

CITY CLERK
ORIGINAL

C-7841-1
04/16/2014



Service Order
April 16, 2014
Funding Year 2014-2015
Per Terms & Conditions of State Contract ADSP010-000400

Proposal

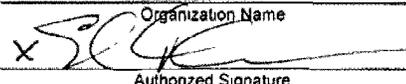
Services	Select	Qty	Unit Install	Total Install	Unit MRC	Total MRC
Cox Optical Internet (Fiber) Additional local loop and access charges not needed 40Mbps	<input checked="" type="checkbox"/>	1	\$0 00	\$0 00	\$1,345 00	\$1,345 00
Total						\$1,345 00

Additional Notes

Cox Arizona Telcom, LLC Telecom SPIN 143014467
State Contract Term 5 year term

Glendale Public Library
Organization Name

 Authorized Signature
 Cheryl Kennedy
 Type or write name
 6/2/14
 Date

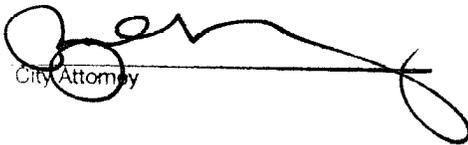
Cox Business
Organization Name

 Authorized Signature
 Ed Aaronson
 Type or write name
 4-17-2014
 Date

Please return signed form to ann.newman@cox.com or fax to 623-328-4030

ATTEST:


 City Clerk

Approved as to form


 City Attorney



Cox Optical Internet Service Level Agreement

I. Scope This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox Communications Arizona, LLC d/b/a Cox Business (“Cox”) and the Customer identified therein. Cox shall endeavor to meet the performance objectives and service levels set forth in this SLA with respect to the Cox Optical Internet (“COI”) services (“Services”) provided to the Customer. To qualify for any credits below, Customer must call in to request a credit within thirty (30) calendar days of the applicable event.

A. Network and Service Availability Network Availability, as it relates to the Services, is defined by Cox as the ability to transmit data from the Cox demarc at the Customer location to a RDC on the Cox IP backbone. Network Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The Services shall be available for use by Customer as provided under the Agreement for at least ninety-nine and ninety-nine one-hundredths percent (99.99%) of the time with respect to the on-net portion of the circuit (“Service Availability”). Service Availability with respect to the portion of Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” Service or circuits shall be ninety-nine and nine-tenths percent (99.9%). This parameter is calculated by dividing the number of minutes that the Services are available for Customer’s use by the total number of minutes in any calendar month and multiplying by one hundred (100). Unavailability of the Services due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Service Availability. For example, if the Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service Interruption during the applicable month, Cox will be deemed to have met the Service Availability performance standard.

1. Service Interruption A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Customer that results in a disruption of Service. A Service Interruption period begins when Customer makes a Trouble Report to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section II of this SLA and ends when Cox restores the Services to Customer.

2. Service Interruption Credits A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

<i>Services Interruption Length</i>	<i>Credit</i>
≥ 30 min to < 4 hours	5% of MRC
≥ 4 hours to < 8 hours	10% of MRC
≥ 8 hours to < 16 hours	15% of MRC
≥ 16 hours to < 24 hours	20% of MRC
≥ 24 hours	25% of MRC

Service Interruptions due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard.

B. Network Latency Network Latency, as it relates to Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level is fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency Service Level are posted at the following location:

http://online.coxbusiness.com/svnp/cbs_stats/

1. Network Latency Credit If the Cox Network Latency Service Level is greater than fifty (50) Milliseconds in a calendar month, the credit allowance shall consist of 10% off the monthly recurring charge (“MRC”) for COI Services for the applicable month.

C. Data Delivery Data Delivery Rate, as it relates to Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network. The average monthly packet delivery is measured in percentage of packets delivered per 100 and shall be ninety-nine and nine-tenths percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section IV of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery.

Network performance statistics and methodology related to the Cox Network Data Delivery Rate Service Level are posted at the following location:

http://online.coxbusiness.com/svnp/cbs_stats/

1. Data Delivery Credit If the Data Delivery Rate in a calendar month is less than ninety-nine and nine-tenths percent (99.9%), the credit allowance shall consist of 10% off the MRC for COI Services for the applicable month.



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D. Chronic Outage If three (3) times during a thirty (30) consecutive day period, the Services to the Customer experience a Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") other than as a result of the causes set forth in Section IV, Customer may terminate affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement, provided Customer complies with the notification process described in this Section I(D). Within thirty (30) days of the occurrence of the 3rd Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the 3rd Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section I(D) until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section I(D), neither party shall have any further rights, obligations, or liabilities to the other party with respect to such circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. Trouble Reports Cox shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to 866.365.9998. A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Cox.

A. Service Response and Repair In the event Cox receives a Trouble Report from Customer, Cox will initiate action to clear the trouble within thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the maximum restoration time is four (4) hours. If the Trouble Report is the result of a fiber optic cable failure, the maximum restoration time is eight (8) hours.

III. Service Installation Intervals.

A. Service Installation and Availability Cox shall install, provision and make the Services available for Customer's use within ten (10) business days of the installation date communicated by Cox, to the Customer, at the time of contract signing.

1. Installation Credit Cox shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within ten (10) business days of the installation date communicated by Cox, at the time of contract signing. In this event, the credit allowance shall consist of 100% off the standard nonrecurring charge ("NRC") for COI installation. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing Services to Customer.

2. Exceptions to Installation Delay Credits Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Cox to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in

Customer's building or property, or (iv) due to Force Majeure events.

IV. Exceptions to Credit Allowance Credit Allowances shall not be provided for failure to meet SLAs for Service Availability, Network Latency, Data Delivery, Service Interruptions, or Service Repair: (i) caused by Customer, its employees, agents or subcontractors, (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer, (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair, (v) caused by or due to violations of the Cox Acceptable Use Policy (data customers), (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment, or (vii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster, (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Services, (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks, (iv) taking by condemnation or eminent domain of a party's facilities or equipment, (v) strikes or labor disputes, (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Services provisioning.

V. Limitations. With respect to all credits under this SLA, no credits shall be issued if (i) Customer is in breach of its Agreement with Cox, (ii) Customer has a past due balance with Cox under the Agreement, or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined credits for Network Latency and Data Delivery shall not exceed ten percent (10%) of the MRC for COI Services. Furthermore, in any calendar month, customer's combined credits for Network Latency, Data Delivery, or Service Interruptions will be no more than one (1) full MRC for COI Service. All credits are exclusive of any applicable taxes or fees charged to the Customer or collected by Cox. All claims for credit allowances are subject to review and verification by Cox. Cox reserves the right to change or modify the program rules and regulations at any time without notice.