

Network Access Service Agreement

This Network Access Service Agreement ("Agreement") is made by and between the State of Connecticut ("State") Connecticut Education Network ("CEN"), governed by the Commission for Education Technology, acting herein by the Department of Administrative Services ("DAS") pursuant to Conn. Gen. Stat. Section 4d-80(c)(9), as amended, 55 Farmington Avenue, Hartford, CT 06105, and Columbia Public Schools, having offices located 3 Schoolhouse Road Columbia (the "Participant").

SERVICES

1. CEN shall provide Participant with internet service through the private statewide broadband network known as the "Nutmeg Network" (the "Network"). 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 has the ability to burst to their circuit usage capacity. 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"). The annual committed bandwidth and costs may be adjusted on an annual basis in accordance with paragraph 6 of this section.

2. CEN may monitor the Participant's utilization of network bandwidth. CEN shall have the right to limit Participant's utilization of bandwidth under this Agreement 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 may, at CEN's 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 in accordance with Appendix B on a quarterly basis, billed in arrears. CEN will begin to charge Participant the monthly rate in Appendix B upon successful testing and activation of the circuit by CEN and will pro-rate the first quarterly bill based on the start date within the applicable quarterly billing cycle. At the option of the Participant, Participant may pay the annual amount in a single lump sum payment at the end for the first quarter. Payment shall be due within 15 days of the date of the invoice.

4. If attached, Participant shall receive managed wireless services in accordance with Appendix C attached hereto and made a part hereof. If Participant selects managed wireless services, Participant must commit to a five-year term. If the provision of managed wireless services is terminated prior to the completion of the five-year term, and CEN is not in default of the Agreement, Participant shall be responsible for all unpaid amounts for managed wireless services that would have been paid over the remainder of the term. Unless otherwise agreed in writing, the remaining unpaid amounts shall be paid in a lump sum at the time of termination.

5. CEN adheres to the guidelines for participation in the Internet2 program established by the University Corporation for Advanced Internet Development (UCAID). If Participant is a part of the Internet2 program, CEN will inform Participant of any changes in benefits or requirements of the Internet2 program.

6. The Participant may request an increase of its annual committed bandwidth at any time in writing to CEN at 55 Farmington Avenue, Hartford, CT 06105 or via email to 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. Participant may not request a decrease of its annual committed bandwidth, with cost adjustment, during a then current term. Participant may, however, decrease its annual committed bandwidth for the following fiscal year. Participant must submit its written request for the decrease to CEN, 55 Farmington Avenue, Hartford, CT 06105 or via email to billing@cteducation.net prior to June 1st of the then-current fiscal year. Approved changes in bandwidth will take effect at the start of the following fiscal year. If CEN does not receive and approve Participant's request for decrease in bandwidth by June 1st, CEN reserves the right to maintain the Participant's bandwidth and costs at the same levels as the previous fiscal year.

OPERATIONAL SUPPORT

1. CEN will support the equipment and connections to the Network. Standard Network monitoring includes all components of the Network necessary to provide Participant basic connectivity service and any equipment placed at the Participant's site by CEN.

2. In the event of a Network outage, the Participant should contact CEN, 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 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 24x7x365 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 CEN as CEN deems appropriate, subject to the reasonable consent of the Participant.

4. To address any operational concerns in a timely manner, the Participant shall provide CEN in writing an emergency contact person and procedure to ensure CEN 24x7x365 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. CEN 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, CEN will notify the Participant prior to disabling the connection port and will work with the Participant to isolate and resolve the threatening activity.

ADDITIONAL TERMS AND CONDITIONS

1. This Agreement shall be in effect from the date CEN signs below and continue uninterrupted, unless earlier terminated pursuant to this Agreement, for the term starting July 1, 2017 and ending June 30, 2022 (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 CEN 60 days prior to the expiration of the then current term or unless the Agreement is otherwise terminated by CEN pursuant to this Agreement. Nothing in this section shall be construed to supersede the provisions in the Services section of this Agreement.

2. Any changes to this Agreement must be made in writing and signed by all parties.

3. CEN may, with at least thirty (30) days advance written notice, terminate this Agreement if (a) Participant fails to pay any sums due hereunder; (b) in the sole opinion of CEN, 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) CEN deems termination to be in the best interests of the State. Notwithstanding the foregoing, if in the reasonable opinion of CEN, Participant is engaging in any activity that is illegal or endangers the Network, CEN may immediately, without advance notice, suspend Participant's access to the Network until such time Participant cures such defect. CEN 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,

CEN shall confirm in writing that the notice of termination has been rescinded.

4. If this Agreement is terminated prior to the expiration of the Initial Term and CEN 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 CEN under the Lease Agreement, including any de-installation costs, incurred as a result of such early termination.

5. The Network access and services provided by CEN 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. CEN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

7. CEN shall not be liable for any damage that Participant may suffer arising out of use, or inability to use, the Network. CEN 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. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

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

17. 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:
Laurence Fearon, Superintendent
By: B160683A0E5840A
Name: Laurence Fearon, Superintendent
Title: Superintendent
Date: 5/9/2017

STATE OF CONNECTICUT

Connecticut Education Network

By: Department of Administrative Services

DocuSigned by:
Mark D. Raymond
By: FF45FA018CB247E
Mark Raymond
ITS Chief Information Officer
ITS Chair of Commission for Educational Technology
Date: 5/9/2017

Appendix A

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

**Ryan Kocsondy
Director
Connecticut Education Network
Office: 860.622.4563
Ryan.Kocsondy@uconn.edu**

3rd Escalation

**Gerard (Jerry) Johnson
Director of Enterprise Networks
State of Connecticut
Office: 860.622.2355
Mobile: 860.897.0380
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](http://cennoc.grnoc.iu.edu/cennoc/support/operations-calendar.html)**

Appendix B**Pricing Schedule Effective Date of Latest Rate Change 7-1-17**

PRICE	
CIRCUIT SPEED:	COST PER MONTH:
25 Mbps	\$125
50 Mbps	\$300
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.

Bandwidth Tier Commitment: 100
Total Cost per Month: \$ 450.00
Quarterly Billing Amount: \$ 1,350.00

PARTICIPANT

DocuSigned by:
 By: Laurence Fearon, Superintendent
 B100093A0E8840A...
 Name: Laurence Fearon, Superintendent
 Title: Superintendent
 Date: 5/9/2017

STATE OF CONNECTICUT

DocuSigned by:
 By: Mark D. Raymond
 FF45FA618CB247E...
 Name: Mark Raymond
 Title: ITS Chief Information Officer
 Date: 5/9/2017

