

150 East Gay Street  
Room: 4A  
Columbus, OH 43215-3111

nc

Ameritech.

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SONET  
Network

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April 17, 2002

Ms. Daisy Crockron, Chief  
Docketing Division  
The Public Utilities Commission of Ohio  
180 E. Broad St.  
10<sup>th</sup> Floor  
Columbus, OH 43215

Re: Addendum to Ameritech Ohio SONET Ring Service Agreement

Case No. 02-918-TP-AEC

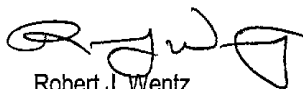
Dear Ms. Crockron:

Attached for filing is a redacted version of a contract for Ameritech SONET service.

The supporting cost information is being provided to the Staff on a proprietary basis.

Please contact me at 614-223-7950 if you should have any questions.

Sincerely,



Robert J. Wentz  
Manager - Dockets & Issues

Attachment

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business  
Technician UDH Date Processed 4-17-02

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AGREEMENT FOR  
NETWORK SERVICES

BETWEEN

[REDACTED]

AND

SBC GLOBAL SERVICES, INC.

[REDACTED]  
03/22/2002 kaj

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AGREEMENT FOR  
NETWORK SERVICES  
BETWEEN

[REDACTED]  
AND  
SBC GLOBAL SERVICES, INC.

This Agreement for Service ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002 by and between SBC Global Services, Inc., a Delaware corporation, with offices at 225 West Randolph Street, Chicago, Illinois 60606, on behalf of The Ohio Bell Telephone Company, an Ohio corporation, with offices at 150 E. Gay Street, Columbus, Ohio 43215 ("SBC") and [REDACTED] its subsidiaries and affiliates including, but not limited to, [REDACTED] with offices at [REDACTED] ("Customer").

WHEREAS, Customer desires SBC to provide the services described in Exhibit A (the "Service(s)"), attached hereto and incorporated herein; and

WHEREAS, SBC desires to provide and the Customer desires to pay for the Service.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the parties agree as follows:

**1. DESCRIPTION AND LOCATION OF SERVICE**

SBC will provide and Customer will pay for the Services at the locations described in and as configured in Exhibit A (attached hereto and incorporated herein).

**2. TERM**

The term of this Agreement will begin upon execution of the Agreement and will terminate thirty-six (36) months after the Service is operational.

**3. NOTICE**

Any required written notice shall be sent as follows:

To SBC:  
SBC Global Markets  
240 North Meridian Street, Rm. 1111  
Indianapolis, Indiana 46204  
Attn: Account Manager

To Customer:

[REDACTED]  
[REDACTED]  
[REDACTED]

#### **4. RATES**

The Customer will pay the rates and charges for the Service as set forth in Exhibit B of the Agreement. All undisputed rates and charges will be due after the Service is operational and will be paid by Customer within thirty (30) days of SBC invoice date.

#### **5. TERMINATION**

This Agreement may be terminated by Customer, at anytime, by giving SBC at least thirty (30) days prior written notice. If Customer terminates the Agreement for reasons other than cause, as provided herein, prior to the Service becoming operational, or defers its order for Service, Customer hereby agrees to pay SBC for its engineering, labor, material and equipment costs incurred by SBC after the signing of this Agreement and up to its receipt of prior written notice of termination.

If Customer terminates this Agreement, in whole or in part, for reasons other than cause after the Service has become operational but prior to the expiration of the term of this Agreement, Customer hereby agrees to pay to SBC fifty percent (50%) of the monthly rate of the terminated portion of this Agreement multiplied by the number of months remaining in the Term of the Agreement plus if terminated in the first twenty-four (24) months Customer agrees to reimburse SBC for any waived nonrecurring charges, as set forth in Exhibit B of this Agreement.

#### **6. CUTOVER OF SERVICE**

Cutover of Service shall occur when the Service designated in this Agreement is provided to Customer consistent with the specifications, including but not limited to, specified throughput and availability. At that time, Customer will commence paying the rates and charges specified in Section 4, above.

#### **7. MAINTENANCE**

Maintenance is to be performed by SBC in accordance with SBC's Tariff.

#### **8. FUTURE GROWTH**

SBC's obligations are expressly limited to providing the Service as described herein. Any additional services, facilities or locations desired by Customer will be provided only upon agreement of SBC and under terms, conditions and charges covered by a separate agreement mutually agreed to by the parties.

## REGULATORY APPROVAL

Approval of this Agreement by any applicable regulatory agency (e.g., Public Utilities Commission of Ohio ("PUCO")), if any approval is determined by SBC to be necessary, will be obtained by SBC. If approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any nonrecurring charge paid.

Approval of this Agreement by the PUCO does not constitute a determination that the terms and provisions for termination, or any resulting termination liability, of the Agreement should be upheld in a court of law. PUCO approval of the termination liability language is not intended to indicate that the PUCO has approved any terms or provisions contained therein. Signatories of this Agreement are free to pursue whatever legal remedies they may have, should a dispute of this nature arise.

## 10. WARRANTIES

SBC makes no representations or warranties, express or implied, concerning the quality of any service, including transmission, the provision of which requires the use of equipment or facilities privately owned or leased by Customer and over which Customer retains control.

## 11. INDEMNIFICATION

Customer shall indemnify and hold harmless SBC, its agents, servants and employees against all loss, damage and expense (including costs and reasonable attorney's fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by the Customer or its employees, agents or subcontractors, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of the Customer or its employees, agents or subcontractors or any employee of any of them.

- B. SBC shall indemnify and hold harmless Customer or its employees, agents or subcontractors against all loss, damage and expense (including costs and reasonable attorney's fees) which it may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work or the provision of work under this Agreement by SBC, its agents, servants, subcontractors, and employees, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of SBC, its agents, servants, subcontractors, and employees or any employee of any of them.

Upon notification in writing of any written claims against Customer based on an allegation that Customer's possession or normal use of the Services infringes or

misappropriates any patent, copyright, trademark, trade secret or other intellectual or proprietary right ("Intellectual Property") of any third party, SBC shall protect, defend, indemnify and hold Customer harmless and settle or defend any such claims and shall pay all costs, fees (including attorneys', fees and expenses and court costs) and damages incurred by Customer. Should the Services become, or in SBC's opinion, be likely to become, the subject of a claim of such infringement, or be held to constitute an infringement or misappropriation, SBC may at its expense and option either: (a) procure for Customer the right to continue to use the Services as contemplated hereunder, or (b) replace or modify the Services and/or modify its use to make its use noninfringing while remaining either acceptable to Customer or functionally equivalent to the original Services. Notwithstanding the foregoing, SBC shall have no obligation to indemnify or defend Customer for, or to pay any costs, damages or attorneys' fees related to, any claim to the extent based upon (i) Services developed based on written specifications of Customer; or (ii) use of the Services in a configuration other than implemented or approved in writing by SBC, including, but not limited to, any modification of the Services by Customer; or (iii) the combination, operation, or use of the Services with equipment or software not supplied by SBC under this Agreement.

- D. Customer is obligated to provide written notification of such claims within a reasonable time after receipt of notice. For all claims arising under this Section 11: INDEMNIFICATION, SBC shall control and direct the investigation, preparation, defense and settlement of such claim, and Customer shall reasonably cooperate in the defense and settlement of any such claim. However, SBC shall inform and consult with Customer as to the defense and Customer shall be permitted to participate in the negotiations at Customer's sole expense. Any settlement affecting the rights and obligations of Customer must be approved by Customer, which approval shall not be unreasonably withheld. No settlement shall include an admission of guilt or fault by Customer without Customer's prior written approval. SBC shall not agree to any press release identifying Customer without Customer's written approval. Customer shall have the right, at its option, to participate at its own expense in the defense of any such claim or action without releasing SBC from any indemnifying obligation hereunder.
- E. The parties' obligation to indemnify shall survive the expiration or termination of this Agreement.

## 12. LIMITATION OF LIABILITY

EXCEPT WITH RESPECT TO THIRD PARTY CLAIMS ARISING UNDER SECTIONS 11.A OR 11.B, AND ANY CLAIMS ARISING OUT OF SECTION 19, NO LIABILITY SHALL ATTACH TO ANY PARTY FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICE, CAPABILITY OR FEATURE

HEREUNDER REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

### 13. SERVICE INTERRUPTIONS OR FAILURES

In the event of a Service interruption, a credit allowance, equal to one month's bill for the individual port-to-port connection involved, will be provided to Customer. For purposes of such credit allowance, the Service interruption shall commence when Customer reports to SBC that such Service is inoperative and shall conclude when the Service is restored and made available to Customer. Unless said Service interruption lasts longer than one (1) month, in no event shall the total credit allowance per rate element of the interrupted Service exceed one hundred percent (100%) of the monthly charge for that particular rate element. If said Service interruption lasts longer than one (1) month, then the total credit allowance shall not exceed one hundred (100%) of the monthly charge for that particular rate element multiplied by the number of consecutive months of the interruption.

- B. To the extent that any interruption to or failure of service, of whatever description, results from or arises out of Customer's privately owned or leased equipment or facilities, Customer shall be liable to SBC, and shall further indemnify and hold SBC harmless from and against claims of other third parties, for any loss, cost or expense incurred by SBC to repair, restore or correct any such interruption to or failure of service.
- C. If, under normal and proper use, the Service provided pursuant to this Agreement fails to perform as specified, and Customer notifies SBC within the Term of this Agreement, SBC will correct such defect, malfunction, service degradation or failures without charge to Customer, in accordance with the terms of this Agreement. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day.

### 14. DISPUTES

If a dispute arises concerning any provision of this Agreement, except disputes concerning cancellation or termination which has already occurred, written notice of the dispute will be given by the disputing party to the other party. On receipt of notice by the other party, and thereafter for a period of sixty (60) days, unless an applicable statute of limitations would expire, neither party will file or initiate any complaint or other action or make any termination, until the parties have first attempted to resolve the dispute. SBC will not unilaterally suspend service during this sixty (60) day period. Notwithstanding a dispute, SBC and Customer will continue to perform under the Agreement, except for performance of obligations which concern the issue in dispute.



Except as otherwise provided in this Agreement, the failure of a party to observe strictly each of the terms and obligations enumerated herein constitutes a material breach of the Agreement. Upon written notice of the breach and failure of the defaulting party to cure the breach within thirty (30) days after receipt of the written notice, or if said breach cannot be cured in thirty (30) days and the defaulting party does not begin to cure the breach within this thirty (30) day period and diligently prosecute the cure to completion, then the nondefaulting party may terminate this Agreement and pursue any remedies available at law or in equity.

#### **15. ASSIGNMENT**

Except as may be ordered pursuant to State or Federal authority, this Agreement may not be assigned by either party without the express written consent of the other which shall not be unreasonably withheld and the approval of the PUCO or the Federal Communications Commission ("FCC"), if required. However, such consent shall not be required in the event of an assignment by either party to its parent, subsidiaries or affiliates. In the event of an assignment, and the assumption of liability by assignee, the assignor shall be discharged from any further liability. Except as provided herein, the Agreement inures to the benefit of, is binding upon, and enforceable against, the successors and assigns of the parties. This Service is specifically provided for sole use of Customer and may not be subleased by Customer to any party without the express written consent of SBC.

#### **16. PROPERTY DAMAGE**

In case of damage, loss or destruction of any of SBC's property to the extent due to the negligence or willful act of Customer or other persons authorized by Customer to use the service, except where SBC requests that Customer grant such authorization, and not due to ordinary wear and tear or causes beyond the control of the Customer, the Customer shall be required to pay the expense incurred by SBC in connection with the replacement of the property damaged, lost or destroyed or the expense incurred in restoring it to its original condition.

#### **17. RENEWAL**

SBC will notify Customer at least sixty (60) days prior to the expiration of the Agreement that Customer may enter into a new agreement.

#### **18. ADVERTISING RESTRAINTS**

Both Customer and SBC agree, that without the written consent of an authorized representative of the other, neither will use the name, service marks, or trademarks of the

other or of any of their affiliated companies, in any advertising, publicity release or sales presentation.

## 19. CONFIDENTIALITY

Except as excluded in section 19(B): Exceptions, for purposes of this Agreement, "Confidential Information" means all information received by one party, its affiliates and agents from the other party, its affiliates or agents during the term of this Agreement, related to this Agreement or obtained during the performance of this Agreement.

"Confidential Information" includes all information about either party's assets, business, plans (both current and proposed), customers, data, finances, hardware, manuals, methods of operations, products (both existing and future), records, research, software (including source code), strategies, systems, technology, and trade secrets, software program (source code), software disks and associated documentation, if such documents are marked with a proprietary notice or labeled "Confidential" or if the Receiving Party (as defined below) is informed in writing or orally upon receipt or within thirty (30) days thereafter that the Disclosing Party (as defined below) considers such information confidential. SBC is put on notice pursuant to this Agreement that Customer considers its proprietary network information Confidential Information. Confidential Information also includes the same information listed herein that relates to the Disclosing Party's parents, subsidiaries and affiliates. No photographs, video or other recordings of Customer's or any of its affiliate's property shall be taken without Customer's or its affiliate's prior written approval.

A. Use of Confidential Information. The Receiving Party shall treat the Disclosing Party's Confidential Information as confidential and shall prevent disclosure of the Disclosing Party's Confidential Information to anyone, except on a confidential basis to its employees and contract employees, agents, consultants, subcontractors or to Customer's parents, subsidiaries or affiliates, and their employees and contract employees, who have a need to know in connection with this Agreement and who are bound to preserve the confidentiality thereof. These efforts to maintain confidentiality shall be reasonable, and shall include taking at least such steps to protect the Confidential Information as the receiving party takes to protect its own similar valuable confidential and proprietary information. The receiving party and its personnel shall use such Confidential Information only for the purpose for which it was disclosed and shall not otherwise use or exploit such Confidential Information for its own benefit or the benefit of another without the written consent of the disclosing party. All written, including electronic versions, of the Confidential Information, and any copies thereof, shall remain the property of the disclosing party and shall be returned to the disclosing party or deleted in accordance with written request of the disclosing party. However, electronic versions of the Confidential Information that have been automatically backed up with other data of the receiving party shall be kept confidential and deleted in the normal schedule of backups and deletions. Neither party's Confidential Information provided under this Agreement shall be used by the Receiving Party after termination of this Agreement.

- B. Exceptions. (i) The foregoing covenants of confidentiality shall not apply to any Confidential Information which: (1) is approved for disclosure by the party disclosing the Confidential Information ("Disclosing Party"); (2) is or becomes known publicly through no fault of the receiving the Confidential Information ("Receiving Party"); (3) is lawfully obtained from a third party or parties free of any known restrictions on disclosure; (4) is already known to the Receiving Party; (5) is developed by or for the Receiving Party independent of trade secrets of the Disclosing Party; (6) is released without restriction by the Disclosing Party; or (7) is necessarily disclosed in an arbitration, mediation or court proceeding in order to enforce or defend a party's rights after taking reasonable steps to maintain confidentiality in such proceedings. (ii) The Receiving Party may disclose Confidential Information it is obligated to produce by law or under order of a court of competent jurisdiction or other similar requirement of a governmental agency or a subpoena for the limited purpose required by the court or government agency or subpoena and only as required by that court or government agency or subpoena, so long as the Receiving Party provides the Disclosing Party with written notice of any required disclosure reasonably in advance of any such disclosure and complies with any applicable protective order or equivalent designed to protect the confidentiality of the Confidential Information.
- C. Right to Disclose. The Disclosing Party warrants that it has the right to disclose all Confidential Information which it will disclose to the Receiving Party pursuant to this Agreement. The Disclosing Party agrees to defend and indemnify the Receiving Party from all claims by a third party related to or arising from the Disclosing Party's wrongful disclosure or use of such third party's information or intellectual property in accordance with this Agreement. The indemnitee shall provide reasonably prompt notice of any such claim to the indemnitor, and the indemnitor has the right to control the defense and settlement of the third party claim. Otherwise, neither party makes any representation or warranty within this Agreement, express or implied, with respect to any Confidential Information. There is no obligation to enter into any future contract.
- D. Remedy. The parties acknowledge that a Receiving Party's unauthorized disclosure or use of Confidential Information may result in irreparable harm to the Disclosing Party. Therefore, in the event of violation or threatened violation of this Agreement, without limiting any other rights and remedies of each other, a temporary restraining order and/or an injunction to enjoin disclosure of Confidential Information may be sought against the party who has breached or threatened to breach this Agreement.

## 20. ACCESS TO CUSTOMER PREMISES

SBC shall have the right to access Customer premises as is reasonably necessary to fulfill its obligations hereunder, provided that SBC representatives comply with all facility rules and regulations applicable to such premises as set forth in Exhibit D: Customer's On-Site Policies and incorporated herein by reference.

Without limiting in any way the scope of any obligations or liabilities assumed hereunder by SBC, prior to entering any Customer premises SBC shall procure or cause to be procured and maintained at its expense, for the duration SBC is on-site at Customer's premises, the insurance coverages described in the attached Exhibit C: CUSTOMER'S INSURANCE REQUIREMENTS and incorporated herein.

## **21. AUTHORITY**

Each party has full power and authority to enter into the Agreement, and the person signing the Agreement on behalf of a party represents that he has been properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by all of its terms, conditions and provisions.

## **22. FORCE MAJEURE**

No party will be in default of a provision of the Agreement for delays in performance resulting from strikes, riots, lockouts, acts of nature or civil or military authority, fire, epidemics or other disasters, or events or acts beyond the reasonable control and without the negligence of the party. Time to perform any obligation is extended by the time of the delay.

## **23. ILLEGAL PROVISION**

If a provision of this Agreement is determined to be unenforceable because it is in violation of any rule or regulation of any regulatory entity or in violation of any law, the remainder of this Agreement shall remain in full force and effect.

## **24. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement is the entire understanding of Customer and SBC with respect to the subject matter hereof and supersedes all prior oral or written agreements. The Agreement may be amended, but no amendment is binding on the parties unless it is in writing and executed by duly authorized representatives of the parties and approved, where required, by the PUCO.

## **25. INCORPORATION**

The "Whereas" and "Now, Therefore" clauses are a part of the Agreement. All Exhibits and documents referenced herein are a part of the Agreement.

**26. HEADINGS**

The headings used in this Agreement are for convenience only and shall not be considered a part of this Agreement.

**27. CONFLICTS**

In the event of a conflict between this Agreement and any Tariff, the terms of the Agreement shall govern.

**28. JURISDICTION**

Customer acknowledges and certifies that, to the best of its knowledge, the total Internet and interstate traffic on the Service constitutes ten percent (10%) or less of the total traffic on the Service.

**29. MULTIPLE ORIGINALS**

Multiple originals of the Agreement may be executed; each is deemed an original, but all constitute the same document.

**30. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, SBC and Customer has caused this Agreement to be duly executed in their respective names, effective as of the date first-above written.

APPROVED  
BY TO FOR

[Redacted]	SBC Global Services Inc. on behalf of The Ohio Bell Telephone Company
By: [Redacted]	By: [Redacted]
Name: [Redacted]	Name: [Redacted]
Title: <u>Manager IT Support</u>	Title: <u>VP Global Markets</u>
Date: <u>3-28-02</u>	Date: <u>4/1/02</u>

## EXHIBIT A SERVICE DESCRIPTION

### I. SONET Point-to-Point Service

SONET OC-3 Point-to-Point Service provides high speed synchronous optical fiber-based full duplex data transmission capabilities. This service provides optical data transmission operating at the terminating bit rate of 155.52 Mbps

SONET OC-3 channels may be used to connect a customer-designated premises to another customer-designated premises, or a customer-designated premises to an SBC location where Add/Drop Multiplexing, Add/Drop Functions and/or cross-connections are performed.

SONET OC-3 channels may be connected by using the appropriate OC-3 Add/Drop Multiplexer (mux) along with the Add/Drop Function to an SBC DS1 and/or SBC DS3 at suitably equipped wire centers, or using the full bandwidth premises to premises.

SONET OC-3 Point-to-Point Service, based on customer requirements, can be configured as follows:

1. Three STS-1 (Synchronous Transport Signals) channels which each contain:
  - i. One DS3 that is STS-1 mapped;
  - ii. Up to 28 DS1s that are VT-mapped;
  - iii. An STS-1 channel without constraint to payload mapping when the STS-1 channel does not terminate via an Add/Drop Function to DS1 or DS3 services within the Ameritech network;
2. A single concatenated STS-3C channel

#### Configuration

1. Findlay SONET Point-to-Point.
  - i. SONET OC-3 bandwidth between the locations listed below.

Network interfaces at the SBC Central Offices listed below.

SBC  
CENTRAL OFFICE  
[REDACTED]

NETWORK  
INTERFACES  
Two (2) OC-3C Ports

- iii. SONET OC-3 optical interface to the Customer locations listed below.

CUSTOMER  
LOCATION

NETWORK  
INTERFACES

Two (2) OC-3C Ports

- iv. Customer agrees that any additional services necessary to make the Service function (e.g., DS-1 Channels) will be provided under additional terms, conditions and charges determined in accordance with SBC's tariffs or a separately negotiated agreement.

2. Dayton SONET Point-to-Point.

- i. SONET OC-3 bandwidth between the locations listed below.

- ii. Network interfaces at the SBC Central Offices listed below.

SBC  
CENTRAL OFFICE

NETWORK  
INTERFACES

- iii. SONET OC-3 optical interface to the Customer locations listed below.

CUSTOMER  
LOCATION

NETWORK  
INTERFACES

Two (2) OC-3C Ports

- iv. Customer agrees that any additional services necessary to make the Service function (e.g., DS-1 Channels) will be provided under additional terms, conditions and charges determined in accordance with SBC's tariffs or a separately negotiated agreement.

## II. DS3 Service

SBC DS3 Service provides for the simultaneous two-way transmission of a serial, bipolar, return-to-zero, isochronous digital signal at a terminating bit rate of 44.736 megabits per second (Mbps). Timing is provided by SBC through SBC's facilities to Customer in the receiving bit stream.

### Configuration

This SBC DS3 Service will be provided between the following locations:

A Location	Z Location
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	



**EXHIBIT B**  
**SBC SONET RING NETWORK (SRN) SERVICE**  
**MONTHLY RATES AND NON-RECURRING CHARGES (NRCs)**  
**FOR [REDACTED]**

Service	Qty.	Monthly Rate, Each	Monthly Rate, Extended	Non-recurring Charge, Each	Non-recurring Charge, Extd.
<b>[REDACTED] SONET Pt-to-Pt [REDACTED]</b>					
LDC	2	\$1,231.20	\$2,462.40	\$0.00	\$0.00
1+1 Prot. Per LDC	2	\$51.30	\$102.60	\$0.00	\$0.00
1+1 Prot. Per Mi	16	\$45.00	\$720.00	\$0.00	\$0.00
Admin Charge	1	\$0.00	\$0.00	\$50.00	\$50.00*
Design Charge	2	\$0.00	\$0.00	\$375.00	\$750.00*
Connect Charge	2	\$0.00	\$0.00	\$450.00	\$900.00*
<b>[REDACTED] SONET Pt-to-Pt [REDACTED]</b>					
LDC	2	\$1,231.20	\$2,462.40	\$0.00	\$0.00
1+1 Prot. Per LDC	2	\$51.30	\$102.60	\$0.00	\$0.00
1+1 Prot. Per Mi	16	\$45.00	\$720.00	\$0.00	\$0.00
Admin Charge	1	\$0.00	\$0.00	\$50.00	\$50.00*
Design Charge	2	\$0.00	\$0.00	\$375.00	\$750.00*
Connect Charge	2	\$0.00	\$0.00	\$450.00	\$900.00*
<b>[REDACTED] DS3 [REDACTED]</b>					
LDC	1	\$1,287.00	\$1,287.00	\$0.00	\$0.00
<b>TOTAL</b>			<b>\$7,857.00</b>		<b>\$3,400.00*</b>

- \* The Non-recurring Charges shall be waived and will not be billed to the Customer, provided that Customer does not terminate this Agreement within the first twenty-four (24) months, in whole or in part, prior to the expiration of the term of this Agreement as set forth in Section 5 of the Agreement. In the event that the Customer terminates this Agreement, in whole or in part, within the first twenty-four (24) months, then Customer agrees to pay SBC the applicable waived nonrecurring charges.

**Note:** Above prices do not include any applicable Federal, State, or Local taxes.

**EXHIBIT C**  
**CUSTOMER'S INSURANCE REQUIREMENTS**

Without limiting in any way the scope of any obligations or liabilities assumed hereunder by SBC, SBC shall procure or cause to be procured and maintained at its expense, for the duration SBC is on-site at Customer's facilities, and with insurance companies acceptable to Customer, the insurance policies described below.

- A. Workers' Compensation and Employer's Liability Insurance covering the employees of SBC for all compensation and other benefits required of SBC by the Workers' Compensation or other statutory insurance laws in the state having jurisdiction over such employees, and over the location where the Services are being performed. Employer's Liability Insurance shall have limits of Five Hundred Thousand Dollars (\$500,000) per occurrence.

General Liability Insurance including contractual liability and completed operations to cover liability for bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.

- Business Automobile Liability Insurance, if owned, hired or non-owned automotive equipment is used in the performance of this Agreement, to cover liability for bodily injury and property damage with a combined single limit of One Million Dollars (\$1,000,000) per occurrence.

D. Special Provisions Concerning Policies Placed by SBC

- (1) The General and Business Automobile Liability policies shall include Customer and its subsidiaries and affiliates as additional insured for liabilities arising out of the performance under this Contract using ISO form CG 20 10 11 85 (or a substitute from providing equivalent coverage), and shall be primary to any other insurance of Customer. Such insurance shall specifically provide that it applies separately to each insured against which claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage shall contain no special limitations on the scope of protections afforded said additional insureds.
- (2) The Workers' Compensation and Employer's Liability policies shall provide that all rights of subrogation against Customer and its parent, subsidiaries and affiliates are waived when permitted by law.
- (3) The policy limits specified above are minimum requirements and not limits of liability and shall not be construed in any way as Customer's acceptance of responsibility for financial liabilities in excess of such limits. All deductibles and self-insured retentions, including defense costs, applicable to the insurance shall be paid by SBC.

(4) Prior to commencement of any Services, SBC shall furnish Customer with Certificates of Insurance which document that all coverages required by this Exhibit C: CUSTOMER'S INSURANCE REQUIREMENTS have been obtained. Renewal certificates shall be obtained by SBC as and when necessary and copies thereof shall be forwarded to Customer as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to Customer prior to change or cancellation of any policy. In no event shall Customer's acceptance of an insurance certificate that does not comply with this paragraph constitute a waiver of any requirement of this Exhibit C: CUSTOMER'S INSURANCE REQUIREMENTS. Certificates along with the first page and signature page of this Agreement shall be sent to: [REDACTED]

Attn: Manager, Title and Contracts. All certificates shall provide the following information: i. Policy number(s); binder numbers are not accepted; ii. Insurance Company name(s); iii. Limits of liability; iv. Policy period (inception date and expiration date); v. Additional insured and waiver of subrogation as required above; vi. Name SBC as the certificate holder; vii. Be completed, dated and signed by an authorized agent of insurer.

E. Subcontractors

SBC shall require all its subcontractors to provide statutory Workers' Compensation insurance coverage. To the extent not provided for by the subcontractors and not covered by SBC's insurance, deficiencies shall be the sole responsibility of SBC.

**EXHIBIT D**  
**CUSTOMER'S ON-SITE POLICIES**

SBC agrees to comply as follows:

- A. (No Smoking Policy). To require its employees, subcontractors, agents and representatives to adhere to Customer's No Smoking Policy. The policy prohibits smoking in Customer's administrative buildings and refineries.

(Anti-Harassment Policy). To require its employees, subcontractors, agents and representatives to adhere to Customer's Anti-Harassment Policy while on the premises or engaged in Customer business. The policy prohibits all forms of harassment, including sexual harassment, which create an intimidating, hostile or offensive working environment.

(Weapons Policy). To require its employees, subcontractors, agents and representatives to adhere to Customer's Weapons Policy. The policy strictly prohibits the use, possession or concealing of any weapons, whether licensed or not and including all firearms and explosives, while on Customer's premises.

Customer reserves the right to conduct personal searches at any time. Customer intends to use personal searches when it believes the policy may have been violated and/or for the purpose of deterrence and assurance that there is compliance with this policy.

- D. (Drug and Alcohol Policy). To notify its employees, subcontractors, agents and representatives of Customer's Drug and Alcohol Policy. The Policy prohibits SBC's employees, subcontractors, agents, and representatives from:

- (1) using, possessing, distributing, purchasing or selling drugs or alcohol (except with proper authorization) while on Customer premises or while engaged in Customer business;
- (2) reporting to and/or performing work for Customer with unauthorized drugs or alcohol in excess of the Policy limit (.04% B.A.C.) in their body; or
- (3) refusing to submit to routine searches of their person, their personal property, and Customer or SBC assigned property, while entering on or leaving Customer premises.

SBC agrees to remove and replace, for the purposes of fulfilling its obligations to the Customer under this Agreement, any of its employees, subcontractors, agents and representatives that the Customer reasonably believes to be in violation of Customer's Drug and Alcohol Policy.

E. (Safety and Security Policy). To establish, administer, and enforce safety rules and procedures and shall require its employees, subcontractors, agents and representatives to adhere to Customer's safety and security policies.

Right of Removal. Customer shall have the right to request removal from Services hereunder any employee(s) of SBC who in Customer's sole opinion, is guilty of improper conduct, is not performing in a satisfactory manner or is not qualified to perform assigned work. SBC shall promptly comply with such request.