Title: Internet Service Provider (ISP) Services

This Contract Amendment is to be attached to the respective Agreement and become a part thereof.

This amendment is issued to reflect the following effective modifications immediately.

- Extend the Terms of this Agreement through December 03, 2019.

Except as modified by this amendment, the provisions of the Contract shall remain in full force and effect.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 10/31/2017
State of New Mexico
Department of Information Technology Agreement
Information Technology Agreement
Department of Information Technology Price Agreement No.: 50-361-15-01844PL
General Services Department Contract No.: 50-361-15-01844AB
Amendment No. 001

THIS AGREEMENT is made and entered into by and between the State of New Mexico,
Department of Information Technology, hereinafter referred to as the "Procurung Agency,"
and "Plateau Telecommunications Incorporated", hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING
PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS
FOLLOWS:

1. Terms and Conditions. The purpose of this amendment is for an extension to the
Department of Information Technology Price Agreement to "Internet Service Provider
(ISP) Services" as a result of RFP#50-361-15-01844 for two (2) additional years.

Article 5. THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING
UNTIL APPROVED BY THE DoIT and the STATE PURCHASING AGENT. This
Agreement shall terminate on December 3, 2019 with no option to extend, unless
terminated pursuant to Article 6. No contract term, including extensions and renewal,
shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

All other articles of the original Agreement remain the same.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approving authorities below.

By: [Signature]  Date: 29 SEP 2017
Darryl M. Ackley, State CIO and Cabinet Secretary
Secretary of Department of Information Technology

By: [Signature]  Date: September 8, 2017
David Robinson, Chief Executive Officer
Plateau Telecommunications Incorporated

Approved for legal sufficiency:

By: [Signature]  Date: Sept 29 2017
Mafia R. Sanchez,
General Counsel of Department of Information Technology

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: C2-151172-00-1
Taxation and Revenue is only verifying the registration and will not confirm or deny any taxability statements contained in this contract.

By: [Signature]  Date: 9/26/17
Taxation & Revenue Department

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: [Signature]  Date: 29 SEP 2017
Darryl Ackley, State CIO and Cabinet Secretary
Department of Information Technology

This Agreement has been approved by the State Purchasing Agent:

By: [Signature]  Date: 10/31/17
Purchasing Agent for the State of New Mexico
State of New Mexico
General Services Department

Contract

Awarded Vendor
0000049991
Plateau Telecommunication Inc.
7111 N. Prince Street
Clovis, NM 88101

Telephone No. (575) 389-5103

Contract Number: 50-361-15-01844AB
Payment Terms: See Contract
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Angelica Lopez
Telephone No.: (505) 827-0425

Ship To:
NM Department of Information Technology
715 Alta Vista
Santa Fe, NM 87502

Invoice:
Same as ‘Ship to’

For questions regarding this contract please contact:
Phil Bachicha (505) 476-3469

Title: Internet Service Provider (ISP) Services

Term: November 16, 2015 – November 15, 2017

This Contract is made subject to the “terms and conditions” as indicated in the attached Contract.

Accepted for the State of New Mexico

[Signature]
New Mexico State Purchasing Agent

Date: 11/16/15

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
AL
State of New Mexico

New Mexico Department of Information Technology

Information Technology Agreement
Price Agreement No. 50-361-15-01844PL

THIS Information Technology Agreement ("Agreement" or "Contract") is made by and between the State of New Mexico, Department of Information Technology, hereinafter referred to as the "Procuring Agency" and Plateau Telecommunication Incorporated, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 et. seq; and Procurement Code Regulations, NMAC 1.4.1 et. seq; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the Procuring Agency has selected the Contractor as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP#50-361-15-01844 “Internet Service Provider (ISP) Services” and the Contractor’s response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. “Acceptance” or “Accepted” shall mean the approval, after Quality Assurance, of all Deliverables by an Executive Level Representative of the Procuring Agency.

B. “Application Deployment Package” shall mean the centralized delivery of business critical applications including the source code (for custom software), documentation, executable code and deployment tools required to successfully install application software fixes including additions, modifications, or deletions produced by the Contractor.

C. “Business Days” shall mean Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for federal or state holidays.

D. “Change Request” shall mean the document utilized to request changes or revisions in the Scope of Work – Exhibit A, attached hereto and incorporated herein.

E. “Chief Information Officer ("CIO")” shall mean the Cabinet Secretary/CIO of the Department of Information Technology for the State of New Mexico or Designated Representative.

F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential client information as such term is defined in State or Federal statutes and/or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by the Procuring Agency or any other State agency as
confidential, including all information designated as confidential under federal or
state law or regulations; (5) unless publicly disclosed by the Procuring Agency or the
State of New Mexico, the pricing, payments, and terms and conditions of this
Agreement, and (6) State information that is utilized, received, or maintained by the
Procuring Agency, the Contractor, or other participating State agencies for the
purpose of fulfilling a duty or obligation under this Agreement and that has not been
publicly disclosed.

G. “Contract Manager” shall mean a qualified person from the Procuring Agency
responsible for all aspects of the administration of this Agreement. Under the terms
of this Agreement, the Contract Management shall be a coordinated effort with the
State Purchasing Agent’s Purchasing Division and the Department of Information
Technology’s Contracts and Procurement Bureau.

H. “Combined Reporting System (CRS)” means the New Mexico tax identification
number assigned to anyone that registers with the Taxation and Revenue Department
of New Mexico. This ID is used to report and pay state and local gross receipt tax,
New Mexico withholding tax and compensation tax under CRS.

I. “Default” or “Breach” shall mean a violation of this Agreement by either failing to
perform one’s own contractual obligations or by interfering with another Party’s
performance of its obligations.

J. “Deliverable” shall mean any verifiable outcome, result, service or product that must
be delivered, developed, performed or produced by the Contractor as defined by the
Scope of Work.

K. “Designated Representative” shall mean a substitute(s) for a title or role, e.g. Contract
Manager, when the primary is not available.

L. “DoIT” shall mean the Department of Information Technology.

M. “DFA” shall mean the Department of Finance and Administration; “DFA/CRB” shall
mean the Department of Finance and Administration, Contracts Review Bureau.

N. “Escrow” shall mean a legal document (such as the software source code) delivered
by the Contractor into the hands of a third party, and to be held by that party until the
performance of a condition is Accepted; in the event Contractor fails to perform, the
Procuring Agency receives the legal document, in this case, Source Code.

O. “Enhancement” means any modification including addition(s), modification(s), or
deletion(s) that, when made or added to the program, materially changes its or their
utility, efficiency, functional capability, or application, but does not constitute solely
an error correction.

P. “Executive Level Representative” shall mean the individual empowered with the
authority to represent and make decisions on behalf of the Procuring Agency’s
executives or his/her Designated Representative.

Q. “GRT” shall mean New Mexico gross receipts tax.

R. “Intellectual Property” shall mean any and all proprietary information developed
pursuant to the terms of this Agreement.

S. “Independent Verification and Validation (“IV&V”)” shall mean the process of
evaluating a Project and the Project’s product to determine compliance with specified
requirements and the process of determining whether the products of a given
development phase fulfill the requirements established during the previous stage, both
of which are performed by an entity independent of the Procuring Agency.
T. “Know How” shall mean all technical information and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.

U. “Payment Invoice” shall mean a detailed, certified and written request for payment of Services by and rendered from the Contractor to the Procuring Agency. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the Payment Invoice is submitted.

V. “Performance Bond” shall mean a surety bond which guarantees that the Contractor will fully perform the Contract and guarantees against breach of contract.

W. “Project” shall mean a temporary endeavor undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The Project terminates once the Project scope is achieved and the Project approval is given by the Executive Level Representative and verified by the Procuring Agency CIO to the DoIT.

X. “Project Manager” shall mean a Qualified person from the Procuring Agency responsible for the application of knowledge, skills, tools, and techniques to the Project activities to meet the Project requirements from initiation to close. Under the terms of this Agreement, the Project Manager shall be assigned by the Department of Information Technology or his/her Designated Representative.

Y. “Qualified” means demonstrated experience performing activities and tasks with Projects.

Z. “Quality Assurance” shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

AA. “Services” shall mean the tasks, functions, and responsibilities assigned and delegated to the Contractor under this Agreement.

BB. "State Purchasing Agent (SPA)" shall mean the State Purchasing Agent for the State of New Mexico or his/her Designated Representative.

CC. “State Purchasing Division (SPD)” shall mean the State Purchasing Division of the General Services Department for the State of New Mexico.

DD. “Software” shall mean all operating system and application software used by the Contractor to provide the Services under this Agreement.

EE. “Software Maintenance” shall mean the set of activities which result in changes to the originally Accepted (baseline) product set. These changes consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline system.

FF. “Source Code” shall mean the human-readable programming instructions organized into sets of files which represent the business logic for the application which might be easily read as text and subsequently edited, requiring compilation or interpretation into binary or machine-readable form before being directly useable by a computer.

GG. “Turnover Plan” means the written plan developed by the Contractor and approved by the Procuring Agency in the event that the work described in this Agreement transfers to another vendor or the Procuring Agency.

HH. “Work made for hire” means professional services related to the price listing Appendix C-5 outlined in Exhibit A of this Agreement.
ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

1. The Contractor shall be limited to the Internet Service Provider (ISP) Services awarded in this Agreement as outlined in Exhibit A, attached hereto and incorporated herein by reference to include any future amendments. There are no volume or purchase commitments as to any specific dollar amount which will be contracted by the Procuring Agency or the State as a whole. The ISP Services in this Agreement must be available to the Department of Information Technology should the DoIT or any users authorized in writing by the DoIT elect to make any purchases.

2. This Agreement will be utilized only by the Department of Information Technology. However, any other state and/or local entities must request written permission in advance by the DoIT Network Services Bureau Chief for the use of this Agreement.

3. The Price Listings of this Agreement shall not increase for the duration of the awarded Agreement. Any changes to the agreement to include pricing reductions shall be submitted to the Procuring Agency and State Purchasing Division for review and approval and may be negotiated at any point throughout the duration of the agreement with the Procuring Agency.

4. Support Organization. This requirement is at no added cost to the Department of Information Technology based upon the Contractor’s Price Listings for internet services at all service locations included in this Agreement. The Contractor’s dedicated toll-free number for its Network Operations Center (NOC) at 1-800-432-2369 (575-389-3364 DID) at NOC@plateautel.com and support staff dedicated to the service support for internet services and any other related services included in this Agreement to include requesting and providing internet services,

5. trouble reporting and resolution to be available 24 hours a day, 7 days a week, 365 days a year.

6. Service Locations. The Contractor shall provide direct Internet Service to the following locations:

   a. Access point located in the Compass Bank Building at 505 Marquette Ave. NW, UNM Gigapop Suite 120A, Albuquerque, NM 87102.


   c. Access point located at 501 West Overland, RR 215.15, Customer Access at SE door, one large room (Must be on Level 3 access list to enter facility), El Paso, TX 79901.

   d. NOT APPLICABLE AT THIS TIME. Access point located at New Mexico State University, 1275 Stewart St., NMSU ICT – Building, room 131, (24x7 Escort access by ICT personnel), Las Cruces, NM 88003.

7. Outages and Escalation Procedures. This requirement is at no added cost to the Department of Information Technology based upon the Contractor’s Price Listings for internet services at any of the Service Locations listed above. The Contractor shall notify the DoIT Network Services Bureau by email at Network Services using email address
DoIT-NSB@state.nm.us and the DoIT Enterprise Helpdesk at (505) 827-2121 of
scheduled outages at least Ten (10) calendar days in advance and all unscheduled outages
and/or emergency maintenance will be reported within two (2) hours upon discovery with
an estimated restore time to include hourly updates until outage is repaired.

8. Internet Service as a Direct Connection. This requirement is at no added cost to the
Department of Information Technology based upon the Contractor’s Price Listings for
internet services at any of the Service Locations listed above. The Contractor shall provide
internet service as a direct connection for the Service Locations in this Agreement.

9. Customer Reporting. This requirement is at no added cost to the Department of
Information Technology based upon the Contractor’s Price Listings for Internet services at
any of the Service Locations listed in this Agreement. The Contractor must provide the
customer reports listed per Appendix I, “Customer Reports Provided by Contractor”.

10. Monitoring Capability. This requirement is at no added cost to the Department of
Information Technology based upon the Contractor’s Price Listings for Internet services at
any of the Service Locations listed in this Agreement. The Contractor shall provide for full
time monitoring of Internet services 24 hours a day, 7 days a week and 365 days a year for
the Department of Information Technology across the Service Locations listed in this
Agreement.

11. Prevention Solutions to Stop DDoS attacks. This requirement is at no added cost to the
Department of Information Technology based upon the Contractor’s Price Listings for
Internet services at any of the Service Locations listed in this Agreement. The Contractor
shall provide a prevention solution to stop a DDoS attack. The Contractor’s prevention
solution to stop DDoS attacks by providing IP filtering/null routing of malicious IP
addresses on a temporary basis.

12. Security. The Contractor shall provide security of its own network to ensure the
integrity, availability, and confidentiality of the customer and company information in
support of Internet services.

13. Provisioning and Upgrading Timeframe by Location. The Contractor shall provide the
lead times (in calendar days) for provisioning Internet services and upgrading Internet
services that include hardware upgrades using its portal starting from the date the
Department of Information Technology or customer requests service formally in writing
with signature approval through the date the customer receives services successfully for
any of the Service Locations listed in this Agreement. See Appendix J, “Contractor’s
Lead Time for Provisioning and Upgrading Internet Services at Service Locations
Listed”.

B. Performance Measures. The Contractor shall substantially perform to the satisfaction of the
Procuring Agency the Performance Measures set forth in Exhibit A. In the event the
Contractor fails to obtain the results described in Exhibit A, the Procuring Agency may
provide written notice to the Contractor of the Default and specify a reasonable period of
time in which the Contractor shall advise the Procuring Agency of specific steps it will take
to achieve these results and the proposed timetable for implementation. Nothing in this
Section shall be construed to prevent the Procuring Agency from exercising its rights
pursuant to Article 6 or Article 16.

C. **Schedule.** The Contractor shall meet the due dates, as set forth in Exhibit A, which due dates
shall not be altered or waived by the Procuring Agency without prior written approval,
through the Amendment process, as defined in Article 25.

D. **License.**
   Not Applicable. The Parties agree there is no License for the Services outlined in Exhibit
   A of this Agreement.

E. **Source Code.**
   Not Applicable. The Parties agree there is no Source Code for the Services outlined in
   Exhibit A of this Agreement.

F. **The Procuring Agency’s Rights.**
   1. **Rights to Software.** Not Applicable. The Parties agree the Procuring Agency
does not have rights to the Software that support the Services outlined in
   Exhibit A in this Agreement.
   2. **Proprietary Rights.** The Contractor will reproduce and include the State of New
   Mexico’s copyright and other proprietary notices and product identifications provided
   by the Contractor on such copies, in whole or in part, or on any form of the
   Deliverables.
   3. **Rights to Data.** Not Applicable. The Parties agree the Procuring
   Agency will not be storing its data on the Contractor’s servers or within the
   Contractors custody for the Services outlined in Exhibit A in this Agreement.

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**ARTICLE 3 - COMPENSATION**

A. **Compensation Schedule.** The Procuring Agency shall pay to the Contractor based upon
fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if
any, as identified in Paragraph D.

B. **Payment.** The total compensation under this Agreement shall not exceed the cost to be
paid for ISP Services rendered and accepted, per the schedule outlined in Exhibit A
which excludes New Mexico gross receipts tax. This amount is a maximum and not a
guarantee that the work assigned to be performed by Contractor under this Agreement
shall equal the amount stated herein. The Parties do not intend for the Contractor to
continue to provide Services without compensation when the total compensation amount
is reached. Contractor is responsible for notifying the Procuring Agency when the
Services provided under this Agreement reach the total compensation amount. In no
event will the Contractor be paid for Services provided in excess of the total
compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable according to Article 4 and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. For any work made for hire, the Procuring Agency shall retain twenty percent (20%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance of this Agreement. All amounts retained shall be released to the Contractor upon Acceptance of the final Deliverable.

E. Performance Bond. Not Applicable.

G. Waiving Installation Fees (Non-Recurring Costs (NRCs). The Contractor shall waive any installation fees, nonrecurring costs, and cross connect charge (CCC).

H. Service Levels Resulting in Service Credits. The Contractor shall provide service level credits. See Appendix N, "Contractor Service Credits for IP Services".
ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Procuring Agency. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Exhibit A, less retainage as set forth in Article 3(D).

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;
2. Complies with the terms and conditions of the RFP#50-361-15-01844. Meets the performance measures for the Deliverable(s) and this Agreement;
3. Meets or exceeds the generally accepted industry standards and procedures for the Deliverable(s); and
4. Complies with all the requirements of this Agreement.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have ten (10) Business Days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) Business Days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies.
attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The Procuring Agency may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Agency may terminate this Agreement.

ARTICLE 5 – TERM

This Agreement shall terminate on **October 31, 2017**, or two years from the date on which it is executed by all Parties, unless terminated pursuant to Article 6. The Agreement shall be for two calendar years in duration with the option to renew on an annual basis or for another 2 (two) years. The contract term, including extensions and renewals, shall not exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. **Grounds.** The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency’s uncured, material breach of this Agreement.

B. **Appropriations.** By the Procuring Agency, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The Procuring Agency’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency terminates this Agreement pursuant to this subsection, the Procuring Agency shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. **Notice; Agency Opportunity to Cure.**
   1. Except as otherwise provided in Paragraph (3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
   3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the
Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, “Appropriations”, of this Agreement.

D. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**

**ARTICLE 7 – TERMINATION MANAGEMENT**

A. **Contractor.** In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Agency property in which the Procuring Agency has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the Procuring Agency;
2. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Procuring Agency;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Agency may direct, for orderly completion and transition;
4. Take such action as the Procuring Agency may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Agency is not liable for any costs arising out of termination and that the Procuring Agency is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Agency’s programs;
7. In the event that this Agreement is terminated due to the Contractor’s course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Agency’s receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Agency the full amount of the reduction;
8. Should this Agreement terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Agency for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred; 

9. In the event this Agreement is terminated for any reason, or upon its expiration, the Contractor shall develop and submit to the Procuring Agency for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Agency and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Agency or created by the Contractor under this Agreement, to the Procuring Agency, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Agency, the Contractor shall provide to the Procuring Agency a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Agency or created by the Contractor under this Agreement.

B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Procuring Agency shall:

1. Retain ownership of all work products and documentation created pursuant to this Agreement; and 

2. Pay the Contractor all amounts due for Services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the Procuring Agency, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. In the event that any action, suit or proceeding related to the Services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable, but no later than two (2) Business Days after it receives notice thereof, notify, by certified mail, the legal counsel of the Procuring Agency, the Risk Management Division of the New Mexico General Services Department, and the DoIT.
B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the Procuring Agency, as necessary, to satisfy any outstanding claim that the Procuring Agency may have against the Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

A. Ownership.
For performance of this Agreement which excludes work made for hire, the Contractor hereby acknowledges and grants to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How created or conceived pursuant to, or as a result of, performance of this Agreement that is not work made for hire.

For performance of this Agreement resulting in work made for hire, Any and all Intellectual Property, including but not limited to copyright, patentable inventions, patents, trademarks, trade names, service marks, and/or trade secrets created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Intellectual Property. Any and all Know How created or conceived pursuant to, or as a result of, performance of this Agreement, shall be work made for hire and the Procuring Agency shall be considered the creator and owner of such Know How. The Procuring Agency shall own the entire right, title and interest to the Intellectual Property and Know How worldwide, and, other than in the performance of this Agreement, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Intellectual Property and Know How to any entity or person outside of the Procuring Agency without the express written authorization of the Procuring Agency. Contractor shall notify the Procuring Agency, within fifteen (15) Business Days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the Procuring Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Procuring Agency. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Agency, Contractor hereby acknowledges and agrees to grant to the Procuring Agency and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.
ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the Procuring Agency, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney’s fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Agency based upon Contractor’s trade secret infringement relating to any product or Services provided under this Agreement, the Contractor agrees to reimburse the Procuring Agency for all costs, attorneys’ fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Agency shall:

1. Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Agency Rights. If any product or service becomes, or in the Contractor’s opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1. Provide the Procuring Agency the right to continue using the product or service and fully indemnify the Procuring Agency against all claims that may arise out of the Procuring Agency’s use of the product or service;
2. Replace or modify the product or service so that it becomes non-infringing; or
3. Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor’s obligation will be void as to any product or service modified by the Procuring Agency to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor hereby expressly warrants the Deliverable(s) as being correct and compliant with the terms of this Agreement, Contractor’s official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases.

B. Software. Not Applicable. The Parties agree there is no Software to be purchased or developed for the Services outlined in Exhibit A of this Agreement.
ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor’s key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

I. Account Management Team:
   1. Gena Hankins, Transport Services Sales Coordinator II
   2. Laurie Byrd, Transport Services Sales Coordinator I
   3. Shannon Bufkin, Transport Services Sales
   4. Debbie Durham, CABS Analyst
   5. Brian Cathey, Business Development Manager
   6. Jerry Byrd, Technical Support Team Lead
   7. Maria Person, Customer Care Manager

II. Technical Support Team
   1. Jason Gonzales, Network Operations Manager
   2. JJ Bender, Network Engineer Team Lead
   3. Clarence Black, Network Engineer II
   4. Gabriel Calvert, Network Engineer II
   5. Bruce Scott, Manager Service Areas
   6. Wes Werner, Wireline Network Operations Center (NOC) Supervisor
   7. Ken Betz, Wireless NOC Supervisor
   8. Steve Roberts, Network Supervisor
   9. Cip Encinas, Network Tech II
   10. Kelly Tindle, Network Tech II
   11. Eddie Trujillo, Network Tech II
   12. Richard Trujillo, Wireless Technician II
   13. Nathan Wimberly, Telecommunications II
   14. Bobby Williamson, Central Area Supervisor
   15. Jeson Garcia, Area Supervisor

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor’s personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring
Agency reserves the right to require a change in Contractor’s personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency’s expectations.

**ARTICLE 13 – STATUS OF CONTRACTOR**

A. **Independent Contractor.** The Contractor and its agents and employees are independent contractors performing professional Services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. **Subject of Proceedings.** Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor’s ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the Procuring Agency.

**ARTICLE 14 – CHANGE MANAGEMENT**

A. **Changes.** Contractor may only make changes or revisions within the Scope of Work as defined by Article 2 and Exhibit A after receipt of written approval by the Executive Level Representative. Such change may only be made to Tasks or Sub-Task as defined in the Exhibit A. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

B. **Change Request Process.** In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The Executive Level Representative shall provide a written decision on the
Change Request to the Contractor within a maximum of ten (10) Business Days
of receipt of the Change Request. All decisions made by the Executive Level
Representative are final. Change Requests, once approved, become a part of the
Agreement and become binding as a part of the original Agreement.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

A. If IV&V professional Services are used or required to be used for the Project associated
with this Agreement, the Contractor hereby agrees to cooperate with the IV&V vendor.
Such cooperation shall include, but is not limited to:
1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings; and
3. Supplying the IV&V vendor with any other material as directed by the Project
Manager.

If this Agreement is for IV&V professional Services then the Contractor agrees to:
1. Submit all reports directly to the Department of Information Technology, Project
Oversight and Compliance Division (ivandv.reports@state.nm.us) according to
the DoIT IV&V Reporting Template and Guidelines found on the DoIT website,
http://www.doit.state.nm.us/project_templates.html, and copy the Procuring
Agency.
2. Use a report format consistent with the current DoIT IV&V Reporting Template
and Guidelines found on the DoIT website,
http://www.doit.state.nm.us/project_templates.html.

ARTICLE 16 – DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring
Agency and the State of New Mexico may procure the goods or Services from another source
and hold the Contractor responsible for any resulting excess costs and/or damages, including but
not limited to, direct damages, indirect damages, consequential damages, special damages and
the Procuring Agency and the State of New Mexico may also seek all other remedies under the
terms of this Agreement and under law or equity.
**ARTICLE 17 - EQUITABLE REMEDIES**

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency’s obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency’s rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

**ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property at any time, in any way, if and to the extent that the injury or damage was caused by or due to the fault or negligence of the Contractor or a defect of any equipment provided or installed, provided in whole or in part by the Contractor pursuant to the Agreement. Contractor shall not be liable for damages arising out of, or caused by, alterations made by the Procuring Agency to any equipment or its installation or for losses caused by the Procuring Agency’s fault or negligence. Nothing in this Agreement shall limit the Contractor’s liability, if any, to third parties and/or employees of the Procuring Agency or the State of New Mexico, or any remedy that may exist under law or equity in the event a defect in the manufacture or installation of the equipment, or the negligent act or omission of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

**ARTICLE 19 - ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities.

**ARTICLE 20 - SUBCONTRACTING**

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting oblige payment from the Procuring Agency.

B. Responsibility for subcontractors. The Contractor must not disclose Confidential Information of the Procuring Agency or of the State of New Mexico to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement.
ARTICLE 21 – RELEASE

The Contractor’s Acceptance of final payment of the amount due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

ARTICLE 23 – CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or Services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

A. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of Services rendered during this Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, CIO, SPA, and DFA and the New Mexico State Auditor’s Office. The Procuring Agency shall have the right to audit billings both before and after payment. Payment for Services under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.
ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities. Amendments are required for the following:

1. Deliverable requirements, as outlined in Exhibit A;
2. Due Date of any Deliverable, as outlined in Exhibit A;
3. Compensation of any Deliverable, as outlined in Exhibit A;
4. Agreement Compensation, as outlined in Article 3; or
5. Agreement termination, as outlined in Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 27 – NEW MEXICO EMPLOYEES PAY EQUITY REPORTING

A. The Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in duration. If Contractor has (250) or more employees Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for Agreements up to one (1) year in
duration. For Agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual Agreements anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreements, whichever comes first. Should Contractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

B. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this Agreement if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of this Agreement. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting as of the effective date of this Agreement but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

C. Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

ARTICLE 28 – MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. In the event of any inconsistencies between various documents comprising this Agreement, the order of
precedence will apply in ascending order of control: (1) This Agreement, (2) the Exhibit A to the Agreement, (3) other exhibits to this Agreement, (4) Contractor’s RFP response, and (5) the RFP including RFP amendments. Contractor agrees all purchases made under or resulting from this Price Agreement shall be controlled and governed by the terms and conditions as set forth in this Agreement regardless of type of purchase or language in subsequent agreements including but not limited to end user licenses, leases, scopes of work, other license agreements, or quotes provided by the Contractor or a third party. This Agreement will be the controlling and governing document for any claims questions or differences between the parties arising from purchases made from this Agreement.

**ARTICLE 29 – NOTICES**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

**For PROCURING AGENCY**

To SPA:
State Purchasing Agent
Purchasing Division
Joseph M. Montoya State Building, Room 2016
1100 St. Francis Drive
Phone: (505) 827-0472

With a copy to DoIT:
Phil Bachicha, Procurement Specialist
Contracts and Procurement Bureau
Department of Information Technology
Simms Building
715 Alta Vista
Santa Fe, NM 87502
Phone: (505) 476-3469

**For CONTRACTOR**

Tom Phelps, Chief Executive Officer
Plateau Telecommunications Incorporated,
tphelps@plateautel.com,
(575) 389-5103,
7111 N. Prince Street
Clovis, NM 88101
Any change to the Notice individual or the address, shall be effective only in writing.

**ARTICLE 30 – GENERAL PROVISIONS**

A. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. **Civil and Criminal Penalties.** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

2. **Equal Opportunity Compliance.** The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

3. **Workers Compensation.** The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

B. **Applicable Law.** The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement.

C. **Waiver.** A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

D. **Headings.** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties shall survive the expiration or termination of this Agreement. If necessary, any Software License and Software Escrow agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or Default in performing hereunder if such delay or Default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

By: 
Darryl M. Ackley, State CIO and Cabinet Secretary
Department of Information Technology
Date: 29 Oct 2015

By: 
Tom Phelps
Chief Executive Officer, Plateau Telecommunication Incorporated
Date: 10/6/15

Approved for legal sufficiency:

By: 
María R. Sanchez
Department of Information Technology, General Counsel
Date: 29 Oct 2015

By: 
Charles Martinez
Department of Information Technology, Chief Financial Officer
Date: N/A

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

CRS ID Number: 02151172-001

By: 
Taxation & Revenue Department
Date: 10.13.2015

Approved as to information technology contractual specifications and compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: 
Darryl M. Ackley, State CIO and Cabinet Secretary
Department of Information Technology
Date: 29 Oct 2015

This Agreement has been approved by the State Purchasing Agent:

By: 
Lawrence O. Mexwell
Purchasing Agent for the State of New Mexico
Date: 10/3/15
I. **EXHIBIT A – SCOPE OF WORK**

This section will consist of the following ISP Services and Price Listings:

1. **APPENDIX C:** Price Listing for Internet Service to Compass Bank  
   505 Marquette Ave., UNM Gigapop Suite 120A  
   Albuquerque, NM 87102

2. **APPENDIX C-1:** Price Listing for Internet Service to John F. Simms Building  
   715 Alta Vista, Simms Building Basement Comm. Room  
   Santa Fe, NM 87502

3. **APPENDIX C-2:** Price Listing for Internet Service to 501 West Overland  
   El Paso, TX 79901  
   RR 215.15, Customer Access at SE door, one large room  
   (Must be on Level 3 access list to enter facility)

4. **APPENDIX C-3:** NOT APPLICABLE AT THIS TIME. Price Listing for Internet Service to New Mexico State University  
   1275 Stewart St., NMSU ICT – Building, Room 131  
   (24x7 Escort access by ICT personnel  
   Las Cruces, NM 88003

5. **APPENDIX C-4:** Price Listing for Internet Service Provider Training Courses

6. **APPENDIX C-5:** Price Listing for Internet Service Provider’s (ISP) Professional Services

7. **APPENDIX C-6:** Other Alternative Price Listing for Internet Service Provider’s

8. **APPENDIX I:** Customer Reports Provided By the Contractor

9. **APPENDIX J:** Contractor’s Lead Time for Provisioning and Upgrading Internet Services at Service Locations Listed

10. **APPENDIX N –** Contractor’s Service Credits for IP Services

II. **EXHIBIT B: PLATEAU’S SERVICE LEVEL AGREEMENT**
APPENDIX C

Price Listing for Internet Service to Compass Bank
at 505 Marquette Ave., UNM Gigapop Suite 120A, Albuquerque, NM 87102

a. Fast Ethernet (100 Mbps)

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<td>$1,195.00</td>
</tr>
<tr>
<td>100 Mbps</td>
<td>$1,574.00</td>
<td>$1,324.00</td>
<td>$1,241.00</td>
</tr>
</tbody>
</table>
b. Gigabit Ethernet (1000 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Mbps</td>
<td>$1,574.00</td>
<td>$1,324.00</td>
<td>$1,241.00</td>
</tr>
<tr>
<td>200 Mbps</td>
<td>$2,397.00</td>
<td>$2,426.00</td>
<td>$2,270.00</td>
</tr>
<tr>
<td>300 Mbps</td>
<td>$3,575.00</td>
<td>$3,075.00</td>
<td>$2,875.00</td>
</tr>
<tr>
<td>400 Mbps</td>
<td>$4,350.00</td>
<td>$3,638.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>500 Mbps</td>
<td>$4,575.00</td>
<td>$3,825.00</td>
<td>$3,575.00</td>
</tr>
<tr>
<td>600 Mbps</td>
<td>$4,733.00</td>
<td>$3,956.00</td>
<td>$3,698.00</td>
</tr>
<tr>
<td>700 Mbps</td>
<td>$4,823.00</td>
<td>$4,031.00</td>
<td>$3,768.00</td>
</tr>
<tr>
<td>800 Mbps</td>
<td>$4,935.00</td>
<td>$3,975.00</td>
<td>$3,855.00</td>
</tr>
<tr>
<td>900 Mbps</td>
<td>$5,065.00</td>
<td>$4,238.00</td>
<td>$3,960.00</td>
</tr>
<tr>
<td>1000 Mbps</td>
<td>$6,003.00</td>
<td>$4,275.00</td>
<td>$3,575.00</td>
</tr>
</tbody>
</table>
c. 10 Gigabit Ethernet (10,000 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 Mbps</td>
<td>$6,003.00</td>
<td>$4,275.00</td>
<td>$3,575.00</td>
</tr>
<tr>
<td>2000 Mbps</td>
<td>$10,577.00</td>
<td>$7,588.00</td>
<td>$6,336.00</td>
</tr>
<tr>
<td>3000 Mbps</td>
<td>$14,925.00</td>
<td>$11,320.00</td>
<td>$9,446.00</td>
</tr>
<tr>
<td>4000 Mbps</td>
<td>$19,073.00</td>
<td>$14,063.00</td>
<td>$11,732.00</td>
</tr>
<tr>
<td>5000 Mbps</td>
<td>$22,829.00</td>
<td>$17,549.00</td>
<td>$14,637.00</td>
</tr>
<tr>
<td>6000 Mbps</td>
<td>$26,767.00</td>
<td>$21,034.00</td>
<td>$17,541.00</td>
</tr>
<tr>
<td>7000 Mbps</td>
<td>$30,613.00</td>
<td>$24,519.00</td>
<td>$20,445.00</td>
</tr>
<tr>
<td>8000 Mbps</td>
<td>$34,461.00</td>
<td>$28,004.00</td>
<td>$23,349.00</td>
</tr>
<tr>
<td>9000 Mbps</td>
<td>$37,857.00</td>
<td>$31,489.00</td>
<td>$26,253.00</td>
</tr>
<tr>
<td>10,000 Mbps</td>
<td>$41,255.00</td>
<td>$34,975.00</td>
<td>$29,158.00</td>
</tr>
</tbody>
</table>
APPENDIX C-1

Price Listing for Internet Service to John F. Simms Building
at 715 Alta Vista, Simms Building Basement Comm. Room, Santa Fe, NM
87502

a. Fast Ethernet (100 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Mbps</td>
<td>$306.00</td>
<td>$255.00</td>
<td>$238.00</td>
</tr>
<tr>
<td>20 Mbps</td>
<td>$576.00</td>
<td>$480.00</td>
<td>$448.00</td>
</tr>
<tr>
<td>30 Mbps</td>
<td>$765.00</td>
<td>$638.00</td>
<td>$595.00</td>
</tr>
<tr>
<td>40 Mbps</td>
<td>$878.00</td>
<td>$731.00</td>
<td>$683.00</td>
</tr>
<tr>
<td>50 Mbps</td>
<td>$1,080.00</td>
<td>$900.00</td>
<td>$840.00</td>
</tr>
<tr>
<td>60 Mbps</td>
<td>$1,188.00</td>
<td>$990.00</td>
<td>$924.00</td>
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<tr>
<td>70 Mbps</td>
<td>$1,287.00</td>
<td>$1,073.00</td>
<td>$1,001.00</td>
</tr>
<tr>
<td>80 Mbps</td>
<td>$1,359.00</td>
<td>$1,133.00</td>
<td>$1,057.00</td>
</tr>
<tr>
<td>90 Mbps</td>
<td>$1,444.00</td>
<td>$1,200.00</td>
<td>$1,120.00</td>
</tr>
<tr>
<td>100 Mbps</td>
<td>$1,499.00</td>
<td>$1,249.00</td>
<td>$1,166.00</td>
</tr>
</tbody>
</table>
b. Gigabit Ethernet (1000 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Mbps</td>
<td>$1,499.00</td>
<td>$1,249.00</td>
<td>$1,166.00</td>
</tr>
<tr>
<td>200 Mbps</td>
<td>$2,822.00</td>
<td>$2,351.00</td>
<td>$2,195.00</td>
</tr>
<tr>
<td>300 Mbps</td>
<td>$3,600.00</td>
<td>$3,000.00</td>
<td>$2,800.00</td>
</tr>
<tr>
<td>400 Mbps</td>
<td>$4,275.00</td>
<td>$3,563.00</td>
<td>$3,325.00</td>
</tr>
<tr>
<td>500 Mbps</td>
<td>$4,500.00</td>
<td>$3,750.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>600 Mbps</td>
<td>$4,658.00</td>
<td>$3,881.00</td>
<td>$3,623.00</td>
</tr>
<tr>
<td>700 Mbps</td>
<td>$4,748.00</td>
<td>$3,956.00</td>
<td>$3,693.00</td>
</tr>
<tr>
<td>800 Mbps</td>
<td>$4,860.00</td>
<td>$3,900.00</td>
<td>$3,780.00</td>
</tr>
<tr>
<td>900 Mbps</td>
<td>$4,990.00</td>
<td>$4,163.00</td>
<td>$3,885.00</td>
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<tr>
<td>1000 Mbps</td>
<td>$5,928.00</td>
<td>$4,200.00</td>
<td>$3,500.00</td>
</tr>
</tbody>
</table>
d. 10 Gigabit Ethernet (10,000 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 Mbps</td>
<td>$5,928.00</td>
<td>$4,200.00</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>2000 Mbps</td>
<td>$10,502.00</td>
<td>$7,513.00</td>
<td>$6,261.00</td>
</tr>
<tr>
<td>3000 Mbps</td>
<td>$14,850.00</td>
<td>$11,245.00</td>
<td>$9,371.00</td>
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<tr>
<td>4000 Mbps</td>
<td>$18,998.00</td>
<td>$13,988.00</td>
<td>$11,657.00</td>
</tr>
<tr>
<td>5000 Mbps</td>
<td>$22,754.00</td>
<td>$17,474.00</td>
<td>$14,562.00</td>
</tr>
<tr>
<td>6000 Mbps</td>
<td>$26,692.00</td>
<td>$20,959.00</td>
<td>$17,466.00</td>
</tr>
<tr>
<td>7000 Mbps</td>
<td>$30,538.00</td>
<td>$24,444.00</td>
<td>$20,370.00</td>
</tr>
<tr>
<td>8000 Mbps</td>
<td>$34,386.00</td>
<td>$27,929.00</td>
<td>$23,274.00</td>
</tr>
<tr>
<td>9000 Mbps</td>
<td>$37,782.00</td>
<td>$31,414.00</td>
<td>$26,178.00</td>
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<tr>
<td>10,000 Mbps</td>
<td>$41,180.00</td>
<td>$34,900.00</td>
<td>$29,083.00</td>
</tr>
</tbody>
</table>
Interconnect Overview

Supported connections:
1/10Gbe SFP/ SFP+
1000Base-LX, SX, T
10Gbase-LX, SX

Plateau 1/10Gbe Demarcation Device
Accedian MetroNode #LT-S

Cisco ASR9000
Santa Fe

505 Marquette Albuquerque, NM

Plateau MPLS and BGP Service Provider Network

Level 3
AS3336

Nx10Gbe

Nx10Gbe

Plateau 1/10Gbe Demarcation Device
Accedian MetroNode #LT-S

Cisco ASR9000
Albuquerque

501 West Overland, El Paso Texas

Plateau 1/10Gbe Demarcation Device
Accedian MetroNode #LT-S

Infinera DWDM DTN Platform

Cisco ASR9000
El Paso

Hurricane Electric
AS6939

Nx10Gbe

Nx10Gbe

Nx10Gbe

Nx10Gbe
**APPENDIX C-2**

Price Listing for Internet Service to 501 West Overland El Paso, TX 79901, RR 215.15, Customer Access at SE door, one large room (Must be on Level 3 access list to enter facility)

a. Fast Ethernet (100 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Mbps</td>
<td>$2,406.00</td>
<td>$2,305.00</td>
<td>$2,238.00</td>
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<tr>
<td>20 Mbps</td>
<td>$2,676.00</td>
<td>$2,530.00</td>
<td>$2,448.00</td>
</tr>
<tr>
<td>30 Mbps</td>
<td>$2,865.00</td>
<td>$2,688.00</td>
<td>$2,595.00</td>
</tr>
<tr>
<td>40 Mbps</td>
<td>$2,978.00</td>
<td>$2,781.00</td>
<td>$2,683.00</td>
</tr>
<tr>
<td>50 Mbps</td>
<td>$3,180.00</td>
<td>$2,950.00</td>
<td>$2,840.00</td>
</tr>
<tr>
<td>60 Mbps</td>
<td>$3,288.00</td>
<td>$3,040.00</td>
<td>$2,924.00</td>
</tr>
<tr>
<td>70 Mbps</td>
<td>$3,387.00</td>
<td>$3,123.00</td>
<td>$3,001.00</td>
</tr>
<tr>
<td>80 Mbps</td>
<td>$3,459.00</td>
<td>$3,183.00</td>
<td>$3,057.00</td>
</tr>
<tr>
<td>90 Mbps</td>
<td>$3,544.00</td>
<td>$3,250.00</td>
<td>$3,120.00</td>
</tr>
<tr>
<td>100 Mbps</td>
<td>$3,699.00</td>
<td>$3,290.00</td>
<td>$3,166.00</td>
</tr>
</tbody>
</table>
### Gigabit Ethernet (1000 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC ($)</th>
<th>3 Year MRC ($)</th>
<th>5 Year MRC ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 Mbps</td>
<td>$3,699.00</td>
<td>$3,299.00</td>
<td>$3,166.00</td>
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<tr>
<td>200 Mbps</td>
<td>$5,022.00</td>
<td>$4,501.00</td>
<td>$4,295.00</td>
</tr>
<tr>
<td>300 Mbps</td>
<td>$5,800.00</td>
<td>$5,150.00</td>
<td>$4,900.00</td>
</tr>
<tr>
<td>400 Mbps</td>
<td>$6,475.00</td>
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<td>$5,425.00</td>
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<tr>
<td>500 Mbps</td>
<td>$6,700.00</td>
<td>$5,900.00</td>
<td>$5,600.00</td>
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<tr>
<td>600 Mbps</td>
<td>$6,858.00</td>
<td>$6,031.00</td>
<td>$5,723.00</td>
</tr>
<tr>
<td>700 Mbps</td>
<td>$6,948.00</td>
<td>$6,106.00</td>
<td>$5,793.00</td>
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<td>800 Mbps</td>
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<td>$6,050.00</td>
<td>$5,880.00</td>
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<tr>
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<td>$5,985.00</td>
</tr>
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<td>1000 Mbps</td>
<td>$8,128.00</td>
<td>$6,350.00</td>
<td>$5,600.00</td>
</tr>
</tbody>
</table>
c. Gigabit Ethernet (10,000 Mbps)

<table>
<thead>
<tr>
<th>Level</th>
<th>1 Year MRC (S)</th>
<th>3 Year MRC (S)</th>
<th>5 Year MRC (S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 Mbps</td>
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<td>$5,600.00</td>
</tr>
<tr>
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<td>$11,513.00</td>
<td>$9,761.00</td>
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<tr>
<td>3000 Mbps</td>
<td>$20,850.00</td>
<td>$16,745.00</td>
<td>$13,371.00</td>
</tr>
<tr>
<td>4000 Mbps</td>
<td>$24,998.00</td>
<td>$19,488.00</td>
<td>$16,157.00</td>
</tr>
<tr>
<td>5000 Mbps</td>
<td>$31,254.00</td>
<td>$25,224.00</td>
<td>$21,562.00</td>
</tr>
<tr>
<td>6000 Mbps</td>
<td>$35,192.00</td>
<td>$29,459.00</td>
<td>$24,466.00</td>
</tr>
<tr>
<td>7000 Mbps</td>
<td>$39,038.00</td>
<td>$32,944.00</td>
<td>$27,370.00</td>
</tr>
<tr>
<td>8000 Mbps</td>
<td>$42,886.00</td>
<td>$36,429.00</td>
<td>$30,274.00</td>
</tr>
<tr>
<td>9000 Mbps</td>
<td>$46,282.00</td>
<td>$39,914.00</td>
<td>$33,178.00</td>
</tr>
<tr>
<td>10,000 Mbps</td>
<td>$49,680.00</td>
<td>$43,400.00</td>
<td>$36,083.00</td>
</tr>
</tbody>
</table>
APPENDIX C-3

Price Listing for Internet Service to  
New Mexico State University  
1275 Stewart St., NMSU ICT – Building, Room 131, (24x7 Escort access by  
ICT personnel,  
Las Cruces, NM 88003  

NOT APPLICABLE AT THIS TIME.
<table>
<thead>
<tr>
<th>#</th>
<th>Course Name</th>
<th>Type of Course (Webinar, Onsite, Other)</th>
<th>Brief Description</th>
<th>Prereq's, if any</th>
<th>Number of Days</th>
<th>Min and Max Class Size</th>
<th>Special Requests for Equipment, Connectivity, or Other</th>
<th>Cost per person including discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Introduction to Layer 2/3 ISP Services</td>
<td>Onsite at Plateau Headquarters</td>
<td>Plateau will provide a current overview of the L2/L3 ISP offerings we provide. A review of some of the general trends that Plateau is seeing in the Service Provider space.</td>
<td>N/A</td>
<td>1 day – 4 hour class</td>
<td>5-min 10-max</td>
<td>Laptop with internet access</td>
<td>No charge up to 10 seats; $500.00 after 10 seats</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7111 N. Prince St. Clovis, NM 88101</td>
<td>- An overview of Metro-Ethernet provisioning and terminology. - Learning the pros and cons of basic MEF topologies (E-LINE, E-LAN, E-TREE) - Looking at the Tier 1 Internet backbone and some of the dynamics in play there. - We will also look at L2/L3 tools that can be used when working day to day support of an Enterprise network operating over a L2 Service Provider Infrastructure.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Developing a Metro-Ethernet (MEF 2.0) Skillset</td>
<td>Onsite at Plateau Headquarters</td>
<td>In this four part course, we will dive into layer 2 MEF networks and demonstrate the advantages of MEF services designs. Comparison between Enterprise networking at L2 and ISP networking. Learning how to design better L2 networks over Service Provider infrastructures. Review and labbing of hardware to build a functioning L2 network, including traditional Cisco infrastructure as well as CEF 2.0 equipment. Implementing advanced L2 MEF performance</td>
<td>Working knowledge of IP Networking, Cisco CCENT level.</td>
<td>4 hour sessions over the course of 4 days</td>
<td>5-min 10-max</td>
<td>Laptop with internet access</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7111 N. Prince St. Clovis, NM 88101</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Other courses are available from Plateau through a training partner, Global Knowledge</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- This is a multi-part course which seeks to build an MEF skillset via several classes. Outside readings assignments and reinforcing the MEF concepts will help build a solid foundation to build upon.

Details can be found on the Global Knowledge website:

**Global Knowledge: Business and IT Training**

|  | Pricing will be provided by Plateau based on volume |
APPENDIX C-5

Price Listing for Internet Service Provider’s (ISP) Professional Services

a. "Level One" means a qualified team member that has greater than ten (10) years of relevant past experience.
b. "Level Two" means a qualified team member that has five (5) to ten (10) years of relevant past experience.
c. "Level Three" means a qualified team member that has less than five (5) years of relevant past experience.

<table>
<thead>
<tr>
<th>No.</th>
<th>*Professional Service Title</th>
<th>2) Professional Service Description</th>
<th>3) Onsite Maximum Hourly Rate ($)</th>
<th>4) Offsite Maximum Hourly Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Title:</td>
<td>Cabling Installation Service ONLY for Internet Related Services</td>
<td>$ 150.00</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>a Level One</td>
<td></td>
<td>$ 150.00</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>b Level Two</td>
<td></td>
<td>$ 135.00</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>c Level Three</td>
<td></td>
<td>$ 120.00</td>
<td>N/A</td>
</tr>
<tr>
<td>2</td>
<td>Title:</td>
<td>Network Troubleshooting / Repair ONLY for Internet Related Services</td>
<td>$ 150.00</td>
<td>$ 75.00</td>
</tr>
<tr>
<td></td>
<td>a Level One</td>
<td></td>
<td>$ 150.00</td>
<td>$ 75.00</td>
</tr>
<tr>
<td></td>
<td>b Level Two</td>
<td></td>
<td>$ 135.00</td>
<td>$ 75.00</td>
</tr>
<tr>
<td></td>
<td>c Level Three</td>
<td></td>
<td>$ 120.00</td>
<td>$ 75.00</td>
</tr>
<tr>
<td>3</td>
<td>Title:</td>
<td>Network Engineering / Design ONLY for Internet Related Services</td>
<td>$ 200.00</td>
<td>$ 125.00</td>
</tr>
<tr>
<td></td>
<td>a Level One</td>
<td></td>
<td>$ 200.00</td>
<td>$ 125.00</td>
</tr>
<tr>
<td></td>
<td>b Level Two</td>
<td></td>
<td>$ 185.00</td>
<td>$ 110.00</td>
</tr>
<tr>
<td></td>
<td>c Level Three</td>
<td></td>
<td>$ 170.00</td>
<td>$ 95.00</td>
</tr>
</tbody>
</table>
APPENDIX C-6

Other Alternative Price Listing for Internet Service Provider’s (ISP)

TLS with MPLS

<table>
<thead>
<tr>
<th>Level</th>
<th>5 Year MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Mbps</td>
<td>$340.25</td>
</tr>
<tr>
<td>10 Mbps</td>
<td>$435.50</td>
</tr>
<tr>
<td>20 Mbps</td>
<td>$641.98</td>
</tr>
<tr>
<td>30 Mbps</td>
<td>$808.04</td>
</tr>
<tr>
<td>40 Mbps</td>
<td>$917.82</td>
</tr>
<tr>
<td>50 Mbps</td>
<td>$1,040.32</td>
</tr>
<tr>
<td>100 Mbps</td>
<td>$1,072.00</td>
</tr>
</tbody>
</table>

The pricing in the TLS with MPLS pricing table is for markets where Plateau is the Competitive Local Exchange Carrier and where the TLS service is being provided out of a Plateau Central Office. These markets include Clovis, NM, Roswell, NM, Belen, NM, Mountainair, NM, Edgewood, NM, Estancia, NM, Mcrarty, NM, Las Vegas, NM, Tucumcari, NM, and Springer, NM. This pricing does not include construction costs, if required, which will have to be evaluated on a case by case basis.

IP’s

<table>
<thead>
<tr>
<th>Number of Addresses</th>
<th>Plateau MRC Pricing</th>
<th>Plateau Annual Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$4.95</td>
<td>$109.45</td>
</tr>
<tr>
<td>8</td>
<td>$24.95</td>
<td>$274.45</td>
</tr>
<tr>
<td>16</td>
<td>$34.95</td>
<td>$384.45</td>
</tr>
<tr>
<td>32</td>
<td>$59.95</td>
<td>$659.45</td>
</tr>
<tr>
<td>64</td>
<td>$119.95</td>
<td>$1,319.45</td>
</tr>
<tr>
<td>128</td>
<td>$149.95</td>
<td>$1,649.45</td>
</tr>
<tr>
<td>256</td>
<td>$249.95</td>
<td>$2,749.45</td>
</tr>
<tr>
<td>512</td>
<td>$349.95</td>
<td>$3,849.45</td>
</tr>
<tr>
<td>1024</td>
<td>$499.95</td>
<td>$5,499.45</td>
</tr>
</tbody>
</table>
## APPENDIX I

### Customer Reports Provided By the Contractor

**ISP Internet / Dedicated Internet (DIA) Services**

<table>
<thead>
<tr>
<th>No.</th>
<th>a. Customer Report Name</th>
<th>b. Customer Report Description</th>
<th>c. Identify methods reports are accessed by customer</th>
<th>d. Frequency (daily, weekly, biweekly, monthly, quarterly, other)</th>
<th>Online Access to Real-Time Data (Yes, No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Availability of Service</td>
<td>reports when internet services are unavailable (unable to send or receive traffic) for reasons other than excused/scheduled outage by date (mm/dd/yy), time (hrs:mins:secs) of downtime.</td>
<td>Customer can access this information via a Web Portal: <a href="https://plateulet.sla-portal.net/login.php">https://plateulet.sla-portal.net/login.php</a></td>
<td>Monthly, but this is customizable to support daily, weekly, or the desired interval.</td>
<td>No, near realtime reporting is used. Statistics are delayed by 15 minutes</td>
</tr>
<tr>
<td>2</td>
<td>Delay Service Levels</td>
<td>reports when internet services are delayed (in excess of service levels) for reasons other than excused/scheduled outage by date (mm/dd/yy), time (hrs:mins:secs:ms) of delayed service.</td>
<td>Delay Service Level – General Internet measurements available, they are not accessible via the online portal.</td>
<td>Upon Request</td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Packet Delivery and Loss of Service</td>
<td>Reports when the internet traffic is delayed for reasons other than excused/scheduled outage.</td>
<td>Packet Delivery and Loss of Service General Internet measurements available, they are not accessible via the online portal.</td>
<td>Upon Request</td>
<td>No</td>
</tr>
<tr>
<td>4</td>
<td>Bandwidth utilization</td>
<td>Reports the percentage of bandwidth used off the total bandwidth available.</td>
<td>Customer can access this information via a Web Portal: <a href="https://plateulet.sla-portal.net/login.php">https://plateulet.sla-portal.net/login.php</a></td>
<td>Monthly, but this is customizable to support daily, weekly, or the desired interval.</td>
<td>No, near realtime reporting is used. Statistics are delayed by 15 minutes</td>
</tr>
</tbody>
</table>
**Metro-Ethernet MEF/EVC Services:**

Layer 2 Metro-Ethernet MEF2.0 circuits – this service offering provides VLAN (EVC) based services between two endpoints. The VLAN service can either be a point to point (E-LINE) service between two locations, or a multipoint service (E-LAN) where multiple locations are connected via a single bridged LAN. MEF equipment is used as a demarc between Plateau and the State of NM. Any physical connection type (copper or fiber) or connection speed (100, 1GbE, 10GbE) is supported for these connections. These connections are private and emulate a leased line or private LAN service.

<table>
<thead>
<tr>
<th>No.</th>
<th>a. Customer Report Name</th>
<th>b. Customer Report Description</th>
<th>c. Identify methods reports are accessed by customer</th>
<th>d. Frequency (daily, weekly, biweekly, monthly, quarterly, other)</th>
<th>Online Access to Real-Time Data (Yes, No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Availability of Service</td>
<td>Reports when internet services are unavailable (unable to send or receive traffic) for reasons other than excused/scheduled outage by date (mm/dd/yy), time (hrs:mins:secs) of downtime.</td>
<td>Customer can access this information via a Web Portal: <a href="https://plateutel.sla-portal.net/login.php">https://plateutel.sla-portal.net/login.php</a></td>
<td>Monthly, but this is customizable to support daily, weekly, or the desired interval.</td>
<td>No, near real-time reporting is used. Statistics are delayed by 15 minutes.</td>
</tr>
<tr>
<td>2</td>
<td>Delay Service Levels</td>
<td>Reports when internet services are delayed (in excess of service levels) for reasons other than excused/scheduled outage by date (mm/dd/yy), time (hrs:mins:secs:ms) of delayed service.</td>
<td>Customer can access this information via a Web Portal: <a href="https://plateutel.sla-portal.net/login.php">https://plateutel.sla-portal.net/login.php</a></td>
<td>Monthly, but this is customizable to support daily, weekly, or the desired interval.</td>
<td>No, near real-time reporting is used. Statistics are delayed by 15 minutes.</td>
</tr>
<tr>
<td>3</td>
<td>Packet Delivery and Loss of Service</td>
<td>Reports when the internet traffic is delayed for reasons other than excused/scheduled outage.</td>
<td>Customer can access this information via a Web Portal: <a href="https://plateutel.sla-portal.net/login.php">https://plateutel.sla-portal.net/login.php</a></td>
<td>Monthly, but this is customizable to support daily, weekly, or the desired interval.</td>
<td>No, near real-time reporting is used. Statistics are delayed by 15 minutes.</td>
</tr>
<tr>
<td>4</td>
<td>Bandwidth utilization</td>
<td>Reports the percentage of bandwidth used off the total bandwidth available.</td>
<td>Customer can access this information via a Web Portal: <a href="https://plateutel.sla-portal.net/login.php">https://plateutel.sla-portal.net/login.php</a></td>
<td>Monthly, but this is customizable to support daily, weekly, or the desired interval.</td>
<td>No, near real-time reporting is used. Statistics are delayed by 15 minutes.</td>
</tr>
</tbody>
</table>
# APPENDIX J

Contractor's Lead Time for Provisioning and Upgrading Internet Services at Service Locations Listed

<table>
<thead>
<tr>
<th>No.</th>
<th>Service Location(s)</th>
<th>*Lead Time (in Calendar Days) for Provisioning Internet Services</th>
<th>*Lead Time (in Calendar Days) for Upgrades to Internet Services that require Hardware upgrades</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Access point located in the Compass Bank Building at 505 Marquette Ave. NW, UNM Gigapop Suite 120A, Albuquerque, NM 87102.</td>
<td>5 days</td>
<td>30-45 days</td>
</tr>
<tr>
<td>B</td>
<td>Access point located in the John F. Simms Building at 715 Alta Vista, Simms Building Basement Comm. Room, Santa Fe, NM 87502.</td>
<td>5 days</td>
<td>30-45 days</td>
</tr>
<tr>
<td>C</td>
<td>Access point located at 501 West Overland, RR 215.15, Customer Access at SE door, one large room (Must be on Level 3 access list to enter facility), El Paso, TX 79901.</td>
<td>5 days</td>
<td>30-45 days</td>
</tr>
<tr>
<td>D</td>
<td>Access point located at New Mexico State University, 275 Stewart St., NMSU ICT – Building, room 131, (24x7 Escort access by ICT personnel, Las Cruces, NM 88003.</td>
<td>May be an option Plateau can provide in the future</td>
<td>May be an option Plateau can provide in the future</td>
</tr>
</tbody>
</table>

*Lead Time is the date customer requests service formally in writing with signature approval through the date customer receives service(s) successfully
APPENDIX N – Contractor’s Proposed Service Credits for IP Services

The Department of Information Technology and/or procuring entity will be entitled to receive a service credit off the actual usage charges for the particular month affected, to be applied within ninety calendar days starting the day after the affected month.

a. Availability Service Level: The Department of Information Technology requires Available Service Level for high speed IP service at 100%. The Department of Information Technology requires a service level credit off the actual usage charges for that specific month when the availability of high speed IP service is unavailable (unable to send or receive traffic), excluding scheduled and/or excused outage(s). The credits are based on the cumulative unavailability in a given calendar month as outlined in the following table:

<table>
<thead>
<tr>
<th>Service Level Description: Cumulative Unavailability (hrs:mins:secs)</th>
<th>Service Level Credit Based on Service Level as a (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>00:00:01 – 00:10:00</td>
<td>No Credit</td>
</tr>
<tr>
<td>00:10:01 – 00:45:00</td>
<td>5%</td>
</tr>
<tr>
<td>00:45:00 – 04:00:00</td>
<td>10%</td>
</tr>
<tr>
<td>04:00:01 – 08:00:00</td>
<td>20%</td>
</tr>
<tr>
<td>08:00:01 – 12:00:00</td>
<td>30%</td>
</tr>
<tr>
<td>12:00:01 – 16:00:00</td>
<td>40%</td>
</tr>
<tr>
<td>16:00:01 – 24:00:00</td>
<td>50%</td>
</tr>
<tr>
<td>24:00:01 or greater</td>
<td>100%</td>
</tr>
</tbody>
</table>

b. Delay Service Level: The Delay Service Level for high speed IP Service, See Table 1 below. The Department of Information Technology requires a service credit off the actual usage charges if there is a delay in excess of Table 1 below over a twenty-four (24) hour period in any calendar month for traffic on the Contractor’s network between Gateways, excluding scheduled and/or excused outage(s). The service credits are outlined in Table 2 below:

<table>
<thead>
<tr>
<th>Route</th>
<th>Delay Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within the Unitec States</td>
<td>25 ms</td>
</tr>
</tbody>
</table>

Plateau complies with this requirement.

Table 2:

<table>
<thead>
<tr>
<th>Amount of Delay in Excess of Service Level</th>
<th>Service Level Credit (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.1 – 5 ms</td>
<td>5%**</td>
</tr>
<tr>
<td>5.1 – 10 ms</td>
<td>10%**</td>
</tr>
<tr>
<td>10.1 – 15 ms</td>
<td>20%**</td>
</tr>
<tr>
<td>15.1 – 20 ms</td>
<td>30%**</td>
</tr>
<tr>
<td>Time Range</td>
<td>Credit (%)</td>
</tr>
<tr>
<td>----------------------</td>
<td>------------</td>
</tr>
<tr>
<td>20.1 - 25 ms</td>
<td>40%**</td>
</tr>
<tr>
<td>25.1 ms or greater</td>
<td>50%**</td>
</tr>
</tbody>
</table>

*Plateau acknowledges that the delay service level for Layer 3 Internet Services is required to be under 25ms on our Network between gateways. As previously identified, Plateau has two primary egress points from our Network for Internet traffic. Depending on the geographic location in New Mexico where Plateau and the State of NM (DoIT) are interconnecting, as well as the selected egress path, latency times ranging from ~3-15ms round trip are expected for IP transit traffic. In reference to pure Public Internet traffic, Plateau does not have direct control over the delay service level under normal operating conditions. When a northbound Tier 1 Internet backbone issue occurs, Plateau may be able in some circumstances to route around the public Internet condition. The other area of Plateau’s proposed service offering is MEF 2.0 Metro-Ethernet circuits which includes: E-LINE, E-LAN, E-TREE and E-Access circuits. In this case, Plateau is directly in control of the end to end Ethernet circuit. With the given average delay budget of ~1ms per 100 mile distance, Plateau will be compliant with the 25ms delay service level requirement, and significantly less in most cases.

**The credit provided for each Service in any one (1) month shall not exceed 50% of the monthly recurring charges for said Service.

Packet Delivery Service Level

The Department of Information Technology requires Packet Delivery Service Level for high speed IP service at 99.95% for On-Net traffic between Gateways. The Department of Information Technology requires a service credit off of the actual usage charges if there is a delay in excess of Table 1 below over a twenty-four (24) hour period in any given calendar month, in the event the Offeror does not meet the Packet Delivery Service Level outlines in Table 1 below. This excludes scheduled and/or excused outage(s).

Table 1:

<table>
<thead>
<tr>
<th>Packet Delivery</th>
<th>Service Level Credit (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>99.5% - 99.949%</td>
<td>5%*</td>
</tr>
<tr>
<td>99% - 99.49%</td>
<td>10%*</td>
</tr>
<tr>
<td>98% - 98.99%</td>
<td>20%*</td>
</tr>
<tr>
<td>97% - 97.99%</td>
<td>30%*</td>
</tr>
<tr>
<td>96% - 96.99%</td>
<td>40%*</td>
</tr>
<tr>
<td>95.99% or less</td>
<td>50%*</td>
</tr>
</tbody>
</table>

* The credit provided for each Service in any one (1) month shall not exceed 50% of the monthly recurring charges for said Service.
EXHIBIT B – Standard Level Agreement (SLA) for ISP Services

Plateau Telecommunications Incorporated
Service Level Agreement

1.1 Components. This SLA applies only to the Service (and the underlying network components of the Plateau Network used solely for the purpose of providing the Service) and does not modify or affect any telecommunications or information services purchased by Customer pursuant to other service exhibits or agreements. Plateau will provide and is responsible only for transport from LOCATION to LOCATION of a CIRCUIT TYPE pursuant to the locations awarded in Article 2 of the Department of Information Technology Price Agreement No. 50-361-15-01844PL. The Plateau Network includes routers, optical equipment, switches, fiber and any other facilities that are owned by Plateau or other providers specifically designated by Plateau.

2.1 Availability Service Level. The Availability Service Level for Plateau is 100% for Standard Plateau Service. Standard Plateau Service is considered unavailable if the Primary Port is unable to send or receive traffic. If credits are due under this Availability Service Level for a particular unavailability event, Service credits will not be payable for the same unavailability event. In the event that Plateau Service becomes unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit which will be determined by the length the service was out. Service credits, in each case, are based on the Department of Information Technology Price Agreement No. 50-361-15-01844PL to include Appendix N.

3.1 Service Credit. In the event that Plateau Service becomes unavailable for reasons other than an Excused Outage, a credit shall be applied when Service is interrupted and is unusable by Customer for any period lasting more than 10:01 minutes, beginning when the Customer notifies Plateau’s Network Operations Center. The credit will be determined based on (a) the MRC for the circuit in question and (b) the cumulative outage timeframe pursuant the Department of Information Technology Price Agreement No. 50-361-15-01844PL to include Appendix N.

No credit will be applied if the interruption is caused by (a) the negligence of Customer and demonstrated in writing by the Contractor to the Customer; (b) the failure of facilities or equipment provided by Customer or other third party and demonstrated in writing by the Contractor to the Customer; (c) Plateau’s inability to gain access to Customer’s equipment and facilities and demonstrated in writing by the Contractor to the Customer; (d) Force Majeure Events, as defined in the Department of Information Technology Price Agreement No. 50-361-15-01844PL to include Article 33, or (e) Plateau’s normal testing or maintenance and demonstrated in writing by the Contractor to the Customer. No such interruption or failure shall constitute a breach of this, or any other Plateau Agreement.

4.1 Excused Outage. Excused outages, by way of example, Network Normal Maintenance, Urgent Maintenance, Forced Majeure events as defined herein.

4.2 Network Normal Maintenance. “Normal Maintenance” means scheduled maintenance, including but not limited to repairs, replacements, monitoring and including upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. "Local Time" means the local time in the time zone in which an Affected Service is located. Plateau may change the maintenance window times upon posting to its website or other notice to Customer. Plateau will endeavor to undertake Normal Maintenance during the hours and upon the prior notice time period stated below:

<table>
<thead>
<tr>
<th>Normal Maintenance Hours</th>
<th>Prior Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4.3 Network Urgent Maintenance. “Urgent Maintenance” means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible Network Downtime. Plateau may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer all unscheduled outages and/or emergency maintenance will be reported within two (2) hours upon discovery with an estimated restore time to include hourly updates until outage is repaired pursuant to the Department of Information Technology Price Agreement No. 50-361-15-01844PL.

5.1 Remedies. To be eligible for credits under this SLA, Customer must: (a) enter a trouble ticket at the time the Affected Service failed to meet one or more Goals by contacting Plateau 1-800-432-2369 (or by such other means as agreed to by both the Customer and Plateau); (b) be current in its payment obligations for ISP services contracted pursuant to the Department of Information Technology Price Agreement NO. 50-361-15-01844PL; and (c) request credits hereunder and submit all necessary “supporting documentation” within 5 business days of the conclusion of the calendar month in which the requisite Goal failure occurred. The “supporting documentation” may depend on the custom reports generated by Plateau pursuant to Appendix I of the Department of Information Technology Price Agreement No. 50-361-15-01844PL. If Customer fails to comply with the conditions set forth in this Section 5.1, Customer shall have waived its right to any credits for that month.

Customer must submit a written request for Credits within 5 business days of the end of the calendar month in which the Goal failure occurs, to Plateau via email to NOC@plateauel.com. If Customer is unable to submit the dispute via email, Customer shall fax to 575-389-5450. The written request notice must include: (a) Customer’s name; (b) the circuit identification number for the Affected Service; and (c) the duration of the Goal failure. The maximum credits issued in any one (1) calendar month will not exceed 100% of one months’ worth of recurring charges.

In no event will the total credit, in the aggregate for all credits issued in one (1) month, exceed the equivalent of 100% of the relevant monthly recurring charges for the Affected Service. If Customer fails to notify Plateau in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to any SLA credits for that month.

5.2 Credit Exceptions. Credits will not be issued where the Service Level Agreement (SLA) is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Plateau. Plateau will provide and is responsible only for transport from Albuquerque, New Mexico to Clovis, New Mexico of a ten (10) gigabit per second wavelength; (c) Force Majeure Events, as defined in the Department of Information Technology Price Agreement No. 50-361-15-01844PL to include Article 33; (d) Normal Maintenance, Urgent Maintenance, or Service alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Plateau with accurate, current contact information; (f) Plateau’s lack of access to the Customer premises when reasonably required to restore the Service demonstrated in writing to the Customer by Plateau; (g) Customer’s failure to release the Service for testing or repair and continuing to use the Service on an impaired basis demonstrated in writing to the Customer by Plateau; (h) Plateau’s termination of Service for Cause or Customer’s use of Service in an unauthorized or unlawful manner demonstrated in writing to the Customer by Plateau; (i) no such interruption or failures should constitute a breach of this or any other Plateau agreement pursuant to the Department of Information Technology Price Agreement NO. 50-361-15-01844PL.

6.1 Force Majeure. Reference the Department of Information Technology Price Agreement No. 50-361-15-01844PL including Article 33.
7.1 Notices. Reference the Department of Information Technology Price Agreement No. 50-361-15-01844PL including Article 33.

Signed:

Plateau Telecommunications Incorporated

By: [Signature]

Name: [Name]

Title: [Title]

Date: 10/6/15

CUSTOMER

By: [Signature]

Name: [Name]

Title: [Title]

Date: [Date]