) A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Standards shall be measured from end-to-end as much as possible within MetroNet’s network; for example, from the Customer premises to the most distant MetroNet Gateway used to provision the Fiber Service. Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section by emailing [business-customer-service@metronetinc.com](mailto:business-customer-service@metronetinc.com) . If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. Any credit shall be limited to affected Fiber Service(s) only. For example, if Customer has Fiber Service at several locations, and an Outage affects only one location, any credit shall be based upon the monthly rate charged by MetroNet for the Fiber Service with respect to the one affected location only. By way of further example, if Customer has a Service Level Agreement Addendum for two separate Fiber Services (e.g. Internet and wide area network), an Outage with respect to one Fiber Service will not be deemed an Outage or give rise to an Outage credit with respect to the other. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service



in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

**3) RESPONSE AND RESTORATION OBJECTIVES:**

(a) Objective measured as an average over one (1) month.

**Table 4: Response and Restoration**

<b>Business Fiber WAN Service ONLY</b>	
<b>Category</b>	<b>Objective</b>
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Equipment	6 Hours
Mean Time to Restore Services	8 Hours

**4) CUSTOMER CONTACT NUMBER IN THE EVENT OF AN OUTAGE:**

In the event of an Outage at any time please call **Business Technical Support at (833) 393-6857.**

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

Name:	Title:
Signature:	Date:

ADDENDUM

THIS ADDENDUM (the "Addendum") amends and supplements the Metronet Advanced Services Agreement, Business Services Agreement, or other services agreement (the "Agreement") of the Customer signing below ("Customer") and is dated as of the same date.

The Section titled **Dispute resolution; Governing Law; Arbitration** is hereby amended to delete both references to "State of Indiana" and replace them with "Commonwealth of Kentucky" and delete both references to "Evansville, Indiana" and replace them with "Versailles, Kentucky".

The Section titled **Early Termination Liability** is hereby amended to add the following to the end of the Section:

"Notwithstanding the provisions of this Section, if Customer loses its funding necessary to pay for the Fiber Services, (i) Customer shall furnish evidence reasonably satisfactory to Metronet that Customer's funding has been lost and Customer is unable to pay for the Fiber Services; (ii) Customer and Metronet will enter into good faith negotiations to modify the monthly recurring fee to accommodate such loss; and, (iii) such negotiations shall first attempt to reduce the level of Fiber Services (e.g. bandwidth speed) to accommodate such loss of funding. If a reduction in the level of Fiber Services is insufficient to provide a solution reasonably acceptable to both parties, then the Agreement may be terminated by Customer without any early termination fees by Customer providing thirty (30) days prior written notice of such termination. During the period equal to the number of months that would have been remaining in the term of Agreement as of the date of termination, Customer will not purchase a service similar to the Fiber Services from another provider, whether provisioned using fiber or other mode of delivery."

All other terms and conditions not herein modified shall remain in full force and effect. To the extent of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

Board of Education of Woodford County

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_