

Network Access Service Agreement

This Network Access Service Agreement ("Agreement") is made by and between the State of Connecticut ("State"), acting herein by the Department of Administrative Services ("DAS") and its Commission for Educational Technology (the "Commission"), pursuant to Conn. Gen. Stat. Section 4d-80(c)(9), as amended, 55 Farmington Avenue, Hartford, CT 06105, and ^{Town of Canton} Collinsville, having offices located 4 Market Street Collinsville (the "Participant").

COST RECOVERY AND FUNDING SUPPORT

1. The Participant shall be entitled to use up to the annual committed bandwidth amount set forth in Appendix B, attached hereto and made a part hereof, for combined network access. The Participant shall pay for the total bandwidth at the monthly price set forth in Appendix B. The monthly price will be fixed for the period of July 1st to June 30th (referred to as the "fiscal year").

2. DAS, through the Network, may monitor the Participant's utilization of Network bandwidth. DAS, through the Network, shall have the right to limit Participant's utilization of the Network bandwidth if the Participant's usage exceeds the committed bandwidth on a monthly basis. Continued bandwidth usage above the Participant's committed amount for 60 days within a 90-day period will, at the Commission discretion, result in a charge for the increased amount and/or an update to Appendix B.

3. The Participant shall pay the monthly price for the bandwidth committed in Appendix B on a quarterly basis billed in arrears. Participant will be charged the monthly rate upon circuit activation and testing by DAS and will be pro-rated within the starting quarter. Payment shall be due within 45 days of the date of the invoice. Notwithstanding any provision in this Agreement, upon provisioning the circuit, DAS shall invoice Participant for the costs of provisioning the circuit. Such invoice shall be payable regardless whether the service has commenced or Participant is using the circuit.

4. The Participant may request an increase of its annual committed bandwidth at any time in writing to DAS, to the attention of CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or billing@cteducation.net. Increases to annual committed bandwidth allocation and cost adjustments will become effective and commence upon a written update to Appendix B setting forth the increase.

5. The annual committed bandwidth and monthly price for Participant network access may not be reduced during the then-current fiscal year. A fiscal year is July 1 through the following June 30. If a Participant wants to decrease its annual committed bandwidth for the following fiscal year, Participant must submit its written request to the CEN/Nutmeg Network Program Office, 55 Farmington Avenue, Hartford, CT 06105 or

billing@cteducation.net prior to June 1st of the then-current fiscal year. Approved decreases will take effect at the start of the following fiscal year. If the CEN/Nutmeg Network Program Office does not receive a Participant's requested decrease by June 1st, DAS reserves the right to maintain the Participant's committed bandwidth and costs at the same levels as the previous fiscal year.

6. This entire Agreement is subject to the Network's adherence to the guidelines for participation in the Internet2 program established by the University Corporation for Advanced Internet Development (UCAID). The DAS will continue to inform the Participants in this program of any changes in benefits or requirements of the Internet2 program.

7. DAS may add, delete or change the internet service providers.

8. DAS may by written notice to Participant change the addressee and/or address to which any notices or correspondence directed to DAS relating to this Agreement must be sent.

OPERATIONAL SUPPORT

1. DAS through the Network will support the equipment and connections to the Participant within the support and maintenance structure of the Network. Standard Network monitoring includes all components of the Network provided basic connectivity service and any equipment placed at the Participant's site by DAS.

2. In the event of a Network outage, the Participant should contact CEN & Nutmeg Network, Network Operations Center at 860-622-4560, Option 1, or send an e-mail to servicedesk@cteducation.net and inform the operator that the service that is out is a priority service. If a call back is not received from a technician within 90 minutes, the Participant may use the trouble reporting escalation contact information provided to them in Appendix A attached hereto. At any point, the Participant may ask for additional support, upon which the service desk or other staff will make a best effort to escalate support.

3. As part of the service fees contained in this Agreement referenced in Appendix B, the Participant will receive 7x24x365 support of the connection through the CEN & Nutmeg Network, Network Operations Center. The escalation procedure for off-hours emergency support issues that the CEN & Nutmeg Network, Network Operations Center is unable to resolve is set forth in Appendix A. Appendix A may be modified by DAS as DAS deems appropriate, subject to the reasonable consent of the Participant.

4. To address any network operational concerns in a timely manner, the

Participant shall designate an emergency contact person and procedure to ensure DAS 7x24x365 access to the Participant's network.

NETWORK SECURITY

1. Participant agrees to use the Network in a lawful and reasonable manner consistent with the purposes of this Agreement. Participant acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Network. Except as otherwise provided herein, the Participant shall assume all risk or liability for use of the Network and shall be fully responsible for any incidents resulting from information transmitted from or to the Participant's Network connection(s).

2. DAS has the right to disable the Participant's circuit on the Network if activity originating to or from the Participant's network threatens continued operation or the security of the Network or external connections to the Network. If feasible, DAS will notify the Participant prior to disabling the connection port and will work with the Participant to isolate and resolve the threatening activity.

3. The Participant shall designate in writing to DAS an emergency contact person and procedure to ensure DAS has 7x24x365 access to the Participant's network for Network security purposes.

ADDITIONAL TERMS AND CONDITIONS

1. This Agreement shall be in effect from the date the Commission signs below and continue uninterrupted, unless earlier terminated pursuant to this Agreement, for the term of one year (the "Initial Term"). At the expiration of the Initial Term, the Agreement will automatically renew for successive one year terms unless Participant provides written notice of termination to DAS 60 days prior to the expiration of the then current term or unless the Agreement is otherwise terminated by DAS pursuant to this Agreement.

2. Any changes to this Agreement shall be made in writing and signed by all parties. DAS may with at least thirty (30) days advance written notice terminate this Agreement at any time if (a) Participant fails to pay any sums due hereunder; (b) in the sole opinion of DAS, activity originating from the Participant's network threatens continued operation or the security of the Network or external connections to the Network or is illegal or otherwise impermissible under this Agreement; or (c) DAS deems termination to be in the best interests of the State. Notwithstanding the foregoing, if in the reasonable opinion of DAS, Participant is engaging in any activity that is illegal or endangers the Network, DAS may immediately, without advance notice, suspend Participant's access to the Network until such time Participant cures such defect. DAS may, in its sole discretion, provide Participant an opportunity to cure any defect prior to the termination

taking effect. In such instance, if Participant cures the defect, DAS shall confirm in writing that the notice of termination has been rescinded.

3. If this Agreement is terminated prior to the expiration of the Initial Term and DAS is not in default of the Agreement, Participant shall render payment for all goods and services delivered by Participant and for all actual or committed costs and reasonable obligations incurred by DAS under the Lease Agreement, including any de-installation costs, incurred after such early termination.

4. Participant's use of the services in this Agreement may be subject to the rights and restrictions in that certain Lease Agreement ("Lease Agreement") by and between the State of Connecticut and Fibertech Technologies Network, LLC, dated August 27, 2001, as amended or updated. Participant acknowledges receipt of the Lease Agreement and letters dated January 21, 2011, and July 27, 2015, updating the Product Schedule of the Lease Agreement. .

5. The Network access and services provided by DAS and the Commission under this Agreement are provided strictly on an "AS IS" and "AS AVAILABLE" basis without any express guarantee or assurance of quality, reliability or functionality. Participant accepts all risk, including all risk with respect to suitability, use and performance of the Network. DAS DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. DAS shall not for any purpose capture or store any data transmitted by Participant over the Network.

7. DAS shall not be liable for any damage that Participant may suffer arising out of use, or inability to use, the Network. DAS shall not be liable for unauthorized access to or alteration, theft or destruction of Participant's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Participant shall not be liable for indirect, consequential, incidental or special damages.

8. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. government. Participant agrees not to export or re-export any technology transmitted through the Network without first obtaining any required export license or governmental approval.

9. Neither party shall be responsible for delays or failures in its obligations herein due to any cause beyond its control. Such causes shall include, but not be limited to, strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war or the public enemy, acts of terrorism, unavailable raw materials, telecommunication or power failure, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

10. This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut without regard to its conflict of laws principles. This Agreement shall be deemed to have been made in Hartford, Connecticut.

11. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

12. This Agreement may not be assigned by either party without the express written consent of the other party.

13. Participant agrees to be bound by all the applicable statutes pertaining to the Department of Administrative Services - Bureau of Enterprise Systems and Technology, including but not limited to C.G.S. Sections 4d-1 et. seq.

14. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 19 of Governor M. Jodi Rell, promulgated June 19, 2008 concerning use of System Development Methodologies in accordance with their respective terms and conditions and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions. If Executive Orders 14, 19 or 49 are applicable, they are deemed to be incorporated into

and are made a part of the Agreement as if they had been fully set forth in it.

15. The Parties agree that pursuant to C.G.S. Sec. 4d-40 the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to state agency records that is not less than the access that said committee and such offices have on July 1, 1997.

16. Pursuant to the requirements of C.G.S. sec 1-101qq, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of this Agreement as if the summary had been fully set forth in this Agreement.

17. The parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

18. This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

SIGNATURE PAGE OF AGREEMENT

PARTICIPANT

DocuSigned by:
Robert Skinner
By: 53690D86A8B8410...
Name: Robert Skinner
Title: Chief Administrative Officer
Date: 3/8/2017

STATE OF CONNECTICUT

DocuSigned by:
Mark Raymond
By: FF46FA618CB247E...
Mark Raymond
ITS Chief Information Officer
ITS Chair of Commission for Educational Technology
Date: 3/8/2017

Appendix A

CEN & Nutmeg Network

Network Operations Center Escalation

24x7x365 Network Operations Center 860.622.4560, Option 1 or e-mail
servicedesk@cteducation.net

If emergency escalation beyond the CEN Network Operations Center is required, please use the following:

1st Escalation

GlobalNOC
On-Duty Supervisor
317.278.6625

2nd Escalation

Doug Casey
Executive Director
Connecticut Commission for Educational Technology (CET)
860.622.2224 Office
860.539.3013 Mobile
doug.casey@ct.gov

3rd Escalation

Gerard (Jerry) Johnson
Director of Enterprise Networks
State of Connecticut
860.622.2355 Office
860.897.0380 Mobile
Gerard.Johnson@ct.gov

CEN Home Page: <http://cen.ct.gov/>

CEN NOC Home Page: <http://cennoc.grnoc.iu.edu/>

Please submit problems, requests, and questions at:

<https://globalnoc.iu.edu/cennoc/support/report-a-problem.html>

CEN NOC Operations Calendars (RSS and ICAL):

<http://cennoc.grnoc.iu.edu/cennoc/support/operations-calendar.html>

Appendix B

Pricing Schedule Effective Date of Latest Rate Change 7-1-16

PRICE SCHEUDLE:	
CIRCUIT SPEED:	COST PER MONTH:
10 Mbps	\$150
100 Mbps	\$450
200 Mbps	\$750
300 Mbps	\$750
400 Mbps	\$750
500 Mbps	\$750
1 Gbps	\$1,200
2 Gbps	\$1,900
10 Gbps	\$3,000
100 Gbps	\$10,000

You will be minimally provisioned a /29 of IPv4 Addressing and a /48 of IPv6 Addressing for IP connectivity.

Additional IPv4 /24 network blocks are available for rent at \$100 monthly.

This Agreement includes the following locations:

1. Town of Canton, 4 Market Street, Collinsville, CT 06019
2. Town of Canton Volunteer Fire Station, 14 Canton Springs Road, Collinsville, CT 06022

Committing to Circuit Speed: 10 Mbps/month

Transport (includes Fiber build and maintenance): \$ 0 /month/ 0 months

Total Cost per Month: \$ 150.00

Quarterly Billing Amount: \$ 450.00

PARTICIPANT	STATE OF CONNECTICUT
Signed by:	Signed by:
By: <i>Robert Skinner</i> <small>53690DB6ABBB419</small>	By: <i>Mark Raymond</i> <small>EE45EA618CB247E</small>
Name: Robert Skinner	Name: Mark Raymond
Title: Chief Administrative Officer	Title: ITS Chief Information Officer
Date: 3/8/2017	Date: 3/8/2017