Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services
between

Consolidated Technology Services
and

Integra Telecom Holdings, Inc., by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc.

Effective Date: 6-25-12
(fill in date after contract signed)
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Exhibit B: **Contractor's Response**

*Note:* *Exhibits A and B are not attached. Exhibit A and the non-proprietary, non-confidential portions of Exhibit B are available upon request from the DIS Contract Administrator*
CONTRACT NUMBER T12-PCH-739
for
Secondary Transport Ethernet Services

PARTIES
This Contract ("Contract") is entered into by and between the state of Washington acting through Consolidated Technology Services, an agency of Washington State government (hereinafter "CTS"), and Integra Telecom Holdings, Inc., by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc., licensed to conduct business in the state of Washington, (hereinafter "Contractor") for the provisioning of Secondary Transport Ethernet Services to the State.

RECITALS
The state of Washington, acting by and through CTS, issued a Request for Proposal (RFP) dated February 24, 2012 (Exhibit A) for the purpose of establishing Contracts for Secondary Transport Ethernet Services in accordance with its authority under chapter 43.105 RCW.

Integra Telecom Holdings, Inc. submitted a timely Response to CTS’ RFP (Exhibit B).

CTS evaluated all properly submitted Responses to the above-referenced RFP and has identified Integra Telecom Holdings, Inc. as an apparently successful Vendor.

CTS has determined that entering into a Contract with Integra Telecom Holdings, Inc. will meet the State’s needs and will be in the State’s best interest.

NOW THEREFORE, CTS awards to Integra Telecom Holdings, Inc. this Contract, the terms and conditions of which shall govern Contractor’s furnishing to Purchasers the Secondary Transport Ethernet Services. This Contract is not for personal use.

This Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Contract prevent the State from purchasing the same or similar Products or Services from other sources, provided that, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms
The following terms as used throughout this Contract shall have the meanings set forth below.

"Acceptance" shall mean that the Products passed Acceptance Testing and shall be formalized in a written notice from Purchaser to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

"Acceptance Date" for Contractor-installed Products shall mean the date upon which Purchaser Accepts the Products as provided in the section titled Standard of Performance and Acceptance; and for Purchaser-installed Products, shall mean the date of delivery of the Products, or, if delivery of partial Orders has been agreed to between Purchaser and Contractor, the last date of delivery of the components of an Order.
“Acceptance Testing” shall mean the process for ascertaining that the Services meet the standards set forth in the section titled Technical Requirements, prior to Acceptance by Purchaser.

“Business Days and Hours” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

“Confidential Information” shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information. Confidential Information also includes any Personal Information under the provisions of RCW 19.255.010 and RCW 42.56.590.

“Contractor” shall mean Integra Telecom Holdings, Inc., by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc., its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Contractor Account Manager” shall mean a representative of Contractor who is assigned as the primary contact person with whom the CTS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the CTS Contract Administrator, and as further defined in the section titled Contractor Account Manager.

“Contractor Project Manager” shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

“Delivery Date” shall mean the date by which the Products ordered hereunder must be delivered.

“CTS” shall mean the Washington State Consolidated Technology Services.

“CTS Contract Administrator” shall mean the Contract Administrator, designated by CTS as responsible for the maintenance and administration of this Contract, notices, reports and any other pertinent documentation or information. The CTS Contract Administrator may also conduct periodic performance or financial audits related to this Contract.

“DWDM” shall mean Dense Wave Division Multiplexing – A carrier service whereby multiple individual coherent light waves (lambdas) are used to carry digital information on a single fiber optic strand/cable.

“End-to-End Monitoring” shall mean The Vendor’s monitoring area of responsibility will be between the Vendor’s electronic equipment serving the Nodes at Location 1 and Location 2.

“Ethernet Transport” shall mean Ethernet based Secondary Transport aggregated to a regional node site.

“Effective Date” shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“Exhibit A” shall mean the RFP.
“Exhibit B” shall mean Contractor’s Response.

“Help Desk” shall mean a service provided by Contractor for the support of Contractor’s Products. Purchaser shall report warranty or maintenance problems to Contractor’s Help Desk for initial trouble-shooting and possible resolution of the problems or for the initiation of repair or replacement services.

“In stalled Date” shall mean the date by which all Ethernet Circuits ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.

“Contract” shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

“Node Site(s)” shall mean A CTS or state institution operated backbone telecommunications facility in one of six (6) designated cities. Nodes participate fully in the NGN ring architecture. Node sites include Olympia, Pullman, Seattle, Spokane, Vancouver, and Yakima.

“On Net Services” are Services that are provided solely over Contractor’s network.

“Order” or “Order Document” shall mean any official document and attachments thereto specifying the Services to be purchased from Contractor under this Contract that are $250,000 or less.

“Price” shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

“Project” shall mean the installation and provision of Ethernet service to a single end site for a specific term.

“Proprietary Information” shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Purchaser” or “Authorized Purchaser” shall mean the state of Washington, CTS, and those entities listed as Authorized Purchasers in the list of Authorized Purchasers attached as Schedule D hereto, and any division, section, office, unit or other entity of Purchaser or any of the officers or other officials lawfully representing Purchaser.

“RCW” shall mean the Revised Code of Washington.

“RFP” shall mean the Request for Proposal used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

“Response” shall mean Contractor’s Response to the RFP for Secondary Transport Ethernet Services, Exhibit B hereto.

“Schedule A: Authorized Product and Price List” shall mean the attachment to this Contract that identifies the authorized Products and Services and Prices available under this Contract.

“Schedule B: Statement of Work Template” shall mean the attachment to this Contract that provides example terms and conditions for a Statement of Work.

“Schedule C: Escalation Procedures” shall mean the attachment to this Contract that identifies Contractor’s escalation procedures.
“Schedule D: Authorized Purchasers” shall mean entities allowed to purchase off this Contract.

“Services” shall mean the Secondary Transport Ethernet Services to be provided under this Contract.

“Specifications” shall mean the technical and other specifications set forth in the RFP, Exhibit A, any additional specifications set forth in Contractor’s Response, Exhibit B, and the specifications set forth in Contractor’s Product documentation, whether or not Contractor produces such documentation before or after this Contract’s Effective Date.

“State” shall mean the state of Washington.

“Statement of Work” or “SOW” shall mean a separate statement of the work to be accomplished by Contractor under the terms and conditions of this Contract that is in excess of $250,000. A template SOW is attached as Schedule B.

“Subcontractor” shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“Vendor Demarcation Point” shall mean a physical location at the Purchaser’s site where the Vendor’s service physically terminates and is cross-connected to the State or Purchaser’s equipment.

Contract Term

2. Term

2.1. This Contract’s initial term shall be approximately two (2) years, commencing upon the Effective Date and expiring on June 30, 2014.

2.2. This Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at CTS’ option and shall be effected by CTS giving written notice of its intent to extend this Contract to Contractor not less than thirty (30) calendar days prior to the Contract term’s expiration and Contractor accepting such extension prior to the Contract term’s expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

2.3. Term of SOW or Order. The term of any SOW or Order executed pursuant to this Contract shall be set forth in the SOW or Order. The service term indicated in any SOW or Order shall survive the expiration of the Contract. The SOW or Order may be terminated in accordance with the termination sections of this Contract or as agreed between the parties.

3. Survivorship

All purchase transactions executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Ownership/Rights in Data; Contractor Commitments, Warranties and Representations; Protection of Purchaser’s Confidential
Pricing, Invoice and Payment

4. Pricing

4.1. Contractor agrees to provide the Services to Purchasers at the prices set forth in the Authorized Product and Price List attached as Schedule A to this Contract. Such prices may not be increased during the term of this Contract. Services may also be ordered based on subsequent site specific price quotes provided by Contractor.

4.2. Contractor may participate in the Federal Communication Commission's E-rate Discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements.

5. Tariffs

5.1. Contractor agrees to make all State or Federal tariff filings that are required by law or regulation and that are necessary for contract performance. Contractor shall provide CTS with copies of all such tariffs on the same day they are filed. Contractor shall certify that all terms, conditions, and prices in the tariff are as stated in this Contract, and that the tariff contains nothing inconsistent with the Contract.

5.2. If necessary, Contractor shall make any initial filing required to implement the contract within ten (10) calendar days after the Effective Date of this Contract. If such initial filing is not permitted to become effective by the appropriate regulatory body (30) calendar days after the date of contract award, the CTS shall have the right partially or entirely to terminate the contract without liability.

5.3. Before this Contract becomes effective, Contractor shall provide to CTS copies of its current tariffs which pertain to the provision of the Service described herein.

5.4. After this Contract becomes effective, except for any filing pursuant to Section 9.1 hereof, Contractor agrees to provide advance copies of all revisions to tariffs or new tariffs that specifically pertain to the contract or that may materially and adversely affect the CTS' rights or obligations under the contract. These shall be provided to the CTS at least ten (10) calendar days in advance of the intended filing date. Contractor shall make no revisions to its tariffs that materially and adversely affect the CTS' rights or obligations under this contract.

5.5. If any ruling, order or determination of any regulatory agency or court of competent jurisdiction shall materially and adversely affect the Contractor's ability to offer Services under the terms and conditions of this Contract, Contractor agrees to immediately develop a proposal that provides comparable service to CTS at rates equal to or less than those set forth in the contract, and under terms and conditions identical to those set forth in the contract, to the extent permissible under applicable legal and regulatory requirements. Such service may be provided under other existing tariffs (if this can be
done at such tariffs' then effective rates without further revision) or under newly filed tariffs. If Contractor is unwilling or unable to develop such a proposal within ten (10) days of any such event, the CTS will have the right partially or entirely to terminate the contract without liability.

6. **Advance Payment Prohibited**

   No advance payment shall be made for the Services furnished by Contractor pursuant to this Contract.

7. **Taxes**

   7.1. Purchaser will pay sales and use taxes and franchise fees, if any, imposed on the Products and Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.

   7.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

   7.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

8. **Invoice and Payment**

   8.1. Contractor will submit properly itemized invoices to the person identified by Purchaser at the address provided by Purchaser. Invoices shall provide and itemize, as applicable:

   - End-Site Name (provided by Purchaser)
   - Contract number T12-PCH-739 and Order Number YY-YY;
   - Contractor account number
   - Contractor circuit identifier
   - Contractor name, address, phone number, and Federal Tax Identification Number;
   - Description of Services provided;
   - Monthly Recurring Charges for Service;
   - Date(s) of delivery of Services
   - Multiplexing charges (if applicable)
   - Installation cost (if applicable)
   - Applicable taxes;
   - Other applicable charges;
Any service credits, including without limitation Out of Service credits issued pursuant to this Contract;

Total invoice amount; and

Payment terms including any available prompt payment discounts.

8.2. Contractor shall complete registration with the Washington Statewide Vendor Payment Registration system prior to issuing any invoices for services. Registration may be completed at http://www.ofm.wa.gov/accounting/vendors.asp.

8.3. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Products or Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.

8.4. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.

8.5. The CTS Contract number T12-PCH-739 and SOW number [YY-YY] must appear on all bills of lading, packages, and correspondence relating to this Contract.

8.6. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.

8.7. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar ($1). Payment will not be considered late if payment is deposited electronically in Contractor’s bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Equipment or receipt of Contractor’s properly prepared invoice, whichever is later.

9. Overpayments to Contractor

Contractor shall refund to Purchaser the full amount of any agreed erroneous payment or overpayment under this Contract within thirty (30) days’ written notice. If the Parties disagree regarding such matter the Parties shall resort to the procedures set forth in Section 61 of this Contract. If Contractor fails to make timely refund after the amount is agreed or the dispute is resolved, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

Contractor’s Responsibilities

10. Transition Planning

For those Purchasers receiving point-to-point transport or private line services from Contractor pursuant to other CTS-administered contracts, Contractor agrees, at the sole option of CTS, to provide Services pursuant to the terms and subject to the conditions of this Contract subject to any transition or termination penalty or obligation that may be applicable under those contracts unless waived by Contractor.
11. Contractor Implementation and Installation Requirements

11.1. Test Service Implementations

CTS and Contractor hereby agree that for a mutually agreed-upon test period specified in the SOW, to install evaluation service at no cost to Purchaser. At the successful conclusion of the test period, at CTS discretion, the Services may be moved into full installation and activation in accordance with SOWs and Orders and Contractor may commence billing for the Service. The Contractor agrees to assume sole responsibility for all costs associated with the Service during the Test Service Implementation.

Contractor agrees to install test circuit(s) provided pursuant to this Section within 45 days of execution of an SOW or Order where facilities already exist. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case.

Service provided herein is subject to network infrastructure availability and may require the expenditure of capital funds by Contractor to provide Service ("Funding"). If a location for an Order requires Funding, Contractor will provide Service only if Funding has been approved by Contractor on an Order as evidenced on the signature page of the Order. Such approval will be granted at the sole discretion of Contractor. In the event the required Funding is not approved, Contractor agrees to cooperate with CTS in good faith to develop an alternative solution.

11.2. Notifications

Contractor must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site.

Contractor must notify and work with the CTS Network Control Center (NCC) when testing/completing installation of service.

11.3. Coordination With Local Telephone Company

Contractor agrees to coordinate with the Local Telephone Company (ies), Interexchange Carriers (IXC), and other transport service providers to connect existing and new circuits to the Node Site. All coordination pursuant to this Section shall be Contractor's sole responsibility.

11.4. Acquisition of Permits

The Contractor will be solely responsible for the acquisition of any required city, county, or state permits.

11.5. Coordination of Installation

Contractor agrees to coordinate Service installation with the Purchaser Digital Transport Services Manager and conduct installation between the hours of 6:00 a.m. and 6:00 p.m., Pacific Time on Business Days.

12. Service Availability

For On Net Services, Contractor's Services must be available twenty-four (24) hours per day, three hundred sixty five (365) calendar days per year.
13. **Service Performance**

For On Net Services, the Services must perform at a minimum 99.99 percent of the time during a calendar month.

14. **Service Latency**

For On Net Services, Contractor's five (5) minute average end-to-end packet latency must be < 15ms. End-to-end is defined as packets traversing purchased circuit from egress port on Purchaser device to ingress Purchaser device on other end of purchased circuit.

Latency is defined as the time taken for a packet to traverse a network from one destination to another.

15. **Packet Loss**

For On Net Services, Contractor's five minute average for packet loss must be < .1% of the total packet throughput on service path. Service path is defined as purchased circuit from egress port on Purchaser device to ingress port on customer device on other end of purchased circuit.

16. **Service Interface & Termination Requirements**

**Service Interface to Purchaser's Equipment:**

Unless otherwise specified by Purchaser, the interfaces provided to Purchaser locations must be administratively configured for use as a fixed full duplex 100 or 1000 Mbps interface per the resulting work order or site agreement.

**Service Capacities (Rate Limiting):**

Contractor must be able to provide rate limiting/bandwidth metering at the Purchaser location.

**Termination Requirements:**

Contractor is responsible for all access and fiber/cabling to the point of service handoff at the customer premise equipment/switch/router.

16.1 **CTS Node site connectivity requirements**

All CTS node sites require an IEEE 802.1q trunk with a fiber handoff

16.2 **Customer site connectivity requirements**

Customer sites will require a standard Ethernet connection or an IEEE 802.1q trunk depending on the customer requirement. Customer sites will require either a fiber or copper handoff depending on their requirements.

16.3 **Link Aggregation**

Contractor's Ethernet services must provide support at the end site and node site for link aggregation (LACP) via the IEEE 802.3ad standard. This service will be implemented any time Customer requires two or more aggregation circuits at a node site.

17. **Equipment Space and Power**
Contractor shall be responsible for the purchase, installation, configuration and maintenance of all equipment required to provide Ethernet services to Purchaser. Following receipt of a work order Contractor must disclose whether Contractor owned equipment is required on Purchaser premises in order to deliver the required interface. If so, Contractor must disclose the type of equipment and the space and power requirements necessary to serve Contractor’s equipment. Contractor must supply an uninterruptable power supply capable of providing at least 4 hours of backup power and use this to power their equipment.

18. Extended D-mark

If Purchaser requests extended d-mark – Contractor is responsible for installing, maintaining and servicing of the extended d-mark including any work done by a subcontractor.

19. Ethernet Standards

Contractor’s Ethernet interface provided at the Purchaser’s point-of-presence must adhere to IEEE 802.3 standards for 10 Mbps, 100 Mbps, 1,000 Mbps, or 10,000 Mbps Ethernet depending on the service purchased at the location by the Purchaser.

20. VLAN

Contractor’s Ethernet services must provide support for virtual local area network (VLAN) via the IEEE 802.1Q standard.

21. Marking of Traffic

Contractor may not mark or remark any traffic without approval from CTS. All traffic leaving a Purchaser site will arrive after traversing the vendor network with the same markings it left with (QoS, Multicast, etc.).

22. Service Reports

22.1 Trouble Logs

Contractor will provide a weekly trouble log summary and error statistic reports to the Purchaser

- Emergency Repair/Trouble log contents are defined in Section 5.17.3
- Error Statistics report contents are defined in Section 5.17.5

22.2 Reason For Outage

Contractor will provide a per incident Reason for Outage (RFO). Preliminary RFOs shall be provided within 24 hours after an outage has been resolved with complete RFOs provided within 120 hours. For incidents requiring additional carrier research the RFO is to be updated every 24 hours until such time as a final determination has been made.

23. Service Repair and Trouble Reporting

23.1 Response to Trouble Reports

Contractor must respond to all trouble reports twenty-four (24) hours a day, 365 days per year within 4 hours.

23.2 Toll-Free Trouble Reporting Number
Contractor must provide a toll-free trouble reporting number.

23.3 Trouble Reporting

For all service problems the Contractor must provide periodic status report (type of problem, estimated time to repair, vendor ticket number) to the Purchaser.

Contractor must maintain a repair log listing the date of the repair occurrence, problem found, action taken to resolve the problem, and the total out-of-service time. Only issues affecting Purchaser’s service need be logged.

23.4 End-to-End Service Monitoring and Test Capability

Contractor must have the capability of monitoring the service End-to-End and have the ability to perform remote site testing as necessary to troubleshoot problems with their service.

23.5 Error Statistics Reporting

Contractor must be able to provide continuous End-to-End Monitoring and error statistics for services they provide to the Purchaser.

24. Service Maintenance

24.1 Scheduled Routine Maintenance/Testing

Contractor and Purchaser will develop an agreed upon a maintenance window of days and times for scheduled maintenance and testing of the Purchaser’s services.

24.2 Emergency Repair/Maintenance/Testing

Contractor must notify the Purchaser immediately if emergency maintenance or testing is going to occur that could potentially disrupt State network customer traffic.

25. Credit for Service Outages

In the event of an Out of Service Condition, as defined in Sections 12 and 13, where Contractor fails to restore Service to full capability within fifteen (15) minutes after initiation of the Out of Service Condition, Contractor agrees to grant Purchasers a credit against its basic Monthly Service Charge. Such credit shall be calculated as a two percent (2%) discount on the Purchaser's monthly bill for the affected transport path(s) for each Out of Service occurrence greater than fifteen (15) minutes and not more than one (1) hour, and a five percent (5%) discount on the Purchaser's monthly bill for the affected transport path(s) for each Out of Service occurrence greater than one (1) hour. The total credits in any one month billing period shall not exceed the Purchaser's monthly bill for the affected transport path(s) subject to the Out of Service occurrences.

Each distinct outage will be considered a separate event. Contractor agrees to provide credits for all events occurring during a billing period. The credits will be applied to the billing for the month following the month in which the outage occurred. Award of the credit in no way relieves the Contractor of responsibility to correct the Out of Service Condition(s) and does not constitute an exclusive remedy for such Out of Service Condition(s).
26. Circuit Administration

The Ethernet circuits shall be administered by Purchaser.

27. Service Installation

Vendor must agree to have the Service installed, tested and ready for CTS' acceptance at the sites on or before forty five (45) days, where facilities already exist from the placement of an order. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is Vendor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the Services described. Vendor must notify end user customers of scheduled installations prior to arrival at the site. Vendors must notify the CTS Network Control Center (NCC) when testing/completing installation of Service.

Vendors must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site.

Vendors must notify and work with the CTS Network Control Center (NCC) when testing/completing installation of service.

28. RFP Mandatory Requirements

The RFP mandatory requirements are essential substantive terms of this Contract. Products and Services provided under this Contract shall meet or exceed all the mandatory requirements of the RFP.

29. Statement of Work/Order

29.1. All Services shall be performed pursuant to the terms of this Contract and shall be documented in an SOW or Order established between Purchaser and Contractor.

29.2. The terms and conditions of any SOW or Order cannot conflict with the terms and conditions of this Contract. In the event of any conflict, the Contract shall prevail.

29.3. Contractor agrees that within ten (10) business days of the initial receipt of a SOW or Order, Contractor shall either sign and return such SOW or Order, or notify the CTS Contract Administrator of the need for additional time. No work shall be performed by Contractor until an SOW or Order is executed by Contractor and Purchaser and is received by Contractor.

30. Site Security

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, and security regulations.

31. Acceptance Testing

The evaluation and acceptance of the Services will be conducted by Purchaser network technicians and management and requires thirty (30) days of continuous service and will be restarted after every failure. The occurrence of three (3) "Out of Service" Occurrences as defined in Sections 12-13 will constitute grounds for immediate termination of the Contract or SOW or Order, which shall be exercisable at CTS' sole option.
32. **Contractor Commitments, Warranties and Representations**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

33. **Minority and Women's Business Enterprise (MWBE) Participation**

34. **Not applicable. Protection of Purchaser's Confidential Information**

34.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, CTSclose, or otherwise make the information known to any other party without Purchaser’s express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nonCTSclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. Contractors that may come into contact with medical data will be required to complete a Business Associate agreement, as required by federal or state laws, including HIPAA, prior to the commencement of any work.

34.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser’s option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

34.3. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract.

34.4. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
Purchaser’s Authority and Responsibilities

35. **Purchaser Use of Contract**

35.1. The optional-use nature of this Contract relieves Purchaser of the need to conduct individual competitive activities as specific requirements arise. When acquiring service to specific sites, Purchaser may to solicit price quotes from multiple Contractor(s) capable of serving the sites. Purchaser may consider criteria other than financial in their selection of a Contractor to provide the service. Additional criteria may include, but is not limited to, service quality, past performance, installation speed, labor resources available, and Vendor experience.

35.2. For a project of $250,00 or less, an Order may be issued. For a project with a total cost exceeding $250,000 an SOW must be issued, and the Purchaser must solicit quotations from at least three (3) Vendors holding a Contract, or other Vendors. The SOW must identify at least two (2) Vendors that submitted a quotation, but were not awarded the work. The Contract Vendor shall not execute an SOW for a project in excess of this amount unless this requirement has been satisfied.

35.3. This Contract may not be used for any project with a total cost that is in excess of $1.5 million ($1,500,000.00). Projects that exceed $1.5 million must be competitively bid in a separate competition.

35.4. Purchaser may elect to conduct formal Second Tier Competitions among contracted vendors to solicit price quotes for service to specific sites.

**Contract Administration**

36. **Legal Notices**

36.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Products) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form.

**To Contractor at:**
Integra Telecom Holdings, Inc.
Attn: Legal Department

*If by US Postal Service or by Overnight Courier:*
1201 N.E Lloyd Blvd., Suite 500
Portland, Oregon 97232

**To CTS at:**
State of Washington
Consolidated Technology Services
Attn: Contract Administrator

*If by US Postal Service:* PO Box 41501
*If by Overnight Courier:* 1500 Jefferson St. SE
36.2. Notices shall be effective upon receipt, either sent by certified mail, return receipt requested or by overnight courier. The notice address as provided herein may be changed by written notice given as provided above.

36.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Products or Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

37. **Contractor Account Manager**

Contractor shall appoint an Account Manager for the State’s account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor’s Account Manager will be the principal point of contact for CTS concerning Contractor’s performance under this Contract. Contractor shall notify the CTS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: Steven Shelver, Enterprise Account Manager
Address: 700 S.W. 39th Street, Suite 200, Renton, Washington 98057
Phone: 425-970-7166   Fax: 425-970-7266   E-mail: sjshelver@integratecom.com

38. **Contractor Project Manager**

Contractor shall assign a Contractor Project Manager for each Purchaser project. Purchaser shall have reasonable approval rights over the Contractor Project Manager, or any replacements thereof. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor’s activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning installation and training.

39. **Section Headings, Incorporated Documents and Order of Precedence**

39.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

39.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- Schedules A, B, C and D;
- CTS’ RFP (Exhibit A);
- Contractor’s Response to CTS’ RFP (Exhibit B);
- The terms and conditions contained the SOW or Order if used; and
All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of Services to Purchaser.

39.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

- Applicable federal and state statutes, laws, and regulations;
- Sections of this Contract;
- Schedules A, B, C and D;
- CTS’ RFP (Exhibit A);
- Contractor’s Response to CTS’ RFP (Exhibit B);
- The terms and conditions contained in the SOW or Order, if used; and

All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of Services to Purchaser.

40. Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled Contractor Commitments, Warranties and Representations, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

41. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by CTS and Contractor.

42. Additional Services

Contractor may submit new Services with associated discounts or prices to the CTS Contract Administrator. New or changed Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Services that are determined by CTS to be appropriate to the scope of this Contract, may be added to Schedule A of this Contract by an instrument in writing, signed by both Contractor and CTS. Such writing shall include a specific description of the additional Services, pricing, and additional terms and conditions as relevant.

43. Independent Status of Contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of
one another. The parties intend that an independent contractor relationship will be created by this
Contract. The employees or agents of one party shall not be deemed or construed to be the
employees or agents of the other party for any purpose whatsoever. Contractor shall not make any
claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW
(State Civil Service Law) or Title 51 RCW (Industrial Insurance).

44. Governing Law

This Contract shall be governed in all respects by the law and statutes of the State of Washington,
without reference to conflict of law principles. The jurisdiction for any action hereunder shall be
exclusively in the Superior Court for the State of Washington. The venue of any action hereunder
shall be in the Superior Court for Thurston County or the county in which Purchaser is located
within the State of Washington.

45. Rule of Construction as to Ambiguities

Each party to this Contract acknowledges that such party has reviewed this Agreement and
participated in its drafting and agrees that no provision of this Contract shall be construed against
or interpreted to the disadvantage of a party by reason of such party having or being deemed to
have drafted, structured or dictated such provision or provisions.

46. Subcontractors

Contractor may, with prior written permission from CTS, which consent shall not be unreasonably
withheld, enter into subcontracts with third parties for its performance of any part of Contractor’s
duties and obligations. In no event shall the existence of a subcontract operate to release or reduce
the liability of Contractor to Purchaser for any breach in the performance of Contractor’s duties. For
purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of
Contractor. Contractor shall be liable for any loss or damage to Purchaser, including but not limited
to personal injury, physical loss, harassment of Purchaser employees, or violations of the Patent and
Copyright Indemnification, Protection of Purchaser’s Confidential Information, and Software
Ownership sections of this Contract occasioned by the acts or omissions of Contractor’s
Subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection
of Purchaser’s Confidential Information, Software Ownership, Publicity and Review of
Contractor’s Records sections of this Contract shall apply to all Subcontractors.

47. Assignment

47.1. With the prior written consent of CTS, which consent shall not be unreasonably
withheld, Contractor may assign this Contract including the proceeds hereof, provided
that such assignment shall not operate to relieve Contractor of any of its duties and
obligations hereunder, nor shall such assignment affect any remedies available to
Purchaser that may arise from any breach of the sections of this Contract, or warranties
made herein including but not limited to, rights of setoff.

47.2. CTS may assign this Contract to any public agency, commission, board, or the like,
within the political boundaries of the State of Washington, provided that such
assignment shall not operate to relieve Purchaser of any of its duties and obligations
hereunder.
48. **Publicity**

48.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor’s products by CTS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.

48.2. Contractor agrees to submit to CTS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein CTS’ or Purchaser’s name is mentioned, language is used, or Internet links are provided from which the connection of CTS’ or Purchaser’s name with Contractor’s Products or Services may, in CTS’ or Purchaser’s judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of CTS or Purchaser prior to such use.

49. **Review of Contractor’s Records**

49.1. Contractor and its Subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women’s Business Enterprise participation, protection and use of Purchaser’s Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (6) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.

49.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the CTS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. During this Contract’s term, Contractor shall provide access to these items within Thurston County or the county where Purchaser is located to the extent access in such location is not unduely burdensome. Contractor shall be responsible for any audit exceptions or CTS’ allowed costs incurred by Contractor or any of its Subcontractors.

49.3. Contractor shall incorporate in its subcontracts this section’s records retention and review requirements.

49.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor’s cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser’s review unless the cost or any other material issue under this Contract is calculated or derived from these factors.
General Provisions

50. Patent and Copyright Indemnification

50.1. Contractor, at its expense, shall defend, indemnify, and save CTS and Purchaser harmless from and against any claims against CTS or Purchaser that any Product supplied hereunder, or Purchaser’s use of the Product within the terms of this Contract, infringes any patent, copyright, trade secret, trademark, or other similar proprietary right of a third party worldwide. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys’ fees awarded by a court or incurred by CTS or Purchaser provided that CTS or Purchaser:

- Promptly notifies Contractor in writing of the claim, but CTS’ or Purchaser’s failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and

- Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.

50.2. If such claim has occurred, or in Contractor’s opinion is likely to occur, CTS and Purchaser agree to permit Contractor, at its option and expense, either to procure the right to continue using the Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Product and provide Purchaser a refund. In the case of Product, Contractor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and the Purchaser will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of seven (7) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Contractor.

51. Save Harmless

Contractor shall defend, indemnify, and save CTS and Purchaser harmless from and against any claims, including reasonable attorneys’ fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents. Contractor’s obligations to defend, indemnify, and save CTS and Purchaser harmless shall not be eliminated or reduced by any alleged concurrent CTS or Purchaser negligence.
52. Insurance

52.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to CTS within five (5) Business Days of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at CTS' sole option, result in this Contract's termination.

52.2. The minimum acceptable limits shall be as indicated below, with no deductibles, unless otherwise indicated, for each of the following categories:

- Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident;

- Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease;

- Umbrella policy providing excess limits over the primary policies in an amount not less than $3 million; and

- Professional Liability Errors and Omissions, with a deductible not to exceed $100,000, and coverage of not less than $1 million per occurrence/$2 million general aggregate.

52.3. Contractor shall pay premiums on all insurance policies. CTS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Contractor shall provide a copy of the policy endorsement(s) designating CTS as an additional named insured. Such policies shall also reference this Contract number T12-PCH-739 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to Contractor by the insurer, and Contractor shall forward such notice to CTS immediately.

52.4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

52.5. Contractor shall cause all Subcontractors to furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

52.6. Contractor shall furnish to CTS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate
compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at CTS sole option, result in this Contract’s termination.

52.7. By requiring insurance herein, CTS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor’s liability under the indemnities and reimbursements granted to CTS in this Contract.

53. Industrial Insurance Coverage

Prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an “employer” as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. CTS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

54. Licensing Standards

Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

55. Antitrust Violations

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

56. Compliance with Civil Rights Laws

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor’s noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with the State.

57. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.
58. **Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

59. **Treatment of Assets**

59.1. Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchaser.

59.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

59.3. Contractor shall be responsible for any loss of or damage to property of Purchaser that results from Contractor’s negligence or that results from Contractor’s failure to maintain and administer that property in accordance with sound management practices.

59.4. Upon loss or destruction of, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

59.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

59.6. All reference to Contractor under this section shall also include Contractor’s employees, agents, or Subcontractors.

60. **Contractor’s Proprietary Information**

Contractor acknowledges that CTS and Purchaser are subject to chapter 42.56 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with chapter 42.56 RCW, CTS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor’s Proprietary Information, CTS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, CTS or Purchaser will release the requested information on the date specified.

**Disputes and Remedies**

61. **Disputes**

61.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the CTS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.

61.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within five (5)
Business Days. The initiating party shall have five (5) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have five (5) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after five (5) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within five (5) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next five (5) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and its attorneys' fees and share equally the cost of the third panel member.

61.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

61.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

61.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

62. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

63. Failure to Perform

If Contractor fails to perform any substantial obligation under this Contract, CTS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then CTS or Purchaser may withhold all monies due and payable to Contractor, without penalty to CTS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

64. Limitation of Liability

64.1. The parties agree that Contractor, CTS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim for bodily injury or death caused by such Party, or a claim or demand based on a Date Warranty or No Surreptitious Code Warranty issue or patent, copyright, or other intellectual property right infringement, in which case liability shall
be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled OSHA/WISHA, Termination for Default, and Review of Contractor’s Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

64.2. Contractor, CTS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, CTS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than CTS or Purchaser acting in either its sovereign or contractural capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, CTS, Purchaser, or their respective Subcontractors.

64.3. Neither Contractor, CTS nor Purchaser shall be liable for personal injury to the other party or damage to the other party’s property except personal injury or damage to property proximately caused by such party’s respective fault or negligence.

Contract Termination

65. Termination for Default

65.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the CTS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor’s failure or violation is not so corrected, this Contract may be terminated immediately by written notice from CTS to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.

65.2. In the event of termination of an Order or this Contract by CTS, Purchaser or CTS shall have the right to procure the Services that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the reasonable cost difference between the original Contract/Order price for the Services and the reasonable replacement costs of such Services acquired from another vendor; (ii) if applicable, all reasonable actual administrative costs directly related to the replacement of the Order or Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs; and, (iii) any other reasonable direct costs to Purchaser or CTS resulting from Contractor’s breach. CTS and Purchasers shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe CTS or Purchasers for Contractor’s default.

65.3. If either CTS or Purchaser violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then Contractor shall give CTS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by CTS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser’s Order may be terminated by written
notice from Contractor to Purchaser or, if appropriate, this Contract may be terminated by written notice from Contractor to CTS.

65.4. If the Failure to Perform is without the defaulting party’s control, fault, or negligence, the termination shall be deemed to be a *Termination for Convenience*.

65.5. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

66. **Termination for Convenience**

66.1. When, at the sole discretion of CTS, it is in the best interest of the State, CTS may terminate this Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor; provided, however, Contractor shall be remembursed for its unamortized installation costs and any obligations owed to third parties that cannot be cancelled without penalty. Any other termination charges will be addressed in the Order.

66.2. Purchaser may terminate its Order upon sixty (60) days notice to Contractor. If an Order is so terminated, Purchasers are liable only for payments for Products and Services received and accepted by Purchaser prior to the effective date of termination, as well as any installation costs and any obligations owed to third parties that cannot be cancelled without penalty. Any other termination charges will be addressed in the Order.

67. **Termination for Withdrawal of Authority**

67.1. In the event that CTS or Purchaser’s authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract or any Order and prior to normal completion, CTS may terminate this Contract, or a Purchaser may terminate its Order(s), by thirty (30) Business Days written notice to Contractor. No penalty shall accrue to CTS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit CTS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party. If this Contract is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

67.2. In the event that CTS’ end user customer’s authority to perform any of their duties related to receiving services from CTS through this contract is withdrawn, reduced, or limited in any way after the commencement of a SOW and prior to normal completion, CTS may terminate or amend SOW(s) or individual circuits in Service under this Contract and its associated SOW(s) without penalty upon thirty (30) days prior written notice. This section shall not be construed to permit CTS or its end user customer to terminate SOW(s) in order to acquire similar Services from a third party. If a SOW is terminated pursuant to this Section, CTS is liable only for payments required by the terms of this Contract for Services received and accepted prior to the effective date of termination.

68. **Termination for Non-Allocation of Funds**

68.1. If funds are not allocated to CTS or Purchaser to continue this Contract or Order in any future period, CTS may terminate this Contract or individual circuits in service under
this Contract by seven (7) Business Days written notice to Contractor. CTS or Purchasers will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. CTS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to CTS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit CTS to terminate this Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party. If a circuit is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

68.2. If funds are not allocated to CTS’ end user customer to continue with Service under SOW(s) or Order(s) associated with this Contract in any future period, CTS may amend or terminate the applicable SOW(s) or Order(s) or individual circuits in Service under this Contract. Purchaser will not be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser in the event this section shall be exercised. This section shall not be construed to permit CTS or its end user customer to terminate SOW(s) or Order(s) in order to acquire similar Services from a third party. If a SOW or Order is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

69. Termination for Conflict of Interest

CTS may terminate this Contract, or Purchaser its SOW(s) or Order(s), by written notice to Contractor if CTS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract or any SOW or Order is so terminated, CTS and Purchasers shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Contract or any SOW or Order.

70. Termination Procedure

70.1. In addition to the procedures set forth below, if CTS terminates this Contract, Contractor shall follow any procedures CTS specifies in CTS' Notice of Termination.

70.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Products and Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the Disputes section of this Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.

70.3. Contractor shall pay agreed amounts due Purchaser or CTS as the result of termination within thirty (30) calendar days of notice of the amounts due. If the Parties disagree
regarding such matter the Parties shall resort to the procedures set forth in Section 61 of this Contract. If Contractor fails to make timely payment of agreed amount or after resolution of the dispute, Purchaser or CTS may charge interest on the amounts due at one percent (1%) per month until paid in full.

71. **Covenant Against Contingent Fees**

71.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

71.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser’s discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

**Contract Execution**

72. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

73. **Counterparts**

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

74. **Facsimile Execution**

The parties agree that this Contract may be executed by facsimile signature, and shall be effective as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide original signature pages within ten (10) business days of facsimile execution.

*In Witness Whereof,* the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**Approved**

State of Washington
Consolidated Technology Services

**Signature**

**Approved**

Integra Telecom Holdings, Inc., by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc.

**Signature**

State of Washington
Secondary Transport Ethernet Services
Consolidated Technology Services

27

Contract # T12-PCH-739
Schedule A
Authorized Product and Price List
as of [fill in date]
for
Contract Number T12-PCH-739
with
Integra Telecom Holdings, Inc., by and through its wholly owned subsidiary,
Integra Telecom of Washington, Inc.
Contractor is authorized to sell only the Products and Services listed below under this Contract.

Service Rates

<table>
<thead>
<tr>
<th></th>
<th>Maximum MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors must provide a maximum Monthly Recurring Charge (MRC) for 10 Mb ethernet service.</td>
<td>$900.00</td>
</tr>
</tbody>
</table>

Vendor Trunk Charges

Vendor must provide the total monthly cost for a
100 Mb and 1 Gigabyte aggregation trunk from the vendor Central Office to each DIS node site that vendor proposes to connect to.

Bandwidth Levels

<table>
<thead>
<tr>
<th></th>
<th>100 Mb Ethernet Trunk Charge MRC</th>
<th>1 Gig. Ethernet Trunk Charge MRC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia Node</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Seattle Node</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Spokane Node</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Vancouver Node</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Yakima Node</td>
<td>No Response</td>
<td>No Response</td>
</tr>
</tbody>
</table>
Schedule B
Statement of Work Template

This Statement of Work YY-YY (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and [Contractor Name] ("Contractor"), pursuant to Section XX of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a ______ (X) year term measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.

5. Service Order and Installation
Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3
preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs
Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs display traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW [YY-YY] to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Print or Type Name
Title Date

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Print or Type Name
Title Date
Schedule C

Escalation Procedures

for
Contract Number  T12-PCH-739
with
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Customer Repair Center (CRC) Escalation List

Repair

The Customer Repair Center (CRC) should be contacted for an immediate response to any telecom service problem or outage. Our CRC is staffed 24x7x365 in order to provide prompt trouble ticket resolution. A Trouble Ticket number will be issued while you are on the phone for future reference of the issue.

Expected repair times: Pots < 24hrs, DSL < 4hrs, T-1 or higher bandwidth product < 4hrs

Contact & Escalations

<table>
<thead>
<tr>
<th>Level</th>
<th>Escalation Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Level</td>
<td>Escalation Line: 877-519-5440</td>
</tr>
<tr>
<td></td>
<td>Manager Service Center</td>
</tr>
<tr>
<td>2nd Level</td>
<td>Jeff Walker</td>
</tr>
<tr>
<td></td>
<td>Sr. Manager, Operations Center</td>
</tr>
<tr>
<td></td>
<td>612-436-6608</td>
</tr>
<tr>
<td>3rd Level</td>
<td>Darren Carlson</td>
</tr>
<tr>
<td></td>
<td>Director, Customer Repair Cent</td>
</tr>
<tr>
<td></td>
<td>503-953-7496</td>
</tr>
<tr>
<td>4th Level</td>
<td>Jason Koenders</td>
</tr>
<tr>
<td></td>
<td>VP, Corporate Operations</td>
</tr>
<tr>
<td></td>
<td>503-453-8600</td>
</tr>
</tbody>
</table>
Managed Accounts Customer Contact List

Getting help is easy at Integra Telecom! We value your business and understand that your telecommunication services are an important asset when it comes to the success of your business. Below is a list of helpful contact information.

Account Support & Management Resources

Our Service Managers serve as the primary liaison between Integra Telecom and our customers. Your Service Manager is there to answer any questions that you have related to account maintenance, billing, products and services, repair, and escalations.

**FIRST LEVEL CONTACT**
Donna Eichhorn, Service Manager
D: 503.953.7016 | TF: 866.285.0660 | C: 503.793.7245 | E: Donna.Eichhorn@IntegraTelecom.com

**SECOND LEVEL CONTACT**
Rebecca Koenders, Manager, Managed Accounts
D: 503.953.7171 | C: 503.730.2985 | E: Rebecca.Koenders@IntegraTelecom.com

**THIRD LEVEL CONTACT**
Vanessa Nelson, Director, Managed Accounts
D: 503.953.7630 | C: 503.314.4792 | E: Vanessa.Nelson@IntegraTelecom.com

**FOURTH LEVEL CONTACT**
Jason Mocca, VP Base Management
D: 503.953.7457 | C: 503.307.6313 | E: Jason.mocca@integratelecom.com

**Repair**
Local 503.953.7400 | Toll Free 800.360.4467

The Customer Repair Center (CRC) should be contacted for an immediate response to any telecom service problem or outage. Our CRC is staffed 24x7x365 in order to provide prompt trouble ticket resolution.

**Customer Care**
Local 503.953.7747 | Toll Free or 800.727.8484 | www.integratelecom.com

Our Customer Care number is provided as an additional resource for our customers. Should you require immediate assistance and your Service Manager is unavailable, please call Customer Care.
Schedule D

Authorized Purchasers

for

Contract Number T12-PCH-739

with

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Washington State Consolidated Technology Services

K20 Network Connected Institutions

Washington State Public Baccalaureate Institutions

Washington State Community and Technical Colleges

Washington State Public School Districts

Washington State Educational Services Districts (ESD)

Washington State Public Library Systems

Washington State Cities and Counties

Washington State Port Districts
Supplemental Work Order 13-01

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 13-01 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before December 14, 2012 where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 13-01 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Assistant Director
Title

Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Regional Director Sales
Title

Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OST/SIB</td>
<td>2 Union Square, 6th</td>
<td>Seattle</td>
<td>Olympia</td>
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<td>$450.00</td>
<td>$0</td>
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<td>Union SQ</td>
<td>Floor DEMARC</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
Supplemental Work Order 13-02
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 13-02 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty-five (45) days where facilities exist and ninety (90) days where facilities do not exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 13-02 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title     Date

-approved
Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title     Date

-sd ood 3-7-13
## Attachment 1
### SOW 13-02
### Secondary Ethernet Site List
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS4025</td>
<td>101 S King Street</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$450.00</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 13-03

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 13-03 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before May 1, 2013. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 13-03 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Bruce Short.

Print or Type Name

TSO DD 3-12-13

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title
Date
Attachment 1
SOW 13-03
Secondary Ethernet Site List
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<tr>
<th>Customer Site</th>
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<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS5027</td>
<td>1305 Tacoma Ave S</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>10</td>
<td>$679.00</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 13-05
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 13-05 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

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"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

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Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
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Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

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Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

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In Witness Whereof, the parties hereto, having read this SOW 13-05 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature: [Signature]
Print or Type Name: [Print or Type Name]
Title: [Title]
Date: [Date]

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature: [Signature]
Print or Type Name: [Print or Type Name]
Title: [Title]
Date: [Date]
## Attachment 1
### SOW 13-05
### Secondary Ethernet Site List
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
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<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOROT1704</td>
<td>19800 North Creek Pkwy</td>
<td>Bothell</td>
<td>Olympia</td>
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<td>$950.00</td>
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</tr>
<tr>
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<td>19801 North Creek Pkwy</td>
<td>Bothell</td>
<td>Olympia</td>
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<td></td>
<td>Suite 101</td>
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<td>DORSEA1701</td>
<td>2101 Fourth Ave</td>
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<tr>
<td></td>
<td>Suite 1400</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>DORTAC2701</td>
<td>3315 S 23rd St Suite 300</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$1,200.00</td>
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</tr>
<tr>
<td>DORVAN0601</td>
<td>8008 NE Fourth Plain Blvd</td>
<td>Vancouver</td>
<td>Olympia</td>
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</tr>
<tr>
<td></td>
<td>Suite 320</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Supplemental Work Order 13-06
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 13-06 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

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In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

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"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

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2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

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In Witness Whereof, the parties hereto, having read this SOW 13-07 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

BRUCE SHURTZ
Print or Type Name

ASSISTANT DIRECTOR, TSD 4-17-13
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Trent S. Anderson
Print or Type Name

VP Sales Government & Education 4-17-13
Title Date
Attachment 1  
SOW 13-06  
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Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<tbody>
<tr>
<td>DOCLRK1</td>
<td>12200 Bordeaux Rd SW</td>
<td>Olympia</td>
<td>Olympia</td>
<td>10</td>
<td>$875.00</td>
<td>$0</td>
</tr>
<tr>
<td>DOCVAN1</td>
<td>8008 NE Fourth Plain Blvd</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
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Supplemental Work Order 13-07

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

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Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title

Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title

Date
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Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<td>21 N 1st Ave</td>
<td>Yakima</td>
<td>Olympia</td>
<td>100</td>
<td>$1,850.00</td>
<td>$0</td>
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9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 13-04 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Title

Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title

Date
Attachment 1
SOW 13-04
Secondary Ethernet Site List
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECYPBFO</td>
<td>10441 Bayview Edison Rd</td>
<td>Mt. Vernon</td>
<td>Olympia</td>
<td>100</td>
<td>$1,350.00</td>
<td>$0</td>
</tr>
</tbody>
</table>
Amendment Number 14-01

to

Contract Number T12-PCH-739

for Secondary Transport Ethernet Services

In accordance with Provision 40 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 ("Contract"), this Amendment Number 14-01 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

Schedule A

Authorized product and pricelist

<table>
<thead>
<tr>
<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 Mb</td>
<td>$900.00</td>
</tr>
<tr>
<td>100 Mb</td>
<td>$2100.00</td>
</tr>
</tbody>
</table>

Vendor Aggregation Trunks to CTS locations (Node sites)

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>100 Mb Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
<th>1 G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
<th>10 G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olympia Node</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Seattle Node</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Spokane Node</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Vancouver Node</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Yakima Node</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
</tbody>
</table>
All other provisions of Contract Number T12-PCH-739 shall remain in full force and effect.

This amendment 14-01 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

Molly A. O’Donnell
Signature

Molly A. O’Donnell
Printer/Type Name
Assistant Director 7/18/13

Approved
Integra Telecom Holdings, Inc., by
and through Integra Telecom of
Washington, Inc.

Signature

Jason C. Muir
Printer/Type Name
VP, Service Delivery 7/11/2013

State of Washington
Consolidated Technology Services

Contract Number T12-PCH-739
Amendment Number 14-01
Supplemental Work Order 14-08
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 14-08 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist and ninety (90) days where facilities do not exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 14-08 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell
Print or Type Name: Molly O'Donnell
Title: Director, TSD
Date: 9/4/13

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
Mike Hiebsh
Print or Type Name: Mike Hiebsh
Title: Director of Bid Mgt
Date: 8-12-13
## Secondary Ethernet Site List

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTS</td>
<td>500 1st Avenue, 2nd FL POP</td>
<td>Seattle</td>
<td>Seattle</td>
<td>10</td>
<td>$700.00</td>
<td>$0</td>
</tr>
</tbody>
</table>
In accordance with Provision 40 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 ("Contract"), this Amendment Number 14-02 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

## Schedule A

**Authorized product and pricelist**

<table>
<thead>
<tr>
<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Mb</td>
<td>$900.00</td>
</tr>
<tr>
<td>10 Mb</td>
<td>$900.00</td>
</tr>
<tr>
<td>20 Mb</td>
<td>$1,950.00</td>
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<tr>
<td>30 Mb</td>
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<tr>
<td>3G</td>
<td>$9,900.00</td>
</tr>
</tbody>
</table>
Vendor Aggregation Trunks to CTS locations (Node sites)

<table>
<thead>
<tr>
<th>CTS location (Node site)</th>
<th>100 Mb Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
<th>500 Mb Tier 1G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
<th>1G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
<th>5G Tier 10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
<th>10G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Olympia</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Pullman</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Seattle</td>
<td>Included</td>
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<td>Included</td>
</tr>
<tr>
<td>Spokane</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Yakima</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Vancouver</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
</tr>
</tbody>
</table>

All other provisions of Contract Number T12-PCH-739 shall remain in full force and effect.

This amendment 14-02 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

Signature

[Signature]

Print or Type Name
Molly O'Donnell

Assistant Director
10/28/13

EVP of Sales

Contract Number T12-PCH-739
Amendment Number 14-02
Supplemental Work Order 2
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 2 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 2 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Molly A. O' Donnell
Assistant Director 11/4/18

Molly O'Donner
Print or Type Name

Bill H. Olsen

Print or Type Name

Title

Print or Type Name

Date
### Secondary Ethernet Site List

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAMBSPO</td>
<td>901 N Monroe St Ste 240</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$449.40</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 4
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 4 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an 18 month term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 2 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Print or Type Name
Molly O’Donnell

Title
Asst. Director

Date
11/26/12

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name
Martha Tate

Title
VP, Government & Education

Date
November 25, 2013
## Secondary Ethernet Site List

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TierPoint</td>
<td>23403 E Mission Ave</td>
<td>Liberty Lake</td>
<td>Spokane</td>
<td>1</td>
<td>$2300.00</td>
<td>$161.00</td>
<td>$0</td>
</tr>
</tbody>
</table>
AMENDMENT NO.3 TO SUPPLEMENTAL WORK ORDER

This Amendment No.3 (this "Amendment") is entered into and made effective as of the date of the last signature below ("Amendment Effective Date"), by and between State of Washington, Consolidated Technology Services ("CTS") and Integra Telecom Holdings, Inc. and its Wholly Owned Subsidiaries ("Contractor"). Capitalized terms not defined herein shall have the meanings set forth in the Agreement. CTS and Contractor are each referred to as a "Party" and, collectively, as the "Parties."

RECITALS:

WHEREAS, CTS and Contractor entered into that certain Contract Number T12-PCH-739 for Secondary Transport Ethernet Services (the "Contract"), on June 25, 2012;

WHEREAS, the Parties entered that certain Supplemental Work Order 13-06, dated April 17, 2013 and thereafter as amended from time to time by the Parties (collectively, the "SOW").

WHEREAS, in accordance with the requirements of the Contract, the Parties now desire to amend the SOW as set forth herein:

1. Secondary Ethernet Site List: As of the Amendment Effective Date, the Parties hereto agree to amend the SOW by deleting, in its entirety, the following line from the Secondary Ethernet List included in Attachment 1 to the SOW:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>MB</th>
<th>Monthly Recurring Costs ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCLRK1</td>
<td>12200 Bordeaux Rd SW</td>
<td>Olympia</td>
<td>Olympia</td>
<td>10</td>
<td>$875.00</td>
<td>$0</td>
</tr>
</tbody>
</table>

2. General: This Amendment amends certain terms and conditions of the SOW. All other terms and conditions of the SOW shall remain unchanged by this Amendment and shall remain in full force and effect. In the event of a conflict between the terms and conditions contained in this Amendment and the SOW, the terms and conditions of this Amendment shall control.

[Signature page follows]
IN WITNESS WHEREOF, the Parties execute this Amendment.

CTS:

STATE OF WASHINGTON, CONSOLIDATED TECHNOLOGY SERVICES

By: [Signature]  
Name: Molly O'Donnell  
Title: Assistant Director  
Date: 12/30/13

Contractor:

INTEGRA TELECOM HOLDINGS, INC. AND ITS WHOLLY OWNED SUBSIDIARIES

By: [Signature]  
Name: Martha Tate  
Title: VP, Government & Education Sales  
Date: December 12, 2014
Supplemental Work Order 6
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 6 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access
Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 6 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O’Donnell
Assistant Director

Print or Type Name

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Martha Tate

Print or Type Name

VP, Wholesale and GES

January 14, 2014

Date
## Secondary Ethernet Site List

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Terminating Node Site</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
<th>Non-Recurring Charges (NRC) Install Charge ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS4016</td>
<td>1737 Airport Way</td>
<td>Seattle</td>
<td>1511 3rd Ave 6th Fl, Seattle, WA 98101</td>
<td>10</td>
<td>$450.00</td>
<td>$31.50</td>
<td>$0</td>
</tr>
</tbody>
</table>
Amendment Number 5

to
Contract Number T12-PCH-739
for Secondary Transport Ethernet Services

In accordance with Provision 40 (Authority of Modifications and Amendments) of Contract Number T12-PCH-739 ("Contract"), this Amendment Number 5 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Integra Telecom Holdings, Inc. by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:


All other provisions of Contract Number T12-PCH-739 shall remain in full force and effect.

This Amendment 5 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell
Print or Type Name
Asst Director

Approved
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate
Print or Type Name
VP, Wholesale and GES

Title
Date
1/15/14
Supplemental Work Order 7

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 7 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Molly O’Donnell
Print or Type Name
Assistant Director
Title
Date

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, Government & Education
Title
Date

2/17/2014

2/20/14
## Secondary Ethernet Site List

**Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.**

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOTYAK</td>
<td>9 S 5th Ave</td>
<td>Yakima</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
</tr>
<tr>
<td>LOTSPO</td>
<td>10517 E Sprague Ave</td>
<td>Spokane Valley</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
</tr>
</tbody>
</table>
Supplemental Work Order 8  

to  

Contract Number T12-PCH-739  

for  

Secondary Transport Ethernet Services

This Statement of Work 8 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 8 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly A. O’Donnell
Print or Type Name
Asst. Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, Government and Education

Title
Date
### Secondary Ethernet Site List

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
<th>NRC ($)</th>
<th>NRC Taxes ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS2003</td>
<td>525 5th St</td>
<td>Clarkston</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
<td>$50.40</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS2040</td>
<td>116 N 3rd St</td>
<td>Dayton</td>
<td>Olympia</td>
<td>10</td>
<td>$875.00</td>
<td>$61.25</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS3009</td>
<td>3000 Rockefeller Ave Admin East 6th Fl</td>
<td>Everett</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS3020</td>
<td>311 Grand Ave Ste 201</td>
<td>Bellingham</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS4011</td>
<td>1211 E Alder</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS4039</td>
<td>516 3rd Ave 4th Fl</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS4052</td>
<td>724 W Smith St Ste 101</td>
<td>Kent</td>
<td>Olympia</td>
<td>10</td>
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<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS5013</td>
<td>949 Court E Fawcett Plaza #1</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS6005</td>
<td>421 5th Ave</td>
<td>Forks</td>
<td>Olympia</td>
<td>10</td>
<td>$875.00</td>
<td>$61.25</td>
<td>$3,250.00</td>
<td>$273.00</td>
</tr>
<tr>
<td>DSHS6028</td>
<td>311 W 11th Ave</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS6034</td>
<td>871 11th Ave Ste 2</td>
<td>Longview</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
<td>$50.40</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>DSHS6057</td>
<td>915 Sheridan St</td>
<td>Port Townsend</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
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<td>$0</td>
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<tr>
<td>DSHS6102</td>
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<td>Vancouver</td>
<td>Olympia</td>
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<td>$0</td>
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<tr>
<td>DSHS6106</td>
<td>800 Franklin St Ste 100</td>
<td>Vancouver</td>
<td>Olympia</td>
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<td>$400.00</td>
<td>$28.00</td>
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<td>$0</td>
</tr>
<tr>
<td>DSHS6109</td>
<td>305 Pacific Ave S</td>
<td>Kelso</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
<td>$50.40</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 9  
to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 9 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly A. O'Donnell
VP, Government and Education 2/19/2014

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate
VP, Government and Education 2/19/2014
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
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<td>Olympia</td>
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<td>Puyallup</td>
<td>Olympia</td>
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<td>$56.00</td>
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Supplemental Work Order 10
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 10 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 10 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly A. O'Donnell

Print or Type Name
Asst Director 2/25/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, Government and Education 2/19/2014
Attachment 1
SOW 10
T14-RFQ-022
Secondary Ethernet Site List
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6047</td>
<td>235 W 1st</td>
<td>Port Angeles</td>
<td>Olympia</td>
<td>100</td>
<td>$1,550.00</td>
<td>$108.50</td>
</tr>
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</table>
Supplemental Work Order 11

to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 11 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**  
Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**  
Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**  
As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**  
Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**  
Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi Route Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 11 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell
Print or Type Name
Assistant Director

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate
Print or Type Name
VP, Government & Education

Title
Date
2/25/2014
### Secondary Ethernet Site List

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OAHVAN</td>
<td>11018 NE 51st Circle</td>
<td>Vancouver</td>
<td>Olympia</td>
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</table>
Supplemental Work Order 13

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 13 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service - Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 13 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Print or Type Name
Assistant Director 3/24/14
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name
VP, CES 3/5/14
Title Date
Attachment 1  
SOW 13  
Secondary Ethernet Site List  
T14-RFQ-022  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
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<tbody>
<tr>
<td>GOV-OEO</td>
<td>155 NE 100th St #210</td>
<td>Seattle</td>
<td>Olympia</td>
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Supplemental Work Order 14
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 14 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

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8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 14 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell
Print or Type Name
Asst Director
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
MARTHA TATE
Print or Type Name
Date

Title
4/1/14

Title
4/1/19
Attachment 1  
SOW 14  
Secondary Ethernet Site List  
T14-RFQ-076  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
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<th>Customer Site</th>
<th>Address</th>
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<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
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<tr>
<td>LNIKEL</td>
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<td>Olympia</td>
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<td>Ste 120</td>
<td>Vancouver</td>
<td>10</td>
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</tbody>
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Supplemental Work Order 15  

to  

Contract Number T12-PCH-739 

for  

Secondary Transport Ethernet Services

This Statement of Work 15 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a month to month term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multiroouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 15 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell
Print or Type Name
Assistant Director

[Date]
4/10/14
Title

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate
Print or Type Name
V.P. COO

[Date]
3/20/2014
Title
Attachment 1  
**SOW 15**  
**Secondary Ethernet Site List**  
T14-RFQ-076  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
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<tbody>
<tr>
<td>DSHS6026</td>
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<td></td>
<td></td>
<td></td>
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<td>Vancouver</td>
<td>Olympia</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Supplemental Work Order 16

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 16 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 16 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Signature

Main O'Donnell
Print or Type Name

Assistant Director 4/10/14
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
Signature

Va. C. S.
Print or Type Name

Title Date 3/26/14

Attachment 1
SOW 16
Secondary Ethernet Site List
T14-RFQ-076
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6125</td>
<td>13600 NE 9th St</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$800.00</td>
<td>$56.00</td>
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</tbody>
</table>
Supplemental Work Order 17
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 17 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 17 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Molly O'Donnell
Assistant Director 4/6/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

MARTHA TATE
VP, CTS 3/24/2014
Attachment 1  
SOW 17  
Secondary Ethernet Site List  
T14-RFQ-078  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>Monthly Recurring Costs ($)</th>
<th>MRC Taxes ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS1018</td>
<td>1313 N Maple St</td>
<td>Spokane</td>
<td>Olympia</td>
<td>100</td>
<td>$800.00</td>
<td>$56.00</td>
</tr>
</tbody>
</table>
Supplemental Work Order 18
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 18 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
   In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:
   
   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739
   
   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.
   
   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.
   
   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
   This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
   Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 18 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director

Date: 4/14/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate

Date: 3/26/14
# Attachment 1

SOW 18

Secondary Ethernet Site List

T14-RFQ-078

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
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<tbody>
<tr>
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<td>Goldendale</td>
<td>Olympia</td>
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<td>$4,920.00</td>
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</tr>
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</table>
Supplemental Work Order 12
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 12 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 12 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

[Signature]

**molly o'donnell**  
Print or Type Name

**Assistant Director  4/15/14**  
Title Date

---

**Approved**

Integra Telecom Holdings, Inc., by and through  
Integra Telecom of Washington, Inc.

[Signature]

**martha tate**  
Print or Type Name

**VP, CTO  4/9/2014**  
Title Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
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Supplemental Work Order 19

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 19 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation
Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements
Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs
Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof,** the parties hereto, having read this SOW 19 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

**Approved**

State of Washington
Consolidated Technology Services

Molly O'Donnell
Signature

Molly O'Donnell
Print or Type Name

Assistant Director 4/5/14
Title Date

**Approved**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
Signature

MARTHA TATE
Print or Type Name

VP, CTS 4/17/2014
Title Date
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<th>Customer Site</th>
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Supplemental Work Order 20
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 20 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 20 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Connell
Signature

Molly O'Connell
Print or Type Name

Assistant Director 4/5/14
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
Signature

Martha Tate
Print or Type Name

VP, GES 4/4/2014
Title Date
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Supplemental Work Order 23

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 23 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. Term of Service - Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 23 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Title
Date
4/22/14

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, SALES

Title
Date
4/21/14
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<th>Customer Site</th>
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Supplemental Work Order 22

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 22 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 22 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell

Signature

Print or Type Name
Assistant Director
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate

Signature

Print or Type Name
VP, Sales
Title
Date
Attachment 1  
SOW 22  
Secondary Ethernet Site List  
T14-RFQ-083  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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Supplemental Work Order 21
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 21 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 21 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Signature
Print or Type Name
Assistant Director
Title
4/12/14
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Martha Tate
Signature
Print or Type Name
VP, Sales
Title
4/11/14
Date
Attachment 1
SOW 21
Secondary Ethernet Site List
T14-RFQ-083
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<tr>
<th>Customer Site</th>
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<th>MRC Taxes</th>
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<tbody>
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Supplemental Work Order 26
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 26 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 26 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Molly O'Donnel
Signature
Molly O'Donnel
Print or Type Name
Assistant Director
Title
2/17/14
Date

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, GES
Title
4/29/2014
Date
Attachment 1  
SOW 26  
Secondary Ethernet Site List  
T14-RFQ-094  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<th>Customer Site</th>
<th>Address</th>
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<th>MRC</th>
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Supplemental Work Order 27
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 27 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access
Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs
Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 27 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Asset Director 5/14/14

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES 5/7/2014

Title
Date
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
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<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
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<th>MRC Taxes</th>
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Supplemental Work Order 28
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 28 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 28 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell
Print or Type Name
Assistant Director 5/9/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, GES 5/13/2014
Title
Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
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<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 29

to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 29 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 29 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Molly O'Donnell

[Print or Type Name]
Assistant Director TSD

[Date]

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Martha Tate

[Print or Type Name]
VP, GES

[Date] 5/15/2014
### Secondary Ethernet Site List

**Attachment 1**  
**SOW 29**  
**Secondary Ethernet Site List**  
**T14-RFQ-023**  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<th>MRC Taxes</th>
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<tr>
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<td>3252 NE 3rd Ste 5</td>
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Amendment 24
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 24 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS from SWO 8. Now, therefore, the parties agree to amend the Supplemental Work Order 8 to reflect the change.

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1. All other provisions of Contract T12-PCH-739, as previously amended, and SWO 8, as previously amended, shall remain in full force and effect.

This Amendment 24 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Print or Type Name, Title
Molly O'Donnell, Asst.
Date: 5/21/14

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name, Title
Martha Tate, VP GES
Date: 5/20/2014
Supplemental Work Order 25
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 25 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 25 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Molly O'Donnell
Print or Type Name

Assistant Director 4/30/14
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Martha Tate
Print or Type Name

VP, Sales 4/28/2014
Title Date
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Supplemental Work Order 30
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 30 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature

Martha Tate

Print or Type Name
VP, GES

Title
Date

6/11/2014
Attachment 1
SOW 30
Secondary Ethernet Site List
T14-RFQ-095
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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Supplemental Work Order 31
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 31 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 31 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O’Donnell
Signature
Molly O’Donnell
Print or Type Name
Assistant Director 6/15/14
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Marta Tate
Signature
Marta Tate
Print or Type Name
VP, GES 6/10/2014
Title Date
<table>
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<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
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<td>$56.00</td>
<td>$0</td>
<td>$0</td>
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</tr>
</tbody>
</table>
Supplemental Work Order 32

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 32 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SOW 32 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

MOLLY O'DONNELL
Print or Type Name

Martha Tate
Print or Type Name

VP, GES 6/17/2014
Title Date

---

**Approved**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Martha Tate
Print or Type Name

VP, GES 6/17/2014
Title Date
Attachment 1  
SOW 32  
Secondary Ethernet Site List  
T14-RFQ-102  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS4043</td>
<td>132 S Spokane St</td>
<td>Seattle</td>
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<td>10</td>
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<td>$45.50</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 33

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 33 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 33 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

MOLLY O’DONNELL
Print or Type Name

Signature

Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
Print or Type Name

Signature

Title Date
## Attachment 1

**SOW 33**

**Secondary Ethernet Site List**

**T14-RFQ-102**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site A</th>
<th>Address</th>
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<th>Address</th>
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<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
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</thead>
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<tr>
<td>LTS-DSHS3003</td>
<td>1720 Ellis St, Bellingham</td>
<td>CTSSEA02</td>
<td>1511 3rd Ave Ste 600, Seattle</td>
<td>10</td>
<td>$390.00</td>
<td>$27.30</td>
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Supplemental Work Order 34
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 34 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 34 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

MOLLY O’DONNELL
Print or Type Name
ASSISTANT DIRECTOR  6/30/14
Title  Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
Print or Type Name
VP, GES  6/25/2014
Title  Date
### Secondary Ethernet Site List

**T14-RFQ-102**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSH4049</td>
<td>810 28th St NE</td>
<td>Auburn</td>
<td>Olympia</td>
<td>10</td>
<td>$630.00</td>
<td>$44.10</td>
<td>$0</td>
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</table>
Supplemental Work Order 36
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 36 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 36 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O’Donnell
Assistant Director

VP, GES
7/7/2014

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title

Date

Martha Tate
VP, GES
7/7/2014
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6008</td>
<td>720 Sleater-Kinney SE</td>
<td>Lacey</td>
<td>Olympia</td>
<td>10</td>
<td>$390.00</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Amendment 35  
for  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 35 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 11. Now, therefore, the parties agree to terminate Supplemental Work Order 11 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 35 shall be effective as of the date signed by CTS.

Approved  
State of Washington,  
Consolidated Technology Services

Approved  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature:  
Molly O'Donnell, Asst. Director

Print or Type Name, Title:  
Molly O'Donnell, Asst. Director

Date:  
7/8/14

Signature:  
Martha Tate

Print or Type Name, Title:  
Martha Tate, VP, CTS

Date:  
7/1/2014
Supplemental Work Order 36

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 36 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 36 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

MOLLY O’DONNELL
Print or Type Name

Assistant Director  7/7/2014
Title Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Martha Tate
Print or Type Name

VP, GES  7/7/2014
Title Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 37
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 37 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 37 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Molly O'Donnell
Assistant Director 8/19/14

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate
VP, GES 8/19/14

Print or Type Name
Date
Title

Print or Type Name
Date
Title
Attachment 1  
SOW 37  
Secondary Ethernet Site List  
T14-RFQ-120  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
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Supplemental Work Order 38

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 38 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 38 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
MOLLY O’DONNELL

Print or Type Name
ASSISTANT DIRECTOR

Date
8/20/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Date
8/19/2014
Attachment 1  
SOW 38  
Secondary Ethernet Site List  
T14-RFQ-120  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 39

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 39 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 39 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Print or Type Name

Assistant Director

Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature

Print or Type Name

VP, GES

Date
Attachment 1  
SOW 39  
Secondary Ethernet Site List  
T14-RFQ-120  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
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<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Amendment 40
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 40 ("Amendment 40") is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

WHEREAS, the purpose of this Amendment 40 is to amend certain Service Installation Commitments set forth in the Contract.

WHEREAS, the parties hereto desire to amend the Contract to amend the terms, as of the Effective Date, as more fully set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

1. Test Service Implementations. Section 11.1 of the Contract is hereby deleted in its entirety and replaced with the following:

   CTS and Contractor hereby agree that for a mutually agreed-upon test period specified in the SOW, to install evaluation Services at no cost to Purchaser. At the successful conclusion of the test period, at CTS discretion, the Services may be moved into full installation and activation in accordance with SOWs and Orders and Contractor may commence billing for the Service. The Contractor agrees to assume sole responsibility for all costs associated with the Services during the Test Service Implementation.

   Contractor agrees to install test circuit(s) provided pursuant to this Section within 45 days of execution of an SOW or Order where facilities already exist. Where facilities do not exist Services are expected within 90 days of execution of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall immediately notify CTS, and CTS and Contractor shall work on a case to case basis for a timely resolution.

   Services provided herein are subject to network infrastructure availability and may require the expenditure of capital funds by Contractor to provide Services ("Funding"). If a location for an Order requires Funding, Contractor will provide Services only if Funding has been approved by Contractor on an Order as evidenced on the signature page of the Order. Such approval will be granted at the sole discretion of Contractor. In the event the required Funding is not approved, Contractor agrees to cooperate with CTS in good faith to develop an alternative solution.
2. **Service Installation.** Section 27 of the Contract is deleted in its entirety and replaced as follows:

Vendor must agree to have the Services installed, tested and ready for CTS' acceptance at the sites on or before forty five (45) days, where facilities already exist from the placement of an order. Where facilities do not exist, Service is expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Contractor shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate delivery, installation, testing, and making operational all items necessary to provide the Services described. Vendor must notify end user customers of scheduled installations prior to arrival at the site. Vendors must notify the CTS Network Control Center (NCC) when testing/completing installation of Service.

Vendors must notify end user customers of scheduled installations at least 24 hours prior to arrival at the site.

Vendors must notify and work with the CTS Network Control Center (NCC) when testing/completing installation of service.

3. **Schedule B (Statement of Work Template).** Section 5 of Schedule B of the Contract is deleted in its entirety and replaced with:

Vendor agrees to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

4. **No Other Changes.** Except as otherwise agreed to in this Amendment, and any and all previous amendments duly put in place between the parties, all other provisions of the Contract T12-PCH-739 shall remain in full force and effect.

[Signature page follows]
This Amendment 40 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Molly O'Donnell, Asst. Director
Print or Type Name, Title
Date: 12/18/14

Signature

Martha Tate
VP, GES
Print or Type Name, Title
Date: 12/8/2014

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.
Supplemental Work Order 41
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 41 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 41 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Molly O'Donnell
Print or Type Name
Assistant Director 9/4/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Martha Tate
Print or Type Name
VP, GES 9/2/2014
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 42
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 42 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 42 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature: Molly O'Hern
Print or Type Name: Molly O'Hern
Title: Assistant Director
Date: 9/9/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature: [Signature]
Print or Type Name: Martha Tate
Title: VP, GES
Date: 9/5/14
### Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 44
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 44 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 44 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
VP, GES

Signature

Print or Type Name

Title

9/9/2014

Date
### Secondary Ethernet Site List

**Attachment 1**

**SOW 44**

**T15-RFQ-006**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
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<th>Node</th>
<th>Mb</th>
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<th>MRC Taxes</th>
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Supplemental Work Order 43
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 43 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

• For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

• For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

• Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 43 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O’Donnell

Print or Type Name
Assistant Director

Date
9/17/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Date
9/15/2014
### Secondary Ethernet Site List

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 45
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 45 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 45 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director

9/18/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
VP, GES

9/17/2014
<table>
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<th>Customer Site</th>
<th>Address</th>
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<th>MRC Taxes</th>
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Amendment 46
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 46 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 41. Now, therefore, the parties agree to terminate Supplemental Work Order 41 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 46 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

Molly O’Donnell, Assistant Director

Print or Type Name, Title
Date: 9/24/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Martha Tate, VP GES

Print or Type Name, Title
Date: 9/23/2014
Supplemental Work Order 47
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 47 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 47 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

9/23/2014
### Secondary Ethernet Site List

**T15-RFQ-006**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD0601</td>
<td>5411 E Mill Plain Blvd Bldg 3 Ste B</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$1,300.00</td>
<td>$91.00</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 48
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 48 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multiroter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 48 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
VP, GES

Title Date

Print or Type Name
Signature

10/1/2014

Print or Type Name

Date
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
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<td>7509 S 5th St Unit A</td>
<td>Ridgefield</td>
<td>Olympia</td>
<td>10</td>
<td>$790.00</td>
<td>$55.30</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Amendment 49
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 49 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DOL from SWO 43. Now, therefore, the parties agree to amend the Supplemental Work Order 43 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC2112</td>
<td>801 NW Kerron St</td>
<td>Winlock</td>
<td>Olympia</td>
<td>10</td>
<td>$790.00</td>
<td>$55.30</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

2. All other provisions of Contract T12-PCH-739, as previously amended, and SWO 43, as previously amended, shall remain in full force and effect.

This Amendment 49 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Molly O’Donnell, Assistant Director

Print or Type Name, Title
Date: 10/20/14

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate, VP GES

Print or Type Name, Title
Date: 10/13/2014
Supplemental Work Order 50
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 50 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 50 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Title

10/20/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title

10/13/2014

Date
Attachment 1
SOW 50
Secondary Ethernet Site List
T14-RFQ-128
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNIYAK</td>
<td>15 W Yakima</td>
<td>Yakima</td>
<td>Olympia</td>
<td>100</td>
<td>$790.00</td>
<td>$55.30</td>
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<tr>
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</table>
Supplemental Work Order 51
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 51 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation
Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements
Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs
Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 51 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director

Print or Type Name

Signature

(Date)

Title

Print or Type Name

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Martha Tate
VP, GES

Print or Type Name

(Date)

Title

Print or Type Name
### Attachment 1
SOW 51
Secondary Ethernet Site List
T15-RFQ-017
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNITAC</td>
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<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$800.00</td>
<td>$56.00</td>
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</table>
Supplemental Work Order 52
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 52 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 52 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

11/18/2014
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
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Supplemental Work Order 55
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 55 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
   In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:
   
   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.
   
   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.
   
   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.
   
   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
   This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
   Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANS

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 55 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director

12/8/14

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Martha Tate
VP, GES

12/2/2014
Attachment 1
SOW 55
Secondary Ethernet Site List
T15-RFQ-030
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNIVAN</td>
<td>312 SE Stonemill Dr Ste 120</td>
<td>Vancouver</td>
<td>Olympia</td>
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Supplemental Work Order 53
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 53 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SOW 53 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

Signature  
Molly O’Donnell

Print or Type Name  
Assistant Director

Title  
Date

---

**Approved**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature  
Martha Tate

Print or Type Name  
VP, Sales

Title  
Date
Attachment 1
SOW 53
Secondary Ethernet Site List
T15-RFQ-021
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
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Supplemental Work Order 54

to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 54 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 54 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell

Print or Type Name
Assistant Director

12/15/14
Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Marta Tate

Print or Type Name
VP, Sales

11/24/14
Title Date
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<th>Customer Site</th>
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Supplemental Work Order 56
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 56 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon service Installation, the date of which shall be the "Service Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 56 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell
Assistant Director
12/11/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
VP, GES
12/9/2014
## Attachment 1
SOW 56
Secondary Ethernet Site List
T15-RFQ-022
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
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<th>Customer Site</th>
<th>Address</th>
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<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LTS-OSPI</td>
<td>600 Washington St</td>
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Supplemental Work Order 57
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 57 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 57 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell

Print or Type Name
Assistant Director

Date
12/16/14

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Date
12/15/2014
Attachment 1
SOW 57
Secondary Ethernet Site List
T15-RFQ-030
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNIWEN</td>
<td>519 Grant Rd</td>
<td>East Wenatchee</td>
<td>7273 Linderson Way SW, Tumwater</td>
<td>100</td>
<td>$2,100.00</td>
<td>$147.00</td>
<td>$12,528.00</td>
<td>$876.96</td>
</tr>
</tbody>
</table>
Supplemental Work Order 58

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 58 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 20 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist a time cannot be determined as the circumstances may vary from case to case. It is the Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SOW 58 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services

Molly O'Donnell  
Assistant Director  
1-16-15

**Approved**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate  
VP, GES  
1/5/2015
### Secondary Ethernet Site List

**T14-RFQ-102**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC3224</td>
<td>13126 W Sunset Highway</td>
<td>Airway Heights</td>
<td>Olympia</td>
<td>10</td>
<td>$750.00</td>
<td>$52.50</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 59
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 59 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

- "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739
- "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.
- "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.
- "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 59 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Molly O'Donnell
Print or Type Name
Assistant Director
Title
1-16-15
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, GES
Title
1/7/2015
Date
## Customer Site Address Location Node Mb MRC MRC Taxes NRC NRC Taxes

| LTS-DSHS1010 | 1313 N Atlantic | Spokane | Olympia | 100 | $750.00 | $52.50 | $0 | $0 |
Supplemental Work Order 61
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 61 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 61 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Molly O'Donnell

Print or Type Name
Assistant Director

Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate

Print or Type Name

Title Date
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk SWO</th>
</tr>
</thead>
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<td>DSHS4014</td>
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<td>Seattle</td>
<td>Olympia</td>
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<td>$750.00</td>
<td>$52.50</td>
<td>$0</td>
<td>12</td>
</tr>
</tbody>
</table>
Amendment Number 60

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

In accordance with Provision 40 Authority for Modifications and Amendments of Contract T12-PCH-739, this Amendment number 60 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra telecom Holdings, Inc. by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc. (Contractor).

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:


All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 60 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Molly O'Donnell
Print or Type Name

Assistant Director
Title

2/10/15
Date

Approved
Integra Telecom of Washington, Inc.

[Signature]

Martha Tate
Print or Type Name

VP, GES
Title

1/25/2015
Date

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 60
Supplemental Work Order 62

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 62 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an 18 month term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before March 8, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. In the event CTS does not provide the ASV a signature ready SWO by February 11, 2015, CTS reserves the right to offset the monetary penalties by each day past February 11th it takes CTS to produce the SWO. CTS is under no obligation to offset or exercise any of the aforementioned remedies. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.
9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 62 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature

Martha Tate
Print or Type Name

VP, GES
Title
2/25/2015
Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk SWO</th>
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<td>$700.00</td>
<td>$49.00</td>
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Supplemental Work Order 63
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 63 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for an four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before May 1, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 63 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

2/25/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Martha Tate

Print or Type Name

Title

Date

2/25/2015
Attachment 1
SOW 63
Secondary Ethernet Site List
T15-RFQ-049
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
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Supplemental Work Order 64
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 64 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

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1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

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- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

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8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

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In Witness Whereof, the parties hereto, having read this SOW 64 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, GES
Title
Date
Attachment 1  
SOW 64  
Secondary Ethernet Site List  
T15-RFQ-045  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
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Supplemental Work Order 65  
to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 65 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

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"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

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Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment I.
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In Witness Whereof, the parties hereto, having read this SOW 65 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title

Date

3/2/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title

Date

3/2/15
Attachment 1
SOW 65
Secondary Ethernet Site List
T15-RFQ-049
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
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<th>Customer Site</th>
<th>Address</th>
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<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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<th>Trunk SWO</th>
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</thead>
<tbody>
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<td>Spokane</td>
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Supplemental Work Order 66
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

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4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
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entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title

3/9/15
Date

Approved

Integra Telecom Holdings, Inc., by and through 
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

Title

3/4/2015
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<tbody>
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<td>Olympia</td>
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<td>$54.60</td>
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Supplemental Work Order 67
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 67 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

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necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 67 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

signature
Doug Hoffer

Print or Type Name: Assistant Director
Date: 3/20/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

signature
Martha Tate

Print or Type Name: VP, GES
Date: 3/6/2015
### Secondary Ethernet Site List

**Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.**

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS1074</td>
<td>956 S Main St</td>
<td>Colville</td>
<td>Olympia</td>
<td>10</td>
<td>$670.00</td>
<td>$46.90</td>
<td>$0</td>
<td>12</td>
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</tbody>
</table>
Supplemental Work Order 68
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 68 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before April 28, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 68 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title

Date

3-26-15

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name

Title

Date

VP, GES

3/18/2015

Date
Attachment 1  
SOW 68  
Secondary Ethernet Site List  
T15-RFQ-053  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC0901</td>
<td>213 S</td>
<td>Rainier</td>
<td>Waterville</td>
<td>Olympia</td>
<td>10</td>
<td>$410.00</td>
<td>$28.70</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
Supplemental Work Order 69  

to.  

Contract Number T12-PCH-739  

for  

Secondary Transport Ethernet Services

This Statement of Work 69 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 69 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer
Print or Type Name
Assistant Director
Title
Date

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate
Print or Type Name
VP, GES
Title
Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk SWO</th>
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</thead>
<tbody>
<tr>
<td>DOLC1728</td>
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<td></td>
<td></td>
</tr>
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</table>

Attachment I
SOW 69
Secondary Ethernet Site List
T15-RFQ-048
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.
Supplemental Work Order 70

to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 70 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTS play traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 70 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
3-24-15

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

Title
3/20/2015

Date
Attachment 1
SOW 70
Secondary Ethernet Site List
T15-RFQ-045
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCYAC1</td>
<td>15314 NE Dole Valley Rd</td>
<td>Yacolt</td>
<td>Olympia</td>
<td>100</td>
<td>$2,100.00</td>
<td>$147.00</td>
<td>$47,100.00</td>
<td>12</td>
</tr>
</tbody>
</table>
Amendment 71
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 71 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DOC from SWO 31. Now, therefore, the parties agree to amend the Supplemental Work Order 31 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCLCY4</td>
<td>4438 Pacific Ave SE</td>
<td>Lacey</td>
<td>Olympia</td>
<td>100</td>
<td>$800</td>
<td>$56.00</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

2. All other provisions of Contract T12-PCH-739, as previously amended, and SWO 31, as previously amended, shall remain in full force and effect.

This Amendment 31 shall be effective as of the date signed by CTS.

Approved
State of Washington, Consolidated Technology Services

[Signature]

Doug Hoffer, Assistant Director
Print or Type Name, Title

Date: 4/25/15

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Martha Tate, VP QES
Print or Type Name, Title

Date: 4/17/2015
Supplemental Work Order 72

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 72 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 72 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES
Title
Date

3/25/2015
## Attachment 1

**SOW 72**

Secondary Ethernet Site List

**T15-RFQ-048**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECYVAN-VFO</td>
<td>2108 Grand Blvd</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$780.00</td>
<td>$54.60</td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 74
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 74 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 74 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Doug Hoffer
Signature

Print or Type Name
Assistant Director

Title
4/6/15
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Martha Tate
Signature

Print or Type Name
VP, GES

Title
3/31/2015
Date
## Attachment 1

SOW 74
Secondary Ethernet Site List
T15-RFQ-048
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFWVAN</td>
<td>2108 Grand Blvd</td>
<td>Vancouver</td>
<td>Olympia</td>
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<td>$780.00</td>
<td>$54.60</td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 73

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 73 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 73 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
4/17/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
3/27/2015

Date
# Attachment 1
SOW 73
Secondary Ethernet Site List
T15-RFQ-048
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC0621</td>
<td>11820 NE Fourth Plain Rd Suite D</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$390.00</td>
<td>$27.30</td>
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</tr>
</tbody>
</table>
Supplemental Work Order 76

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 76 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   “Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

   “Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

   “Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   “Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

   This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

   Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 76 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
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<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
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<tbody>
<tr>
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<td>$48.09</td>
<td>12</td>
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</tbody>
</table>
Supplemental Work Order 77  

to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 77 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix I. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirooter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 77 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP GES
Title
Date
Attachment 1  
SOW 77  
Secondary Ethernet Site List  
T15-RFQ-037  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
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<tr>
<td>DOLC2313</td>
<td>301 E Wallace Kneeland Blvd #240</td>
<td>Shelton</td>
<td>Olympia</td>
<td>10</td>
<td>$687.00</td>
<td>$48.09</td>
<td>12</td>
</tr>
</tbody>
</table>
This Statement of Work 78 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) ready no later than September 1, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

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Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

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Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 78 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

4/25/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

4/14/2015
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
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<tbody>
<tr>
<td>ESD0601</td>
<td>312 Stonemill Dr., Bldg B Ste 230-240</td>
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<td>Olympia</td>
<td>100</td>
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<td>$55.30</td>
<td>12</td>
</tr>
</tbody>
</table>
Amendment 79
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 79 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 57. Now, therefore, the parties agree to terminate Supplemental Work Order 57 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 79 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Print or Type Name, Title
Doug Hoffer, Assistant Director
Date: 4/19/15

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name, Title
Martha Tate, VP GES
Date: 4/19/2015
Amendment 80
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 80 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DOCTAC4 from SWO 31. Now, therefore, the parties agree to amend the Supplemental Work Order 31 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCTAC4</td>
<td>1524 Martin Luther King Way</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$858.00</td>
<td>$60.06</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

2. All other provisions of Contract T12-PCH-739, as previously amended, and SWO 31, as previously amended, shall remain in full force and effect.

This Amendment 31 shall be effective as April 14, 2015 regardless of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Doug Hoffer, Assistant Director

Date: 4/25/15

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate, VP GES

Date: 4/21/2015
Amendment 82
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 (Contract), this amendment is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom of Washington (Vendor).

The purpose of this amendment is to extend the Service Installation Date for the end site (DOLD3201) listed in Attachment 1 in Supplemental Work Order (SWO) 63.

In its Response to T15-RFQ-053 and in SWO 63, Section 5 Service Order and Installation, Vendor agreed to a Service Installation Date of May 1, 2015. However, due to delays caused solely by CTS which were beyond Vendor’s reasonable control and for which Vendor was without fault or negligence, Vendor was unable to have Services installed by the Service Installation Date. CTS and Vendor mutually agree to extend the Service Installation Date.

Therefore, the parties hereby agree to amend SWO 63 by deleting Section 5 in its entirety and replacing it with the following new Section 5:

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) no later than May 20, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service installation, the date of which shall be the “Service Installation Date.”

All other provisions of Contract T12-PCH-739 and SWO 63, as previously amended, shall remain in full force and effect. This amendment shall be effective as of the date signed by CTS of May 1, 2015 whichever occurs first.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 4/30/15

Approved
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate, VP GES
Print or Type Name, Title
Date: 4/29/2015

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 82
Supplemental Work Order 83

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 83 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) ready no later than June 1, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 83 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

5/6/15

5/4/2015
Attachment 1  
SOW 83  
Secondary Ethernet Site List  
T15-RFQ-061  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD3702</td>
<td>101 Prospect St</td>
<td>Bellingham</td>
<td>Olympia</td>
<td>10</td>
<td>$390.00</td>
<td>$27.30</td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 84
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 84 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) ready no later than June 1, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as
necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.

10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 84 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
Assistant Director  5/6/15

Title  Date

Print or Type Name
VP, GES  5/4/2015

Title  Date
<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY3101</td>
<td>3016 Oakes Ave</td>
<td>Everett</td>
<td>Olympia</td>
<td>100</td>
<td>$640.00</td>
<td>$44.80</td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 85
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 85 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 85 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

5/6/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

5/6/2015
Attachment 1
SOW 85
Secondary Ethernet Site List
T15-RFQ-067
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site A</th>
<th>Address</th>
<th>Customer Site B</th>
<th>Address</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS1018</td>
<td>1313 N Maple St, Spokane</td>
<td>DSHS1010</td>
<td>1313 N Atlantic, Spokane</td>
<td>10</td>
<td>$390.00</td>
<td>$33.93</td>
</tr>
</tbody>
</table>
Amendment 81
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 (Contract), this amendment is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom of Washington (Vendor).

The purpose of this amendment is to extend the Service Installation Date for the end site (DOLC0901) listed in Attachment 1 in Supplemental Work Order (SWO) 68.

In its Response to T15-RFQ-053 and in SWO 68, Section 5 Service Order and Installation, Vendor agreed to a Service Installation Date of April 28, 2015. However, due to delays caused solely by CTS which were beyond Vendor’s reasonable control and for which Vendor was without fault or negligence, Vendor was unable to have Services installed by the Service Installation Date. CTS and Vendor mutually agree to extend the Service Installation Date.

Therefore, the parties hereby agree to amend SWO 68 by deleting Section 5 in its entirety and replacing it with the following new Section 5:

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) no later than May 22, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

All other provisions of Contract T12-PCH-739 and SWO 68, as previously amended, shall remain in full force and effect. This amendment shall be effective April 28, 2015.

Approved
State of Washington,
Consolidated Technology Services

Doug Hoffer  Assistant Director
Print or Type Name, Title
Date: 5/14/15

Martha Tate, VP GES
Print or Type Name, Title
Date: 5/14/2015

Approved
Integra Telecom of Washington, Inc.

Signature

Signature
Supplemental Work Order 86

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 86 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a five (5) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 86 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

5/18/15

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

5/14/2015
Attachment 1
SOW 86
Secondary Ethernet Site List
T15-RFQ-061
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk SWO</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSDA3902</td>
<td>711 W 1st Street</td>
<td>Wapato</td>
<td>Olympia</td>
<td>10</td>
<td>$629.00</td>
<td>$44.03</td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 88
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 88 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi Router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 88 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

5/18/15

5/17/2015
## Attachment 1
SOW 88
Secondary Ethernet Site List
T15-RFQ-057
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>LNI Warehosue</td>
<td>7827 Arab Rd SE</td>
<td>Tumwater</td>
<td>Olympia</td>
<td>10</td>
<td>$650.00</td>
<td>$45.50</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 87
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 87 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 87 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
5/21/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
5/14/2015

Attachment 1
SOW 87
Secondary Ethernet Site List
T15-RFQ-067
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Customer Site A</th>
<th>Address</th>
<th>Customer Site B</th>
<th>Address</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS1025</td>
<td>1608 Boone St, Spokane</td>
<td>DSHS1010</td>
<td>1313 N Atlantic, Spokane</td>
<td>10</td>
<td>$390.00</td>
<td>$33.93</td>
</tr>
</tbody>
</table>
Supplemental Work Order 89  
to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 89 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 89 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

Title
Date
Attachment 1  
SOW 89  
Secondary Ethernet Site List  
T15-RFQ-070  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLD1714</td>
<td>13133 Bellevue-Redmond Rd</td>
<td>Bellevue</td>
<td>Olympia</td>
<td>10</td>
<td>$687.00</td>
<td>$65.26</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLD2302</td>
<td>2511 N Olympic Hwy Ste 100</td>
<td>Shelton</td>
<td>Olympia</td>
<td>10</td>
<td>$687.00</td>
<td>$59.08</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 90
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Provision 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 (Contract), this amendment is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom of Washington (Vendor).

The purpose of this amendment is to extend the Service Installation Date for the end site (DOLC0901) listed in Attachment 1 in Supplemental Work Order (SWO) 68.

In its Response to T15-RFQ-053 and in SWO 68, Section 5 Service Order and Installation, Vendor agreed to a Service Installation Date of April 28, 2015. However, due to delays caused solely by CTS which were beyond Vendor’s reasonable control and for which Vendor was without fault or negligence, Vendor was unable to have Services installed by the Service Installation Date. CTS and Vendor mutually agree to extend the Service Installation Date.

Therefore, the parties hereby agree to amend SWO 68 by deleting Section 5 in its entirety and replacing it with the following new Section 5:

5. Service Order and Installation

Vendor agrees, to have the service installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) no later than May 26, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the services described. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon service Installation, the date of which shall be the “Service Installation Date.”

All other provisions of Contract T12-PCH-739 and SWO 68, as previously amended, shall remain in full force and effect. This amendment shall be effective April 28, 2015.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 6/12/15

Approved
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate, VP GES
Print or Type Name, Title
Date: 6/5/2015

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 90
Supplemental Work Order 91
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 91 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation
Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty-five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within ninety (90) days from the placement of a SOW or Order. If an installation is determined to take longer than ninety days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements
Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANS
Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 91 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP. GES

Title
Date
Attachment 1
SOW 91
Secondary Ethernet Site List
T15-RFQ-070
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD1702</td>
<td>500 SW 7th St Ste 100</td>
<td>Renton</td>
<td>Olympia</td>
<td>10</td>
<td>$390.00</td>
<td>$37.50</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 93
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 93 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 93 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date
## Attachment 1
### SOW 93
### Secondary Ethernet Site List
### T15-RFQ-070

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6026</td>
<td>907 Harney</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$825.00</td>
<td>$69.30</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 96
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 96 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 96 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

7/1/15

7/7/2015
Attachment 1  
SOW 96  
Secondary Ethernet Site List  
T15-RFQ-071  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>GAMB1701</td>
<td>451 SW 10th St Ste 218</td>
<td>Renton</td>
<td>Olympia</td>
<td>10</td>
<td>$687.00</td>
<td>$65.28</td>
<td>SWO 12</td>
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</tbody>
</table>
Supplemental Work Order 92
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 92 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 92 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

6/25/2015
Attachment 1
SOW 92
Secondary Ethernet Site List
T15-RFQ-070
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb/ Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
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</thead>
<tbody>
<tr>
<td>ESD3202</td>
<td>15912 E Marietta Lane</td>
<td>Spokane Valley</td>
<td>Olympia</td>
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<td>$1,775.00</td>
<td>$154.42</td>
<td>SWO</td>
</tr>
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</table>
Supplemental Work Order 94

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 94 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (MultiRouterr Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 94 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

8/6/15

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

6/15/2015
Attachment 1
SOW 94
Secondary Ethernet Site List
T15-RFQ-071
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
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<th>Trunk</th>
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</thead>
<tbody>
<tr>
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<td>Olympia</td>
<td>100</td>
<td>$1,200.00</td>
<td>$104.40</td>
<td>SWO</td>
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</table>
Supplemental Work Order 97
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 97 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirotuer Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 97 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
8/3/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
7/23/2015

Date
<table>
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<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
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<tr>
<td>DOLC0607</td>
<td>1503 NE 78th St Suite 10</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$687.00</td>
<td>$58.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 98
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 98 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

**Recitals**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. **Definitions**

   In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   **Secondary Transport Ethernet Contract** shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

   **Minimum Service Commitment** shall mean the minimum period in which Purchasers agree to keep circuits in service.

   **Node Router** shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   **Service Installation Date** shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. **Term:**

   This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. **Incorporation of the Contract:**

   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. **Service Delivery Locations.**

   Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 98 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title

Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title

Date

7/23/2015
### Attachment 1
SOW 98
Secondary Ethernet Site List
T15-RFQ-076
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC3217</td>
<td>222 W Crawford St</td>
<td>Deer Park</td>
<td>Olympia</td>
<td>10</td>
<td>$825.00</td>
<td>$67.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 99
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 99 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

With the purpose of extending the Service Installation Date, the parties hereby agree to amend Supplemental Work Order (SWO) 78 by deleting Section 5 in its entirety and replacing it with the following new Section 5:

5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) ready no later than October 15, 2015. Should vendor fail to complete handoff by that date, CTS shall impose monetary penalties in the amount of $500 per calendar day, until completion of circuit and handoff has been accepted by CTS. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 78, as previously amended, shall remain in full force and effect.

This Amendment 99 shall be effective as of the date signed by CTS.

Approved
State of Washington, Consolidated Technology Services

[Signature]

Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 8/13/15

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Martha Tate, VP GES
Print or Type Name, Title
Date: 8/3/2015
### Item Description

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Move 10M circuit at DSHS6008 From 720 Sleater Kinney Rd SE Ste R Lacey To 720 Sleater Kinney Rd SE Ste X &amp; Y Lacey. Pull a new 6ct fiber pigtail from the intermediate splice located in Telco room to the new suite move the switch splice the new fiber &amp; verify connectivity/levels are within spec.</td>
<td>1</td>
<td>EA</td>
<td>$250.00</td>
<td>$250.00</td>
<td>3461</td>
</tr>
</tbody>
</table>

**Total** $250.00

---

### SPECIAL INSTRUCTIONS:

- Ordered For
  - Sheila Suralta

---

### INSTRUCTIONS TO VENDOR: DELIVER THE ARTICLES ORDERED ABOVE IN ACCORDANCE WITH THE FOLLOWING:

1. Process NO orders without signature in agency approval in lower right corner. If vendor does not successfully perform under this Contract/Purchase Order, CTS shall initiate a dispute claim with the vendor, or other legal recourse, to request a partial or full refund of the payment made to the vendor.

2. Washington sales tax applies to this order.

3. Mail two copies of invoice at time of shipment.
PRE-APPROVAL FORM FOR PROPRIETARY PROCURMENTS

Prepared by: Sheila Suralta
Cost Center: 3461
Date: 08/12/13

Contract number: NA

Total Estimated Amount of Purchase: $250.00

Description of Purchase: This project extends Integra previous copper DEMARC to new location to satisfy new state requirements/security measures.

Please complete the 4 questions below, obtain the appropriate approvals and attach the completed/approved form to the Purchase Request form. This must be completed prior to making any purchase.

a. Please provide an explanation of why competition is infeasible:

   Only Integra can perform this work activity.

b. Please provide a description of the proprietary nature:

   The cabling infrastructure is owned by Integra. This work activity is considered a regulated item determined by the Utility Trade Commission (UTC). Only Integra or vendor contracted by Integra can do the work related to extending the minimum point of presence (MPOP) for Integra.

c. Please provide a detailed description of the market research taken to support CTS' position:

   There has been multiple meetings with Integra and additional on line homework related to Local Exchange Carriers (LEC) and their responsibilities.

d. Please provide a cost analysis/evaluation of the proposed costs and any potential savings available taking this procurement approach:

   Maintenance of the demarcation itself is the responsibility of the telephone company. The fact that the Local Exchange Carriers (Integra) will have ownership from the central office to the provider space, we will have no maintenance fee or cost of repair of the cable.

August 12, 2015
Sourcing Team Approvals

Please sign/date and circle the recommended action. In the alternative, attach an email indicating approval.

Sourcing Team Review

OLS: [Signature]  Approve/Deny/Additional Information

Business Owner: [Signature]  Approve/Deny/Additional Information

Cost Center Manager: [Signature]  Approve/Deny/Additional Information

Finance: [Signature]  Approve/Deny/Additional Information

Sourcing Manager: [Signature]  Approve/Deny/Additional Information

Deputy Director: [Signature]  Approve/Deny/Additional Information

Notes from Sourcing Team Members:

August 12, 2015
Hi Sheila,

Attached are the drawings for both the current and new buildings. Just to clarify/confirm, this site is currently located in Suite R and will be moving into Suites X & Y on August 17th. I have attached both floor plans for the current “old” location and the new location. Please let me know if you need any additional information.

Thank you,
Lori

From: Suralta, Sheila (WaTech)
Sent: Monday, August 03, 2015 11:31 AM
To: Coker, Lori (DSHS/ET)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Hi Lori,

We are still awaiting a move quote from Integra, who is the current vendor of your existing 10M Ethernet. Can you please confirm the exact suite locations (from, to)? Can you also provide us a detailed description of the current circuit location and where it is moving to (i.e. Comm Room, closet #2/rack #4) - a floor plan would be helpful.

We will provide the additional information to the vendor as soon as we receive them from you. We will let you know any update once we hear back from the vendor.

Thanks,
Sheila

From: Coker, Lori (DSHS/ET)
Sent: Monday, August 03, 2015 7:24 AM
To: Suralta, Sheila (WaTech)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Hi Sheila,

They are moving from Suite R into Suites X and Y. Curious, we’ve moved plenty of circuits before, why is this one different? Another new “process” that I’m unaware of? If so, please let me know.

It would be extremely helpful if I could get an answer by noon today.

Thank you,
Lori

From: Suralta, Sheila (WaTech)
Sent: Friday, July 31, 2015 3:35 PM
To: Coker, Lori (DSHS/ET)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Hi Lori,

Can you please give me the suite # on where they are moving from and to? I will let you know if this is possible once I have your information.

Thanks,
Sheila

From: Suralta, Sheila (WaTech)
Sent: Wednesday, July 29, 2015 8:45 AM
To: Coker, Lori (DSHS/ET)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Let me look into that option. I will let you know what I find out.

Sheila

From: Coker, Lori (DSHS/ET)
Sent: Wednesday, July 29, 2015 8:35 AM
To: Suralta, Sheila (WaTech)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Hi Sheila,

If I request to have the existing circuit moved over to the new suite while we wait for the 100MB circuit, would we be able to get the existing circuit scheduled to move on the morning of August 17th?

Lori

From: Lilly, Mike (WaTech)
Sent: Wednesday, July 29, 2015 7:18 AM
To: Coker, Lori (DSHS/ET)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Suralta, Sheila (WaTech); Frost, Debbie (DSHS/ET)
Subject: RE: DSHS6008 Lacey JRA

Hello Lori – the service requested is still for shared 100Mb Ethernet service, that has not changed. We are exploring all options to find the most cost effective and expedient service option. The information you are now providing about an August 17 move in date is new information, not previously provided to CTS/WaTech. We'll review this information and get back to you no later than Monday August 3, with more information. – Mike

From: Coker, Lori (DSHS/ET)
Sent: Tuesday, July 28, 2015 2:43 PM
To: Lilly, Mike (WaTech)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Suralta, Sheila (WaTech); Frost, Debbie (DSHS/ET)
Subject: RE: DSHS6008 Lacey JRA

Mike,

Up until June 30th, the request I put in was for a shared w/LTS 100MB Ethernet circuit. While researching today, the dates for this site, I noticed on the June 30th status update spreadsheet the order got changed to include SMON. Was there any discussion with DSHS and/or LTS management regarding changing your customer's request? We are now going to fall behind on the circuit order and the customers are scheduled to move in on August 17th with working data & phones. Why?

Lori

From: Suralta, Sheila (WaTech)
Sent: Tuesday, July 28, 2015 2:00 PM
To: Coker, Lori (DSHS/ET)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Lori,

The advice came from EDN Management. Mike Lilly is cc’d in this email. You can ask him if you have further questions.

Sheila
From: Coker, Lori (DSHS/ET)  
To: Suralta, Sheila (WaTech)  
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)  
Subject: RE: DSHS6008 Lacey JRA

Hi Sheila,

May I ask who advised you to provide a SMON service?

Lori

From: Suralta, Sheila (WaTech)  
To: Coker, Lori (DSHS/ET)  
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)  
Subject: RE: DSHS6008 Lacey JRA

Lori,

I was advised to provide you an SMON service if it is cheaper than the Ethernet circuit. SMON service is implemented in a much shorter timeframe than Ethernet.

I have referred your concerns to CTS/EDN management and will let you know how to proceed as soon as I hear back from them.

Thanks,

Sheila

From: Coker, Lori (DSHS/ET)  
To: Suralta, Sheila (WaTech)  
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)  
Subject: RE: DSHS6008 Lacey JRA

Sheila,

You received an approval to proceed with the circuit order, see attached. The circuit order should not have been held. Tina, we may need an expedite.

Lori

From: Suralta, Sheila (WaTech)  
To: Coker, Lori (DSHS/ET)  
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)  
Subject: RE: DSHS6008 Lacey JRA

Hi Lori,

The Ethernet order is currently on hold pending results from the SMON quote. I will provide you an update as soon as I received new information.

I will add the information you provided below to the order. When this order was placed, there was no mention of a deadline or a requested due date for this circuit. So, I am not sure if the vendor can complete the circuit prior to the date you indicated below. Anyway, we will work with the vendor in completing this circuit as soon as we can.

Thanks,

Sheila

From: Coker, Lori (DSHS/ET)  
To: Suralta, Sheila (WaTech)  
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET)  
Subject: RE: DSHS6008 Lacey JRA
Hi Sheila,

Below is a schedule for this site as to when they'll be moving in. Would you please find out what the target vendor completion date will be? Thanks!

* Thursday, July 30: Drop off totes and dollies at existing JRA facility (All West)
* Monday, August 3: Pick up furniture from DSHS warehouse (All West)
* Tuesday, August 4: Install furniture (All West)
* Monday, August 17: Move JRA to new facility (All West, JRA, ISSD, IT)
* Tuesday, August 18: Dismantle existing furniture (All West)
* Friday, August 21: Pick up empty totes and dollies (All West)

From: Coker, Lori (DSHS/ET)
Sent: Tuesday, July 28, 2015 10:18 AM
To: Suralta, Sheila (WaTech)
Cc: Fowble, Cheryl (DSHS/ET); Hernandez, Ed (DSHS/ET); Thweatt, Tina M. (DSHS/ET)
Subject: RE: DSHS6008 Lacey JRA

Hi Sheila,

Just wondering if this situation has been taken care of or not.

Thank you!

Lori

From: Coker, Lori (DSHS/ISSD)
Sent: Wednesday, July 15, 2015 2:25 PM
To: Suralta, Sheila (WaTech)
Cc: Fowble, Cheryl (DSHS/ISSD); Hernandez, Ed (DSHS/ISSD)
Subject: DSHS6008 Lacey JRA

Hi Sheila,

In talking with Ed, I was informed Integra plans to terminate the fiber & active equipment into the DEMARC room. Integra/contractor mentioned to Ed it wasn't on their order to extend the DEMARC into the main equipment room inside our building and stated they were not going to extend the DEMARC. I know this probably wasn't on the circuit order as I know you know our standards. Please help us out with this situation and inform Integra and/or their vendor, they need to extend the circuit and install active equipment into the rack space provided within our main equipment room inside the building. You might also want to verify Integra knows they need to supply a UPS for their own equipment.

Thank you!!

Lori
From: Hayes, Patricia <Patricia.Hayes@electriclightwave.com>
Sent: Wednesday, August 05, 2015 9:11 AM
To: Suralta, Sheila (WaTech); Pitts, Brent
Cc: Lilly, Mike (WaTech); RenardBell, Kelly
Subject: RE: DSHS6008 Lacey JRA

Importance: High

Sheila,

Charge for the move is $250.00.
I have order ready to go just waiting for you work order.

Thank you
Patti Hayes | Account Consultant
direct 425.970.7309 | fax 425.970.7409
Electric Lightwave | 700 SW 39th St | Suite 200 | Renton, WA 98057
www.electriclightwave.com

From: Suralta, Sheila (WaTech) [mailto:sheila.suralta@watech.wa.gov]
Sent: Monday, August 03, 2015 1:56 PM
To: Pitts, Brent; Hayes, Patricia; Ashford, Amy
Cc: Lilly, Mike (WaTech); RenardBell, Kelly
Subject: FW: DSHS6008 Lacey JRA

Brent,

Below is additional information from the customer regarding this move order. Also attached are floor plans for your reference.

I would appreciate if you can provide us the quote as soon as you can so that we can proceed with the order once the quote is accepted.

Please let me know if you have any questions.

Thanks,
Sheila

From: Coker, Lori (DSHS/ET)
Sent: Monday, August 03, 2015 1:45 PM
To: Suralta, Sheila (WaTech)
Cc: Hernandez, Ed (DSHS/ET); Carter, Rick (DSHS/ET); Early, Robert (DSHS/ET); Thweatt, Tina M. (DSHS/ET); Lilly, Mike (WaTech)
Subject: RE: DSHS6008 Lacey JRA

Hi Sheila,

Attached are the drawings for both the current and new buildings. Just to clarify/confirm, this site is currently located in Suite R and will be moving into Suites X & Y on August 17th. I have attached both floor plans for the current “old” location and the new location. Please let me know if you need any additional information.

Thank you,
Lori

From: Pitts, Brent [mailto:Brent.Pitts@integratelecom.com]
Sent: Monday, August 03, 2015 8:20 AM
To: Suralta, Sheila (WaTech); Hayes, Patricia; Ashford, Amy
Cc: Lilly, Mike (WaTech); RenardBell, Kelly
Subject: RE: DSHS6008 / Move order request (Integra SUBSCRIBER: 920092)

Sheila,

What is the timeframe you are looking at?

I will let Patti Hayes provide you the details regarding the move to a new suite charges.

The current EoC facilities for the current services:
DEMARC: MAIN FLOOR, SEE MANAGER, TELCO ROOM AT BACK OF THE BUILDING, RJ21X #3, POS 5, 7, 6, TNE.
During the original install there was a 25 pair cable available to extend the Ethernet over Copper facilities to the suite.

Thanks,

Brent Pitts | Client Project Manager - Order Management | 425-970-7371

Hi Brent,

RE: DSHS6008

The existing 10M Ethernet at this site is provided by Integra. The customer was inquiring if we can move this circuit from suite R to suite X and Y. If so, can you please provide us a quote for the move?

Your immediate response to this request is appreciated.

Thanks,

Sheila
CTS Labor Review Form

From: Sheila Suralta

Date: August 12, 2015

Process: Service contracts for work that has been customarily and historically provided by bargaining unit employees require submission of a Service Analysis form and related documentation for review and approval by the Chief Legal Services Officer or delegate. Contact the Office of Legal Services for assistance. Purchasers must submit a completed Service Analysis form and any other documentation requested by OLS, through OLS for the review process. OLS will work with the Human Resource Manager to obtain approval. See CTS Policy 4.2.1.

1. Please provide a brief description of the anticipated work and attached a draft Statement of Work if possible.

Due to a customer move within a building, the existing Ethernet circuit must be moved. WaTech requires the services of Integra (the Ethernet circuit provider) to run a cable through existing conduit from the current point of demarcation to the new location, from the old Suite R to the new Suite X & Y.

2. Answer each question in the space provided.

A. Is it within the requirements of the DIS Settlement?

Is CTS contemplating contracting of computer programming work and it related infrastructure? Would the potential contract impact the work of bargaining unit members?

Yes ☐ No ☒ N/A ☐

If no, proceed to B.

Infrastructure is defined as a system of people (bargaining unit members), software (e.g. programming tools), and hardware (computers, networks) necessary to develop computer-based applications.

If yes, the settlement entered pursuant to PERC Case No 20248-U-5161 requires notification to the union. If the union requests, the CTS will engage in meaningful discussion regarding both the proposed decision and the effects of a contract for such work.
B. Competitive Contracting Required?

Is CTS contracting for services or activities as follows?

(a) Contracting for services and activities that are necessary to establish, operate, or manage the state data center (including architecture, design engineering, installation, and operation of the facility) that are approved by the Technology Services Board.

   Yes ☐  No ☒  N/A ☐

(b) Contracting for services and activities recommended by the Chief Information Officer through a business plan AND approved by the Technology Services Board.

   Yes ☐  No ☒  N/A ☐

If no, the competitive contracting requirements apply. Please proceed and complete C and D. If yes, CTS is exempt from competitive contracting requirements. Please proceed and complete D only.

C. Service Contract Analysis for Competitive Contracting

A. Is the proposed service or work similar to work customarily or historically performed by bargaining unit employees? Competitive contracting looks at bargaining unit impacts statewide, not just in CTS.

   Please explain describing the research you conducted to determine that no CTS or other bargaining unit employee has performed or could perform this work. Yes ☐  No ☒

   Explanation: Historically, WaTech has utilized the incumbent circuit provider to perform such moves, as they are responsible for the performance of the circuit to the customer equipment.

   A.1. Does CTS currently contract for this work, or has CTS historically contracted for this work?

   Yes ☐  No ☒

   If yes, please provide contract information:

   Vendor name:
   Contract number: Contract dates:
   Services provided:
   Other information: This work is done on a time & materials basis with the incumbent vendor as they are responsible for the performance of the circuit to the customer equipment.

B. If the proposed work is similar to work customarily or historically performed by bargaining unit employees, will any bargaining unit employees be displaced? Yes ☐  No ☒  N/A ☐

C. If the work is similar, but no displacement will occur, will any bargaining unit employees have a portion of their work transferred as a result of the contract? Yes ☐  No ☒  N/A ☐
D. Will the proposed service or work affect CTS employees within a bargaining unit? Please explain describing the research you conducted to determine whether contracting out for this service will or will not affect CTS employees within a bargaining unit.  

Yes [ ]  No [x]

Explanation: *The work involved to extend the Demarc at remote customer locations is not done by WaTech employees. WaTech network technicians do not dispatch to the field to perform services like this.*

E. Requirements under RCW 41.06.142 (1)(a), (d) and (e) for service contracts:

- Describe the cost savings and/or efficiency improvements that will result from this investment.  
  
  N/A

- Describe the performance measurements against which the contractor will be measured in order to determine contract success.
  *Vendor must work with WaTech NCC technicians during the Demarc move; circuit will be tested and accepted as fully operational by WaTech network staff.*

- Describe the contract monitoring process you will use to measure contract performance, cost, and service delivery quality.
  *Work will be monitored via weekly status calls, and circuit connectivity will be verified by WaTech staff upon vendor completion and prior to authorizing payment.*

- What are the consequences if the contractor performs inadequately or fails to perform? How will you mitigate the contractor's inadequate or failed performance?
  *Payment will not be authorized until Demarc move has completed and circuit is in full working condition.*

D. Is it a Mandatory Subject for bargaining requiring notice to the Union?

Is the proposed service or work similar to work customarily or historically performed by bargaining unit employees within the impacted bargaining unit and location?

Please explain, describing the research you conducted to determine that no CTS employee that is a member of the bargaining unit has performed or could perform this work.  

Yes [ ]  No [x]

Explanation: *WaTech employees have historically never performed technician work at non-WaTech locations around the state within customer premises. There are no bargaining unit employees at other agencies that perform technical work at all of the potential locations.*
Hi: Approved.
Amendment 95
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 95 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 70. Now, therefore, the parties agree to terminate Supplemental Work Order 70 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 95 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approval

Signature

Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 9/3/2015

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

VP, GES
Print or Type Name, Title
Date: 9/1/2015

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 95
Supplemental Work Order 100

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 100 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 100 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

Title
Date
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4004</td>
<td>100 W Harrison Ave, S Tower, Suite 100</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$380.00</td>
<td>$36.00</td>
<td>SWO</td>
</tr>
</tbody>
</table>
Supplemental Work Order 101
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 101 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 101 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
9/3/2015
Date

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate
Print or Type Name
VP, GES
Title
8/27/2015
Date
### Attachment 1
SOW 101
Secondary Ethernet Site List
T15-RFQ-073
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>305 S Dawson St</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td></td>
<td>$380.00</td>
<td>$36.00</td>
<td>SWO</td>
</tr>
<tr>
<td>4042</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
</tr>
<tr>
<td>DSHS</td>
<td>1338 Commerce Ave Suite 305 &amp; 306</td>
<td>Longview</td>
<td>Olympia</td>
<td>10</td>
<td></td>
<td>$687.00</td>
<td>$55.00</td>
<td>SWO</td>
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<tr>
<td>6126</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 102
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 102 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of; test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 102 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title

Date

8/27/2015
Attachment 1
SOW 102
Secondary Ethernet Site List
T15-RFQ-073
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DVA 3201</td>
<td>222 E 5th Ave</td>
<td>Spokane</td>
<td>Olympia</td>
<td>100</td>
<td>$1,137.00</td>
<td>$99.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 103
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 103 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DOLC0806 from SWO 29. Now, therefore, the parties agree to amend the Supplemental Work Order 29 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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</tr>
</thead>
<tbody>
<tr>
<td>DOLC 0806</td>
<td>221 Davidson St</td>
<td>Woodland</td>
<td>Olympia</td>
<td>10</td>
<td>$900.00</td>
<td>$63.00</td>
<td>$57,480.00</td>
<td>$4,483.44</td>
</tr>
</tbody>
</table>

2. All other provisions of Contract T12-PCH-739, as previously amended, and SWO 29, as previously amended, shall remain in full force and effect.

This Amendment 103 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]
Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 10/2/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate, VP GES
Print or Type Name, Title
Date: 9/28/2015

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 103
Supplemental Work Order 104

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 104 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
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11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 104 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

9/22/15
Attachment 1
SOW 104
Secondary Ethernet Site List
T15-RFQ-073
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>UWPD</td>
<td>3939 15th Ave NE, 3rd Level Server Room</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$380.00</td>
<td>$36.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 105
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 105 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 105 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title

Date

9/25/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

Title

Date

9/23/2015
Attachment 1  
SOW 105  
Secondary Ethernet Site List  
T16-RFQ-013  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>1212 N Washington St, Suite 306</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$320.00</td>
<td>$27.84</td>
<td>SWO 12</td>
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</tbody>
</table>
Supplemental Work Order 106

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 106 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

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“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

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Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

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In Witness Whereof, the parties hereto, having read this SOW 106 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP, GES

Title
Date
Attachment 1  
SOW 106 
Secondary Ethernet Site List  
T16-RFQ-013  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>1550 Irving St</td>
<td>Tumwater</td>
<td>Olympia</td>
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<td>$750.00</td>
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</table>


Supplemental Work Order 108
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 108 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

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1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

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In Witness Whereof, the parties hereto, having read this SOW 108 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

10/8/15

10/2/2015
Attachment 1
SOW 108
Secondary Ethernet Site List
T16-RFQ-013
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
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<td>10</td>
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Supplemental Work Order 107
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

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Approved
State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
Martha Tate

Print or Type Name
VP GES

Title
Date

10/2/2015
<table>
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<tr>
<th>Site</th>
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<th>NRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Shelton</td>
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<td>$247.68</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
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to
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for
Secondary Transport Ethernet Services

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State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Martha Tate

Print or Type Name
VP, GES

Title
Date

10/12/2015

10/7/2015
Attachment 1  
SOW 110  
Secondary Ethernet Site List  
T16-RFQ-013  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
<th>Trunk</th>
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<tr>
<td>ESD</td>
<td>956 S Main St Ste B</td>
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<td>Olympia</td>
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<td>$68.40</td>
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<td>$7,168.32</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 112
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 112 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 105. Now, therefore, the parties agree to terminate Supplemental Work Order 105 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 112 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 10/26/15

Approved
Integra Telecom Holdings, Inc., by and
through Integra Telecom of Washington, Inc.

Signature
David I. Gray, Director Government
Print or Type Name, Title
Date: 14 OCT 2015
Supplemental Work Order 111  

to  

Contract Number T12-PCH-739  

for  

Secondary Transport Ethernet Services  

This Statement of Work 111 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.  

Recitals  

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.  

1. Definitions  

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:  

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739  

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.  

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.  

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.  

2. Term:  

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a four (4) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.  

3. Incorporation of the Contract:  

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.  

4. Service Delivery Locations.  

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Haffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David L. Lego, Director - Government Sales

Print or Type Name

Title
Date
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
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</table>
Amendment 109
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 109 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 97. Now, therefore, the parties agree to terminate Supplemental Work Order 97 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 109 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 10/29/15

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Martha Tate, VP GBS
Print or Type Name, Title
Date: 10/22/2015
Supplemental Work Order 113
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 113 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/ceiling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 113 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Doug Hoffer
Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
10/29/15
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Martha Tate
Signature
Martha Tate
Print or Type Name
VP, GES
Title
10/22/2015
Date
Attachment 1  
SOW 113  
Secondary Ethernet Site List  
T16-RFQ-016  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
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<tr>
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Supplemental Work Order 115
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 115 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 115 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

11/17/15

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
David J. Erway

Print or Type Name
Director Sales

Title
Date

16 Nov 2015
Attachment 1
SOW 115
Secondary Ethernet Site List
T16-RFQ-019
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT3402</td>
<td>7860 29th Ave</td>
<td>Lacey</td>
<td>Olympia</td>
<td>10</td>
<td>$825.00</td>
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<td>SWO 12</td>
</tr>
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</table>
Supplemental Work Order 114
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 114 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
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Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 114 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signed
Doug Hoffer

Print or Type Name
Assistant Director

11/17/15
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signed
David S. Gray

Print or Type Name
Director Sales

16 Nov 2015
Title
Date
Attachment 1  
SOW 114  
Secondary Ethernet Site List  
T16-RFQ-019  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
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<td>$1,275.00</td>
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<td>SWO 12</td>
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Supplemental Work Order 116
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 116 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 116 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer
Print or Type Name
Assistant Director
Title
1/2/2015
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David Gray
Print or Type Name
Director of Government and Education Sales
Title
12/8/2015
Date
Attachment 1
SOW 116
Secondary Ethernet Site List
T16-RFQ-020
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY0601</td>
<td>710 W 13th St</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$1,137.00</td>
<td>$95.51</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 117

 to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 117 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

*In Witness Whereof*, the parties hereto, having read this SOW 117 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington  
Consolidated Technology Services  

*Signature*  
*Doug Hoffer*

Print or Type Name  
Assistant Director  

Title  
12/10/15  

---

**Approved**

Integra Telecom Holdings, Inc., by and through  
Integra Telecom of Washington, Inc.

*Signature*  
*David Gray*

Print or Type Name  
Director of Government and Education Sales  
12/8/2015  

Title  

Date
# Attachment 1

**SOW 117**

**Secondary Ethernet Site List**

**T16-RFQ-020**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DVA1701</td>
<td>2106 2nd Ave</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$1,075.00</td>
<td>$102.13</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 118

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 118 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 118 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer
Print or Type Name
Assistant Director
Title

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
David Gray
Print or Type Name
Director of Government and Education Sales
Title

Date

12/10/15
12/8/2015
Attachment 1
SOW 118
Secondary Ethernet Site List
T16-RFQ-019
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS4022</td>
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<td>Seattle</td>
<td>Olympia</td>
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<tr>
<td>DSHS5014</td>
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<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$1,275.00</td>
<td>$121.13</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 119

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 119 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 119 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David Gray

Print or Type Name
Director of Government and Education Sales

Title
Date
Attachment 1
SOW 119
Secondary Ethernet Site List
T16-RFQ-020
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
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<tr>
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<td>Olympia</td>
<td>10</td>
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<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 120

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 120 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 120 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
David Gray

Print or Type Name
Director, Government and Education Sales

Title
Date

12/22/15
12/18/2015
Attachment 1  
SOW 120  
Secondary Ethernet Site List  
T16-RFQ-020  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
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<tbody>
<tr>
<td>DOCTAC5</td>
<td>10918 Bridgeport Way SW</td>
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<td>10</td>
<td></td>
<td>$350.00</td>
<td>$27.65</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 121
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 121 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 121 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David Gray

Print or Type Name
Director, Government and Education Sales

Title
Date

12/22/15
12/18/2015
Attachment 1  
SOW 121  
Secondary Ethernet Site List  
T16-RFQ-020  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD2302</td>
<td>140 NE State</td>
<td>Belfair</td>
<td>Olympia</td>
<td>10</td>
<td>$561.00</td>
<td>$47.69</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 122
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 122 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSpay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 122 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director
Title

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
David Gray

Print or Type Name
Director of Government and Education Sales
Title

Date

12/22/15
12/18/2015
Attachment 1
SOW 122
Secondary Ethernet Site List
T16-RFQ-020
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD3407</td>
<td>1570 Irving St SW</td>
<td>Tumwater</td>
<td>Olympia</td>
<td>10</td>
<td>$561.00</td>
<td>$49.93</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 123  

to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 123 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

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Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs  

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 123 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved  
State of Washington  
Consolidated Technology Services  

Signed: Doug Hoffer  

Print or Type Name  
Assistant Director  

Title  Date  1/4/16  

Approved  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature: David Gray  

Print or Type Name  
Director of Government and Education Sales  

Title  Date  12/29/2015  

Attachment 1
SOW 123
Secondary Ethernet Site List
T16-RFQ-026
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>WaTech 1701</td>
<td>Pacific Tower Building, 1200 12th Ave S, Ste 1110</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$750.00</td>
<td>$72.00</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOC WAL2</td>
<td>401 W Main St Ste C</td>
<td>Walla</td>
<td>Walla</td>
<td>Olympia</td>
<td>10</td>
<td>$725.00</td>
<td>$64.53</td>
</tr>
</tbody>
</table>
Supplemental Work Order 124
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 124 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

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11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 124 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Hoffer

Print or Type Name
Assistant Director

Title
1/14/16

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
David Gray

Print or Type Name
Director, Government and Education Sales

Title
12/29/15

Date
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCOLY3</td>
<td>3700 Martin Way E</td>
<td>Olympia</td>
<td>Olympia</td>
<td>10</td>
<td>$725.00</td>
<td>$63.08</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DFW Lathrop</td>
<td>9628 Lathrop Industrial Dr SW</td>
<td>Olympia</td>
<td>Olympia</td>
<td>100</td>
<td>$1,275.00</td>
<td>$110.93</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment Number 125
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Provision 40 Authority for Modifications and Amendments of Contract T12-PCH-739, this Amendment number 125 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra telecom Holdings, Inc. by and through its wholly owned subsidiary, Integra Telecom of Washington, Inc. (Contractor).

The purpose of this Amendment is to extend the term of the Contract.

The parties hereby agree to amend the Contract as follows:


All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 125 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
Integra Telecom Holdings, Inc. by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name
Doug Huffer
Title
Assistant Director
Date
1/25/16

Signature

Print or Type Name
Heather Ward
Title
Manager, Sales, GES
Date
1/19/16

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 125
Amendment 128
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 128 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS4042 from SWO 101. Now, therefore, the parties agree to amend the Supplemental Work Order 101 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4042</td>
<td>305 S Dawson St</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$380.00</td>
<td>$36.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PC1H-739, as previously amended, and SWO 101, as previously amended, shall remain in full force and effect.

This Amendment 128 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer, Assistant Director
Print or Type Name, Title

Date: 2/10/2016

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

David J. Wray, Director-CTE
Print or Type Name, Title

Date: 4 Feb 2016

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 128
Supplemental Work Order 129
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 129 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
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   "Minimum Service Commitment" shall mean the minimum period in which Purchaser agrees to keep circuits in service.

   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
   This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
   Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (MultiRouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTsplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 130 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Doug Haffer
Print or Type Name
Assistant Director

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature

Print or Type Name
Devin C. Evatt
Director - CTS 18 Feb 2016

Title
Date
Attachment 1  
SOW 129  
Secondary Ethernet Site List  
T16-RFQ-026  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
<th>Location</th>
<th>Site B</th>
<th>Location</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLS8901</td>
<td>Union Gap Driver Licensing Office, 2725 Rudkin Rd</td>
<td>Union Gap</td>
<td>2200 M St NE</td>
<td>Quincy</td>
<td>100</td>
<td>$1,577.00</td>
<td>$124.59</td>
</tr>
</tbody>
</table>
Amendment 126
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 126 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DOLC0607 from SWO 29. Now, therefore, the parties agree to amend the Supplemental Work Order 29 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 0607</td>
<td>7904 NE 6th Ave Ste B</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$680.00</td>
<td>$47.60</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

2. All other provisions of Contract T12-PCH-739, as previously amended, and SWO 29, as previously amended, shall remain in full force and effect.

This Amendment 126 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 2/26/2016

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Date: 4/7/2016
Amendment 127
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 127 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 116. Now, therefore, the parties agree to terminate Supplemental Work Order 116 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 127 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 2/26/2016

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

David S., Contract Director
Print or Type Name, Title
Date: 16 Feb 2016
Supplemental Work Order 130
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 130 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANS

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 129 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer
Print or Type Name
Assistant Director
Title
Date

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
David L. Grant
Print or Type Name
Title
Date
Attachment 1
SOW 130
Secondary Ethernet Site List
T16-RFQ-144
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESD3410</td>
<td>670 Woodland Square Loop</td>
<td>Lacey</td>
<td>Olympia</td>
<td>1</td>
<td>$1,650.00</td>
<td>$143.55</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 131
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 131 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 69. Now, therefore, the parties agree to terminate Supplemental Work Order 69 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 131 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer, Assistant Director
Print or Type Name, Title
Date: 3/7/11

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

[Signature]

Print or Type Name, Title
Date: 3/12/11
Supplemental Work Order 132
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 132 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 132 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

[Signature]
Doug Hoffer

Print or Type Name
Assistant Director

3/7/2016
Date

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]
[Print or Type Name]

[Signature]
[Print or Type Name]

3/1/2016
Date
Attachment 1
SOW 132
Secondary Ethernet Site List
T16-RFQ-146
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOCSPO4</td>
<td>715 E Sprague Ave</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$320.00</td>
<td>$27.84</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 133
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 133 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DOLC1735 from SWO 25. Now, therefore, the parties agree to amend the Supplemental Work Order 25 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 1735</td>
<td>10250 16th SW</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
<td>$50.40</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 101, as previously amended, shall remain in full force and effect.

This Amendment 133 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]

Doug Hoffer, Assistant Director

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Supplemental Work Order 134

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 134 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.
- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.
- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANS**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 134 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature

Mark C. Quincy

Print or Type Name

Assistant Director 3-22-16

Title

Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

David J. Casey

Print or Type Name

VP, SALES COO, ED 21 MAR 2016

Title

Date
Attachment 1  
SOW 134  
Secondary Ethernet Site List  
T16-RFQ-144  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC1713</td>
<td>10035 NE 183rd St</td>
<td>Bothell</td>
<td>Olympia</td>
<td>10</td>
<td>$350.00</td>
<td>$33.25</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 135
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 135 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 135 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark [Signature]

[Print or Type Name]

Acting Assistant Director 3-22-16

Title Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Dave [Signature]

Print or Type Name

UP [Print or Type Name] 6-16-2016

Title Date
Attachment 1  
SOW 135  
Secondary Ethernet Site List  
T16-RFQ-144  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC1714</td>
<td>628 SW 151st St</td>
<td>Burien</td>
<td>Olympia</td>
<td>10</td>
<td>$570.00</td>
<td>$54.15</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLC0601</td>
<td>1408 Franklin St</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$350.00</td>
<td>$29.40</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLC1720</td>
<td>5615 Roosevelt Way NE</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$350.00</td>
<td>$33.25</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 136
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 136 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS6028 from SWO 8. Now, therefore, the parties agree to amend the Supplemental Work Order 8 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6028</td>
<td>311 W 11th</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$28.00</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 8, as previously amended, shall remain in full force and effect.

This Amendment 136 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Print or Type Name, Title: Mark [Redacted]
Date: 3-22-16

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name, Title: David J. Gray
Date: 21 Mar 2016

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 136
Supplemental Work Order 137

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 137 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

   In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

   "Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

   "Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

   "Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

   "Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

   This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

   The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

   Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTS play traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 137 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby
Print or Type Name
Acting Assistant Director
3-22-16
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David I. Gray
Print or Type Name
VP Sales
3-22-16
Title
Date
Attachment 1  
SOW 137  
Secondary Ethernet Site List  
T16-RFQ-146  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY0601</td>
<td>708 W 13th Street</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$750.00</td>
<td>$63.00</td>
<td>SWO12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 138  
to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 138 (SOW) is made and entered into by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PC11-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PC11-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within ninety days from the placement of a SOW or Order. If an installation is determined to take longer than ninety days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix I. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirotuer Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 138 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Durbin
Assistant Director 3-30-16

Signature
Print or Type Name
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Print or Type Name
Title
Date
Attachment 1  
SOW 138  
Secondary Ethernet Site List  
T16-RFQ-152  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
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<th>Site B</th>
<th>Address</th>
<th>Location</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOH</td>
<td>23403 E Mission Ave</td>
<td>Liberty Lake</td>
<td>Quincy Data Center</td>
<td>2200 M St NE</td>
<td>Quincy</td>
<td>100</td>
<td>$720.00</td>
<td>$56.88</td>
</tr>
</tbody>
</table>
Amendment 139
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 139 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to correct the pricing of the following Ethernet circuit for DOLC1714 from SWO 135. Now, therefore, the parties agree to amend the Supplemental Work Order 8 to change the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 1714</td>
<td>628 SW 151st St</td>
<td>Burien</td>
<td>Olympia</td>
<td>10</td>
<td>$400.00</td>
<td>$38.00</td>
<td>$0</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 135, as previously amended, shall remain in full force and effect.

This Amendment 139 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
ACTING ASSISTANT DIRECTOR
MARK QUIMBY

Print or Type Name, Title
Date: 4-6-16

Signature

Print or Type Name, Title
Date: 29 MAR 2016
Supplemental Work Order 140
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 140 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 140 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Approved
Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
Mark Quincy
Print or Type Name
Assistant Director
Title
4-6-16
Date

Signature
Brian May
Print or Type Name
Sales Manager
Title
GES
Date
4/4/16
Attachment 1  
SOW 140  
Secondary Ethernet Site List  
T16-RFQ-152  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>PARK3402</td>
<td>11838 Tilley Rd S</td>
<td>Olympia</td>
<td>Olympia</td>
<td>10</td>
<td>$561.00</td>
<td>$48.84</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>

Amendment 142

for

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 142 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS2040 from SWO 8. Now, therefore, the parties agree to amend the Supplemental Work Order 8 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 2040</td>
<td>116 N 3rd St</td>
<td>Dayton</td>
<td>Olympia</td>
<td>10</td>
<td>$875.00</td>
<td>$61.25</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 8, as previously amended, shall remain in full force and effect.

This Amendment 142 shall be effective as of the date signed by CTS.

Approved

State of Washington,
Consolidated Technology Services

[Signature]
Acting Assistant Director
Mark Wimmer
Date: 5-11-16

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Date: 5 May 2016

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 142
Amendment Number 143
to
Contract Number T12-PCH-739
for Secondary Transport Ethernet Services

In accordance with Provision 40 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 ("Contract"), this Amendment Number 143 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to delete Schedule A in its entirety and replace with the following:

Schedule A

Authorized product and pricelist

<table>
<thead>
<tr>
<th>Circuit Speed</th>
<th>Maximum Monthly Recurring Charge (MRC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Mb</td>
<td>$900.00</td>
</tr>
<tr>
<td>10 Mb</td>
<td>$900.00</td>
</tr>
<tr>
<td>20 Mb</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>30 Mb</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>40 Mb</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>50 Mb</td>
<td>$1,950.00</td>
</tr>
<tr>
<td>60 Mb</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>70 Mb</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>80 Mb</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>90 Mb</td>
<td>$2,100.00</td>
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<tr>
<td>100 Mb</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>200 Mb</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>250 Mb</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>300 Mb</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>400 Mb</td>
<td>$8,500.00</td>
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<tr>
<td>500 Mb</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>600 Mb</td>
<td>$9,900.00</td>
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<tr>
<td>700 Mb</td>
<td>$9,900.00</td>
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<tr>
<td>800 Mb</td>
<td>$9,900.00</td>
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<tr>
<td>900 Mb</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>1G</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>2G</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>3G</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>4G</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>5G</td>
<td>$9,900.00</td>
</tr>
<tr>
<td>CTS location (Node site)</td>
<td>1G Aggregation trunk - Maximum Monthly Recurring Charge (MRC)</td>
</tr>
<tr>
<td>-------------------------</td>
<td>-------------------------------------------------</td>
</tr>
<tr>
<td>Olympia</td>
<td>Included</td>
</tr>
<tr>
<td>Quincy</td>
<td>Included</td>
</tr>
<tr>
<td>Seattle</td>
<td>Included</td>
</tr>
</tbody>
</table>

Vendor Aggregation Trunks to CTS locations (Node sites)

All other provisions of Contract Number T12-PCH-739 shall remain in full force and effect.
This amendment 143 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved
State of Washington
Consolidated Technology Services

Signature

Mark Oliver
Print or Type Name
Assistant Director
Title
6-21-16
Date

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

David J. Gray
Print or Type Name
UP. SID: 663
Title
21 June 2016
Date
Supplemental Work Order 145
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 145 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi Router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 145 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark C. Cunia
Print or Type Name
Manager, IT Services
Title
5-26-16
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David A. King
Print or Type Name
VP, Sales
Title
Date
Attachment 1
SOW 145
Secondary Ethernet Site List
TI6-RFQ-174
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>WSIPP 3401</td>
<td>110 East Fifth Ave</td>
<td>Olympia</td>
<td>Olympia</td>
<td>100</td>
<td>$750.00</td>
<td>$65.25</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 149
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 149 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS4005 from SWO 38. Now, therefore, the parties agree to amend the Supplemental Work Order 38 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4005</td>
<td>616 S 348th St</td>
<td>Federal Way</td>
<td>Olympia</td>
<td>10</td>
<td>$390.00</td>
<td>$27.30</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH 739, as previously amended, and SWO 38, as previously amended, shall remain in full force and effect.

This Amendment 149 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quinby, TSD Assistant Director
Print or Type Name, Title
Date: 6-14-16

Approved
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

[Print or Type Name, Title]
Date: 6-14-16

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 149
Supplemental Work Order 148
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 148 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions
In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PC11-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:
This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:
The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.
Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSpy/ct traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 148 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 1516</td>
<td>Island Insurance Associates, 18205 St Rt 525</td>
<td>Freeland</td>
<td>Olympia</td>
<td>10</td>
<td>$833.00</td>
<td>$72.47</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 1733</td>
<td>Renton License Agency, 329 Williams Ave S</td>
<td>Renton</td>
<td>Olympia</td>
<td>10</td>
<td>$340.00</td>
<td>$32.30</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 147
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 147 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH 739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before fortyfive (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within ninety (90) days from the placement of a SOW or Order. If an installation is determined to take longer than ninety (90) days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers. Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirotary Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 147 to Contract Number T12 PCH 739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quinby

Print or Type Name
TSD Assistant Director

Title
Date

6-14-16

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name

Title
Date

11-30-15

3-20-16
Attachment 1
SOW 147
Secondary Ethernet Site List
T16-RFQ-179
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC</td>
<td>Hwy 99 Auto</td>
<td>Vancouver</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0618</td>
<td>License, 13009 NF</td>
<td>Olympia</td>
<td>10</td>
<td>$560.00</td>
<td>$47.04</td>
<td>SWO</td>
<td>12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 146
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 146 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 146 to Contract Number T12-PC11-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
Date

6-14-16

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

[Signature]

Print or Type Name

Title
Date

6-14-16
Attachment 1
SOW 146
Secondary Ethernet Site List
T16-RFQ-174
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>201 NE 73rd St</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>100</td>
<td>$1,277.00</td>
<td>$107.28</td>
<td>SWO 12</td>
</tr>
<tr>
<td>6126</td>
<td>Ave Ste 305 &amp; 306</td>
<td>Longview</td>
<td>Olympia</td>
<td>100</td>
<td>$850.00</td>
<td>$68.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 151
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 151 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCI1-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCI1-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations:

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANS. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 151 to Contract Number T12-PCI1-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
Date
6-20-16

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title
Date
6-20-16
Attachment 1  
SOW 151  
Secondary Ethernet Site List  
T16-RFQ-179  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>1313 N Atlantic St</td>
<td>Spokane</td>
<td>Olympia</td>
<td>100</td>
<td>$700.00</td>
<td>$60.90</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 150

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 150 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughputs, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTShay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 150 to Contract Number T12-PC11-739 in its entirety, do agree thereto in each and every particular.

---

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
Date

6-15-16

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature

Print or Type Name

Title
Date
### Attachment 1  
**SOW 150**  
**Secondary Ethernet Site List**  
116-RFQ-179  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 1819</td>
<td>JRO Licensing Agency Inc, 227 NW Lindvig Way Ste 100</td>
<td>Poulsbo</td>
<td>Olympia</td>
<td>10</td>
<td>$600.00</td>
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</tr>
<tr>
<td>DOLC 2728</td>
<td>Fife License &amp; Title, 4905 Pacific Hwy E Ste 2A</td>
<td>Fife</td>
<td>Olympia</td>
<td>10</td>
<td>$340.00</td>
<td>$31.96</td>
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</tr>
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<td>DOLC 3729</td>
<td>Northwest Licensing, 2502 Cedarwood Ave</td>
<td>Bellingham</td>
<td>Olympia</td>
<td>10</td>
<td>$600.00</td>
<td>$52.20</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 152

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 152 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi route Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 152 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
Date
5-24-16

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

Signature
David J. Gray

Print or Type Name

Title
Date
VP - Sales
22 Jan 2016
<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECY BLV</td>
<td>3190 160th Ave SE</td>
<td>Bellevue</td>
<td>Olympia</td>
<td>100</td>
<td>$1,250.00</td>
<td>$120.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>

Attachment 1
SOW 152
Secondary Ethernet Site List
T16-RFQ-179
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.
Supplemental Work Order 153  
to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 153 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

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Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
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Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

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In Witness Whereof, the parties hereto, having read this SOW 154 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quinnby
Print or Type Name
TSD Assistant Director
Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Brian Way
Print or Type Name
Director SULEE
Title
Date

7-28-16
7-21-2016
Attachment 1  
SOW 153  
Secondary Ethernet Site List  
T16-RFQ-181  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5004</td>
<td>2120 Ryan Road</td>
<td>Buckley</td>
<td>Olympia</td>
<td>100</td>
<td>$964.00</td>
<td>$76.16</td>
<td>SWO</td>
</tr>
</tbody>
</table>
Supplemental Work Order 154
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 154 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi-Router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 153 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quinby

Print or Type Name
TSD Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Brian May

Print or Type Name
Director Sales GES

Title
Date

Date

7/21/2016
Attachment 1
SOW 154
Secondary Ethernet Site List
T16-RFQ-179
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 4009</td>
<td>Fircrest School, 15230 15th Ave NE</td>
<td>Shoreline</td>
<td>Olympia</td>
<td>100</td>
<td>$1,250.00</td>
<td>$118.75</td>
<td>SWO 12</td>
</tr>
<tr>
<td>COM 1702</td>
<td>2001 6th Ave Ste 2700</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$680.00</td>
<td>$65.28</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 155
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 155 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirother Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 155 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

<table>
<thead>
<tr>
<th>Approved</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Washington Consolidated Technology Services</td>
<td>Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.</td>
</tr>
<tr>
<td>Signature: Mark Quinby</td>
<td>Signature: David S. Gray</td>
</tr>
<tr>
<td>Print or Type Name: TSD Assistant Director</td>
<td>Print or Type Name:</td>
</tr>
<tr>
<td>Title: 8-26-16</td>
<td>Date: 29 July 2016</td>
</tr>
</tbody>
</table>
Attachment 1
SOW 155
Secondary Ethernet Site List
T16-RFQ-193
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY 0801</td>
<td>207 N 4th Ave</td>
<td>Kelso</td>
<td>Olympia</td>
<td>100</td>
<td>$1,071.00</td>
<td>$85.71</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 156
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 156 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 156 to Contract Number T12-PCH-739 in its entirely, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David Gray

Print or Type Name
VP – Sales GES

Title
Date

10 Aug 2016
Attachment 1
SOW 156
Secondary Ethernet Site List
T16-RFQ-194
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DFWISQ</td>
<td>1775 12th Ave NW</td>
<td>Issaquah</td>
<td>Olympia</td>
<td>10</td>
<td>$707.00</td>
<td>$67.18</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 158

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 158 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirotor Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 158 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Qunimby

Print or Type Name
TSD Assistant Director

Title
Date

Approved

Integra Telecom Holdings, Inc., by and through
Integra Telecom of Washington, Inc.

David A. Aug

Print or Type Name

Title
Date
Attachment 1
SOW 158
Secondary Ethernet Site List
T16-RFQ-189
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLS</td>
<td>9107 N Country Homes Blvd, Suites 1-4</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$320.00</td>
<td>$27.84</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 157

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 157 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 157 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

Print or Type Name
TSD Assistant Director
8-18-16

Approved

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
David J. Gray

Print or Type Name
VPI Sales 6-20-16
Date

Title

Date

Title
Attachment 1  
SOW 157  
Secondary Ethernet Site List  
T16-RFQ-194  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY 2701</td>
<td>2501 S 35th Street</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>100</td>
<td>$964.00</td>
<td>$92.57</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 159
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 159 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this amendment is to formalize the Contractor's change of name to the contract.

Therefore, the parties hereby agree as follows - references in the Contract to "Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc." are replaced with "Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.".

The parties' obligations under the contract remain unchanged.

This Amendment 159 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby, TSD Assistant Director

Print or Type Name, Title

Date: 8-29-16

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

David Gray – VP Sales GES

Print or Type Name, Title

Date: 7-4 Aug 2016

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 159
Supplemental Work Order 160

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 160 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

*In Witness Whereof,* the parties hereto, having read this SOW 160 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

<table>
<thead>
<tr>
<th>Print or Type Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TSD Assistant Director</td>
<td>8-29-16</td>
</tr>
</tbody>
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**Approved**

Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
David Gray

<table>
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<tr>
<th>Print or Type Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>VP Sales - GES</td>
<td>25 Aug 2016</td>
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Attachment 1  
SOW 160  
Secondary Ethernet Site List  
T16-RFQ-189  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS</td>
<td>1611 W Indiana Ave</td>
<td>Spokane</td>
<td>Olympia</td>
<td>100</td>
<td>$1,100.00</td>
<td>$95.70</td>
<td>$8,000.00</td>
<td>$696.00</td>
<td>SWO</td>
</tr>
<tr>
<td>1022</td>
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Supplemental Work Order 161

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 161 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANS

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 161 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
TSD Assistant Director
7 - 7 - 16

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
David Gray

Print or Type Name
VP Sales GES
6 Sep 2016

Title
Date
Attachment 1
SOW 161
Secondary Ethernet Site List
T17-RFQ-006
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>CNTY</td>
<td>205 S Columbus Ave</td>
<td>Goldendale</td>
<td>Olympia</td>
<td>100</td>
<td>$1,014.00</td>
<td>$76.07</td>
<td>SWO 12</td>
</tr>
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</table>
Amendment 164
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 164 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS3036 from SWO 9. Now, therefore, the parties agree to amend the Supplemental Work Order 9 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
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<tr>
<td>DSHS 3036</td>
<td>119 N Commercial St</td>
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<td></td>
<td>Bellingham Tower Ste 700</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 9, as previously amended, shall remain in full force and effect.

This Amendment 164 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 19 October 2016

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
David J. Long
Print or Type Name, Title
Date: 18 Oct 2016
Supplemental Work Order 165
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 165 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations:

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 165 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quinby
Print or Type Name
Assistant Director
Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Brian May
Print or Type Name
VP Sales CES
Title
Date
Attachment 1
SOW 165
Secondary Ethernet Site List
T17-RFQ-020

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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<tr>
<td>DOLC3426</td>
<td>South County Licensing Agency, 19949 Old Highway 99 SW</td>
<td>Rochester</td>
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<td>SWO 12</td>
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</table>
Supplemental Work Order 166
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 166 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANDS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

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5. Service Order and Installation

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6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

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- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

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8. Service Interface & Termination Requirements

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Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 166 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Mark Quinby

Print or Type Name
Assistant Director
12-29-16

Title
Date

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Stuart Trailor

Print or Type Name
12-29-16

Title
Date
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
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<td>DES-PRT</td>
<td>7580 New Market St SW</td>
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<td>SWO 12</td>
</tr>
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</table>
Amendment 167
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 167 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 121. Now, therefore, the parties agree to terminate Supplemental Work Order 121 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 167 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 2-8-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Stuart Taubman
Print or Type Name, Title
Date: 2/1/2017

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 167
Supplemental Work Order 168
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 168 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments. CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 168 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Print or Type Name
Assistant Director

3-1-17
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Stuart Taubman
Signature
Print or Type Name
Sr Director

2/26/17
Date
Attachment 1  
SOW 168  
Secondary Ethernet Site List  
T17-RFQ-042  

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
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<td>SWO 12</td>
</tr>
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</table>
Supplemental Work Order 169

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 169 (SOW) is made and entered into by and between the State of Washington, Consolidated Technology Services (“CTS” or “Purchaser”), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

“Secondary Transport Ethernet Contract” shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

“Minimum Service Commitment” shall mean the minimum period in which Purchasers agree to keep circuits in service.

“Node Router” shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

“Service Installation Date” shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANS**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTsplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 169 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby

Print or Type Name
Assistant Director

3 - 1 - 17

Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Stuart Taubman

Print or Type Name
Sr Director

2 / 1 / 17

Title
Date
Attachment 1
SOW 169
Secondary Ethernet Site List
T17-RFQ-042
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
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<tr>
<td>DOC</td>
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<tr>
<td>SPO0</td>
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Supplemental Work Order 170
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 170 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTStream traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 170 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director
3-8-17

Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Stuart Taubman

Print or Type Name
Sr Director
3-2-2017

Title
Date
Attachment 1
SOW 170
Secondary Ethernet Site List
T17-RFQ-045
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
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<tr>
<td>DOLC</td>
<td>Pierce County Auditor’s Office, 2401 S 35th St #200</td>
<td>Tacoma</td>
<td>Olympia</td>
<td>10</td>
<td>$560.00</td>
<td>$53.76</td>
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</tr>
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</table>
Amendment 171
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 171 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS4022 from SWO 118. Now, therefore, the parties agree to amend the Supplemental Work Order 118 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
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</thead>
<tbody>
<tr>
<td>DSHS4022</td>
<td>4045 Delridge Way SW</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$1,275.00</td>
<td>$121.13</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 118, as previously amended, shall remain in full force and effect.

This Amendment 171 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 3-21-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Stuart Taubman
Print or Type Name, Title
Date: 3/20/2017

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 171
Supplemental Work Order 172

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 172 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 172 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby

Print or Typename
Assistant Director

Title
3/21/17

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Stuart Taubman

Print or Typename
Sr Director

Signature

Stuart Taubman

Title
3/10/17

Date
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
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<tr>
<th>Site</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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Supplemental Work Order 173
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 173 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within ninety (90) days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 173 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]

Mark Quimby

Print or Type Name
Assistant Director

3-22-17

Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Stuart Taubman

Print or Type Name
Sr Director

3/20/2017

Date
Attachment 1  
SOW 173  
Secondary Ethernet Site List  
T17-RFQ-042  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
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<tbody>
<tr>
<td>DOCSP01</td>
<td>1717 W Broadway Ave</td>
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<td>$1,075.00</td>
<td>$93.53</td>
<td>SWO12</td>
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Supplemental Work Order 174
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 174 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirotuer Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SOW 174 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

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<tr>
<td>Mark Quimby</td>
<td>Stuart Taubman</td>
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Attachment 1
SOW 174
Secondary Ethernet Site List
T17-RFQ-042
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<tr>
<th>Site</th>
<th>Address</th>
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Supplemental Work Order 175

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 175 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 175 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

Print or Type Name
Assistant Director
3-27-17

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Stuart Taubman

Print or Type Name
Sr. Director
3/23/2017

Title
Date
Attachment 1  
SOW 175  
Secondary Ethernet Site List  
T17-RFQ-046  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

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<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
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<td>SWO 12</td>
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Supplemental Work Order 176

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 176 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 176 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
3/27/17

Approved

Electric Lightwave Holdings, Inc., by and through Integrated Telecom of Washington, Inc.

Signature
Stuart Taubman

Print or Type Name
Sr Director

Title
3/23/2017

Date
Attachment 1
SOW 176
Secondary Ethernet Site List
T17-RFQ-049
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
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<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
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<tr>
<td>DOLC3101</td>
<td>Snohomish County Auditor's Office, 3000 Rockefeller Ave</td>
<td>Everett</td>
<td>Olympia</td>
<td>10</td>
<td>$270.00</td>
<td>$24.84</td>
<td>SWO 12</td>
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</table>
Supplemental Work Order 178
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 178 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the “Effective Date”) and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 178 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Mark Quimby

Print or Type Name: Assistant Director

Date: 5-12-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Tyler Coates

Print or Type Name: VP Ethernet

Date: May 2, 2017

Title

Date
Attachment 1  
SOW 178  
Secondary Ethernet Site List  
T17-RFQ-060  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC0801</td>
<td>Cowlitz County Auditor, 207 N 4th Ave, Room 206</td>
<td>Kelso</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
<td>$58.32</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 179  
to  
Contract Number T12-PCH-739  
for  
Secondary Transport Ethernet Services

This Statement of Work 179 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 179 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quinby
Signature

Print or Type Name
Assistant Director

Title

Date

$-12-17

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Tyler Coates
Signature

Print or Type Name
VP Ethernet

May 2, 2017

Title

Date
Attachment 1
SOW 179
Secondary Ethernet Site List
T17-RFQ-060
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC</td>
<td>C&amp;L Auto Licensing, 957 14th Ave</td>
<td>Longview</td>
<td>Olympia</td>
<td>10</td>
<td>$720.00</td>
<td>$58.32</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment Number 182  

to  
Contract Number T12-PCH-739  
for Secondary Transport Ethernet Services

In accordance with Provision 40 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 ("Contract"), this Amendment Number 182 is entered into by and between the State of Washington, Consolidated Technology Services (CTS) and Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to add language concerning the Supplemental Work Order process:

Section 2. Term, Subsection 2.3 is hereby amended to add the following language:

CTS can execute SWOs for sites that have been awarded via Second Tier Ethernet RFQs released before July 1, 2017, following the SWO process stated in this Contract.

All other provisions of Contract Number T12-PCH-739 shall remain in full force and effect.

This amendment 182 shall be effective on the date of last signature below.

In witness thereof, the parties have signed below.

Approved  
State of Washington  
Consolidated Technology Services  

Signature  

MARK COUMBY  
Assistant Director  
6-14-17  

Approved  
Integra Telecom Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature  

Tyler Coates  
VP Ethernet  
June 13, 2017
Supplemental Work Order 184

to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 184 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a three (3) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchaser to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. **SNMP Access**

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. **Traffic Graphs**

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

**In Witness Whereof**, the parties hereto, having read this SOW 184 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

---

**Approved**

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

Print or Type Name
Assistant Director

6-26-17

---

**Approved**

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Tyler Coates

Print or Type Name
VP Ethernet

June 21, 2017
Attachment 1
SOW 184
Secondary Ethernet Site List
T17-RFQ-062
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site A</th>
<th>Address</th>
<th>Site B</th>
<th>Address</th>
<th>Gb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>NRC</th>
<th>NRC Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECYHQ</td>
<td>300 Desmond Dr, Rm R01-18, Lacey</td>
<td>Quincy</td>
<td>2200 M St NE, Quincy</td>
<td>10</td>
<td>$4,250.00</td>
<td>$369.75</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>
Supplemental Work Order 180

to

Contract Number T12-PCH-739

for

Secondary Transport Ethernet Services

This Statement of Work 180 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANs.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 180 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Tyler Coates

Print or Type Name
VP Ethernet

Title
Date

July 11, 2017
## Attachment 1

**SOW 180**

Secondary Ethernet Site List

**T17-RFQ-062**

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIIA</td>
<td>Board of Industrial Appeals, 1311 N Washington St, Ste B</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$300.00</td>
<td>$26.40</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 181
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 181 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation
Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits
Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability
As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

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Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs
Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
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Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

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Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirotuer Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 181 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Tyler Coates

VP Ethernet

Title
Date

July 11, 2017
Attachment 1  
SOW 181  
Secondary Ethernet Site List  
T17-RFQ-062  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 3410</td>
<td>Hawk's Prairie Licensing, 1401 Marvin Rd NE, Ste 105</td>
<td>Lacey</td>
<td>Olympia</td>
<td>10</td>
<td>$420.00</td>
<td>$36.54</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 183
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 183 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 183 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quinnby

Print or Type Name
Assistant Director

Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Tyler Coates

Print or Type Name
VP Ethernet

Title
Date

July 11, 2017
Attachment 1  
SOW 183  
Secondary Ethernet Site List  
T17-RFQ-065  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOC</td>
<td>1127 N Garden St</td>
<td>Bellingham</td>
<td>Olympia</td>
<td>10</td>
<td>$300.00</td>
<td>$26.10</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 185
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 185 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 185 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved
State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

7-11-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Tyler Coates

Print or Type Name
VP Ethernet

Title
Date

July 11, 2017
Attachment 1
SOW 185
Secondary Ethernet Site List
T17-RFQ-068
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>BIIASEA</td>
<td>2815 2nd Ave, Ste 550</td>
<td>Seattle</td>
<td>Olympia</td>
<td>100</td>
<td>$695.00</td>
<td>$70.19</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 186
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 186 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser's Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor's responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS' Contract Manager and CTS' WAN Manager upon Service Installation, the date of which shall be the "Services Installation Date."

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 186 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date 7/11/17

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Print or Type Name
Tyler Coates

Title
Date

Print or Type Name
VP Ethernet

Title
Date June 23, 2017
Attachment 1
SOW 186
Secondary Ethernet Site List
T17-RFQ-070
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>PE-SPO3203</td>
<td>16201 E Indiana Ave, Suite 5600</td>
<td>Spokane Valley</td>
<td>Olympia</td>
<td>100</td>
<td>$805.00</td>
<td>$70.84</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 194
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 194 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

1. The purpose of this Amendment is to terminate the following Ethernet circuit for DSHS6126 from SWO 101. Now, therefore, the parties agree to amend the Supplemental Work Order 101 to remove the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS6126</td>
<td>1338 Commerce Ave Suite 305 &amp; 306</td>
<td>Longview Olympia</td>
<td>10</td>
<td>$687.00</td>
<td>$55.00</td>
<td>SWO 12</td>
<td></td>
</tr>
</tbody>
</table>

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 101, as previously amended, shall remain in full force and effect.

This Amendment 194 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 7-24-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Date: 7-18-17

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 194
Amendment 191
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 191 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The parties hereby agree to amend SWO 106 as follows:

1. Upgrade the following Ethernet site from SWO 106 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6128</td>
<td>1550 Irving St SW, Suite 201</td>
<td>Tumwater</td>
<td>Olympia</td>
<td>100</td>
<td>$1,266.00</td>
<td>$0</td>
<td>SWO 17</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 106, as previously amended, shall remain in full force and effect.

This Amendment 191 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby, Assistant Director
Print or Type Name, Title

Date: 7-24-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Tyler Coates
VP Ethernet

Print or Type Name, Title

Date: July 18, 2017

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 191
Amendment 189
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 189 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The parties hereby agree to amend SWO 8 as follows:

1. Upgrade the following Ethernet site from SWO 8 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 2003</td>
<td>525 5th Street</td>
<td>Clarkston</td>
<td>Olympia</td>
<td>100</td>
<td>$2,100.00</td>
<td>$0</td>
<td>SWO 17</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until November 13, 2019.

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 8, as previously amended, shall remain in full force and effect.

This Amendment 189 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 7-24-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Tyler Coates
Print or Type Name, Title
Date: July 18, 2017
Amendment 190
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 190 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The parties hereby agree to amend SWO 16 as follows:

1. Upgrade the following Ethernet site from SWO 16 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6125</td>
<td>13600 NE 9th St</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>1000</td>
<td>$1,266.00</td>
<td>$0</td>
<td>SWO 17</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until September 26, 2019.

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 16, as previously amended, shall remain in full force and effect.

This Amendment 190 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Mark Quimby, Assistant Director
Print or Type Name, Title
Dates: 7-27-17

Signature
Tyler Coates
Print or Type Name, Title
Date: July 20, 2017

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 190
Supplemental Work Order 193
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 193 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANS

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 193 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Mark Quimby
Assistant Director

Print or Type Name
Title

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Tyler Coates

Signature

Print or Type Name
Title

July 26, 2017
Date
Attachment 1
SOW 193
Secondary Ethernet Site List
T17-RFQ-068
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOR</td>
<td>19801 North Creek Pkwy, Bldg C</td>
<td>Bothell</td>
<td>Olympia</td>
<td>100</td>
<td>$800.00</td>
<td>$80.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 198
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 198 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The parties hereby agree to amend SWO 52 as follows:

1. Upgrade the following Ethernet site from SWO 52 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 1072</td>
<td>1330 N Washington St Ste 3000</td>
<td>Spokane</td>
<td>Olympia</td>
<td>1</td>
<td>$1,450.00</td>
<td>$0</td>
<td>SWO 17</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 13, 2019.

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 52, as previously amended, shall remain in full force and effect.

This Amendment 198 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 8-4-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
[Signature]
Tyler Coates
Print or Type Name, Title
Date: August 2, 2017

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 198
Amendment 199
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 199 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The parties hereby agree to amend SWO 93 as follows:

1. Upgrade the following Ethernet site from SWO 93 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 6026</td>
<td>907 Harney St</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>1</td>
<td>$1,350.00</td>
<td>$0</td>
<td>SWO 17</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until August 1, 2019.

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 93, as previously amended, shall remain in full force and effect.

This Amendment 199 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 8-4-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

Tyler Coates
Print or Type Name, Title
Date: August 3, 2017

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 199
Supplemental Work Order 200
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 200 (SOW) is made and entered by and between the State of Washington,
Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by
and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain
contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby
acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized
terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services
between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers
agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of
VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed,
tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and
continue in full force and effect for a two (2) year term, measured from the latest Service
Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by
reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the
throughput, price, and between the endpoints specified in Attachment 1.
5. **Service Order and Installation**

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. **Term of Service – Individual Circuits**

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. **Termination Liability**

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. **Service Interface & Termination Requirements**

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. **Management VLANs**

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multi router Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 200 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Tyler Coates

Print or Type Name
VP Ethernet

Title
Date

August 9, 2017
Attachment 1
SOW 200
Secondary Ethernet Site List
T17-RFQ-068
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECYBFO</td>
<td>913 Squalicum Way, Suite 101</td>
<td>Bellingham</td>
<td>Olympia</td>
<td>100</td>
<td>$1,355.00</td>
<td>$117.88</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Supplemental Work Order 202
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 202 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 202 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quimby

Print or Type Name
Assistant Director

8-29-17

Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Tyler Coates

Print or Type Name
VP Ethernet

August 25, 2017

Date
Attachment 1  
SOW 202  
Secondary Ethernet Site List  
T17-RFQ-076  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLD1709</td>
<td>205 Spring St</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$300.00</td>
<td>$30.30</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLD0603</td>
<td>9609 NE 117th Ave, Bldg 27 Ste 2730</td>
<td>Vancouver</td>
<td>Olympia</td>
<td>10</td>
<td>$390.00</td>
<td>$32.76</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 203
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 203 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The parties hereby agree to amend SWO 21 as follows:

1. Upgrade the following Ethernet site from SWO 21 in its entirety with the following:

<table>
<thead>
<tr>
<th>Customer Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>NRC</th>
<th>Trunk Circuit</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 2060</td>
<td>744 5th St, Suite C</td>
<td>Clarkston</td>
<td>Olympia</td>
<td>100</td>
<td>$1,910.00</td>
<td>$0</td>
<td>SWO 17</td>
</tr>
</tbody>
</table>

2. Term:

This SWO shall be effective as of the date executed by CTS and continue in full force and effect until November 3, 2019.

All other provisions of Contract T12-PCH-739, as previously amended, and SWO 21, as previously amended, shall remain in full force and effect.

This Amendment 203 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 8-23-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Tyler Coates
Print or Type Name, Title
Date: August 22, 2017

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 203
Supplemental Work Order 204
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 204 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecolm of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a one (1) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 204 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quimby

Print or Type Name
Assistant Director

Title
Date

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Tyler Coates

Print or Type Name
VP Ethernet

Title
Date

August 25, 2017
Attachment 1
SOW 204
Secondary Ethernet Site List
T17-RFQ-076
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DORBOT 1704</td>
<td>19800 North Creek Pkwy</td>
<td>Bothell</td>
<td>Olympia</td>
<td>1</td>
<td>$1,200.00</td>
<td>$120.00</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 196
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 196 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to terminate SWO 87. Now, therefore, the parties agree to terminate Supplemental Work Order 87 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 196 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

\[Signature\]

Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 9-8-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

\[Signature\]

Date: 7-26-17

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 196
Amendment 201
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 201 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to terminate SWO 169. Now, therefore, the parties agree to terminate Supplemental Work Order 169 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 201 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]

Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 9-8-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]

[Signature]

Print or Type Name, Title
Date: 9-7-17

State of Washington
Consolidated Technology Services
T12-PCH-739
Amendment 201
Amendment 192
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 192 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 113. Now, therefore, the parties agree to terminate Supplemental Work Order 113 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 192 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 4-17-17

Approved
Electric Lightwave Holdings, Inc., by and
through Integra Telecom of Washington, Inc.

Signature

Date: 9-8-17
Supplemental Work Order 205
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 205 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VILANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughput, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month’s invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANs

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 205 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

[Signature]
Mark Quinby

Print or Type Name
Assistant Director

Date
9-27-17

Approved

Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Tyler Coates

Print or Type Name
VP Ethernet

Date
September 26, 2017
Attachment 1
SOW 205
Secondary Ethernet Site List
T17-RFQ-076
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Gb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSHS 5010</td>
<td>201 W Main St, 2nd Floor</td>
<td>Puyallup</td>
<td>Olympia</td>
<td>1</td>
<td>$1,050.00</td>
<td>$103.95</td>
<td>SWO 12</td>
</tr>
</tbody>
</table>
Amendment 188
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 188 is entered into by and between the State of Washington, Consolidated Technology Services (“CTS”) and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. (“Contractor”).

The purpose of this Amendment is to terminate SWO 129. Now, therefore, the parties agree to terminate Supplemental Work Order 129 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 188 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 11-20-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature
Douglas Demecey, VP, Costs & Policy
Print or Type Name, Title
Date: 11/16/2017
Amendment 195
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 195 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to terminate SWO 59. Now, therefore, the parties agree to terminate Supplemental Work Order 59 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 195 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby, Assistant Director
Print or Type Name, Title

Date: 11-20-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Douglas Denney, VP, Costs & Policy
Print or Type Name, Title

Date: 11-16-2017
Amendment 197
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the “Contract”), this Amendment 197 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to terminate SWO 33. Now, therefore, the parties agree to terminate Supplemental Work Order 33 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 197 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

[Signature]
Mark Quimby, Assistant Director
Print or Type Name, Title
Date: 11-20-17

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

[Signature]
Douglas Denney VP, Cost & Policy
Print or Type Name, Title
Date: 11/10/2017
Amendment 206
for
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

In accordance with Section 41 (Authority for Modifications and Amendments) of Contract Number T12-PCH-739 for Secondary Transport Ethernet Services, (the "Contract"), this Amendment 206 is entered into by and between the State of Washington, Consolidated Technology Services ("CTS") and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor").

The purpose of this Amendment is to terminate SWO 32. Now, therefore, the parties agree to terminate Supplemental Work Order 32 in its entirety.

All other provisions of Contract T12-PCH-739, as previously amended, shall remain in full force and effect.

This Amendment 206 shall be effective as of the date signed by CTS.

Approved
State of Washington,
Consolidated Technology Services

Signature

Mark Quimby, Assistant Director
Print or Type Name, Title

Date: 3-21-18

Approved
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

Signature

Doug Denney
VP, Costs & Policy
Print or Type Name, Title

Date: March 20, 2018

State of Washington
Consolidated Technology Services

T12-PCH-739
Amendment 206
Supplemental Work Order 162
to
Contract Number T12-PCH-739
for
Secondary Transport Ethernet Services

This Statement of Work 162 (SOW) is made and entered by and between the State of Washington, Consolidated Technology Services ("CTS" or "Purchaser"), and Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc. ("Contractor"), pursuant to Section 29 of that certain contract No. T12-PCH-739, for Secondary Transport Ethernet Services.

Recitals

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows. Unless otherwise defined, capitalized terms in this Amendment have the meanings ascribed to them in the Contract.

1. Definitions

In addition to the definitions contained in the Contract, the following definitions shall apply to this SOW:

"Secondary Transport Ethernet Contract" shall mean that contract for Ethernet Services between Vendor and CTS, with reference number T12-PCH-739.

"Minimum Service Commitment" shall mean the minimum period in which Purchasers agree to keep circuits in service.

"Node Router" shall mean Customer Router to which vendor delivers an aggregated bundle of VLANS.

"Service Installation Date" shall mean the date on which Services are actually installed, tested, and ready for Purchaser acceptance as defined in Section 6.

2. Term:

This SOW shall be effective as of the date executed by CTS (the "Effective Date") and continue in full force and effect for a two (2) year term, measured from the latest Service Installation Date for the end sites covered under this SOW.

3. Incorporation of the Contract:

The terms and conditions of the Ethernet Contract are hereby restated and incorporated by reference in their entirety.

4. Service Delivery Locations.

Vendor agrees to provide, at all times during the Term of this SOW, Ethernet Services at the throughputs, price, and between the endpoints specified in Attachment 1.
5. Service Order and Installation

Vendor agrees, to have the Services installed, tested and ready for Purchaser’s Acceptance Testing (pursuant to Section 19 of the Contract) on or before forty five (45) days where facilities exist from the date that an order is placed. Where facilities do not exist, Services are expected within 90 days from the placement of a SOW or Order. If an installation is determined to take longer than 90 days, Integra shall notify CTS immediately and CTS shall work with Integra on a case to case basis for a timely resolution. It is Vendor’s responsibility to coordinate the delivery of, install or arrange installation of, test and make operational all items necessary to provide the Services. Vendor agrees to provide written notification to CTS’ Contract Manager and CTS’ WAN Manager upon Service Installation, the date of which shall be the “Services Installation Date.”

6. Term of Service – Individual Circuits

Circuits ordered for each site during the first year following the Effective Date of this SOW shall have a Minimum Service Commitment of twelve (12) months, commencing on the Service Installation Date for that site. The list of circuits covered by this SOW is incorporated by reference and attached hereto.

7. Termination Liability

As the sole and exclusive remedy for termination of any Services prior to the end of the term, Customer agrees to pay to Vendor the termination liability as follows:

- For termination during the Minimum Service Commitment, Termination Liability shall be an amount equal to 30% of the monthly recurring cost of the Services terminated times the number of months remaining in the Minimum Service Commitment period, plus 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- For termination after the Minimum Service Commitment, Termination Liability shall be an amount equal 30% of the monthly recurring charges times the number of months remaining in the Term of this SOW after the Minimum Service Commitment.

- Any termination charges shall be due in a lump sum, which shall be invoiced on the last month's invoice for the terminated service.

8. Service Interface & Termination Requirements

Vendor agrees to provide, at all times during the Term of this SOW, via a full duplex Ethernet Interface with auto negotiation at the capacities, interfaces, and Purchaser locations specified in Appendix 1. Vendor is solely responsible for all access and fiber/cabling infrastructure to the point of service handoff.

9. Management VLANS

Vendor agrees to provide, at all times during the Term of this SOW, a management VLAN for the Advanced Transport Services that allows Purchasers to check status of routes or network segments CTS will provide IP addresses to be used for secondary addressing as necessary at each network element. Where Vendor is providing only a single VLAN to CTS, Vendor may satisfy this requirement by providing an additional port on the existing VLAN.
10. SNMP Access

Vendor agrees to provide, at all times during the Term of this SOW, for those portions of the services which utilize routers, Purchasers with SNMP (SNMPv2 minimum, SNMPv3 preferred) access to each network element in the path dedicated exclusively to Purchaser traffic.

11. Traffic Graphs

Vendor agrees to provide to Purchasers, via secured website, dynamically generated MRTG (Multirouter Traffic Grapher) graphs reflecting current SNMP data for traffic on each segment of the paths carrying CTS VLANs. The MRTG graphs must show Five (5) minute, daily, weekly, monthly, and annual images. This Section may be satisfied through the use of some other automated graphing methodology provide the graphs CTSplay traffic data at the required intervals.

In Witness Whereof, the parties hereto, having read this SOW 162 to Contract Number T12-PCH-739 in its entirety, do agree thereto in each and every particular.

Approved

State of Washington
Consolidated Technology Services

Signature
Mark Quinnby

Print or Type Name
TSD Assistant Director

Title
Date
9-23-16

Approved

Electric Lightwave Holdings, Inc., by and through Integra/Telecom of Washington, Inc.

Signature
David S. Gray

Print or Type Name
VP Sales CTS

Title
Date
VP Sales CTS
21 Sep 2016
Attachment 1  
SOW 162  
Secondary Ethernet Site List  
T17-RFQ-006  
Electric Lightwave Holdings, Inc., by and through Integra Telecom of Washington, Inc.

<table>
<thead>
<tr>
<th>Site</th>
<th>Address</th>
<th>Location</th>
<th>CTS Node</th>
<th>Mb</th>
<th>MRC</th>
<th>MRC Taxes</th>
<th>Trunk</th>
</tr>
</thead>
<tbody>
<tr>
<td>DOLC 3422</td>
<td>Lacey Auto Licensing, 3520 Pacific Ave SE</td>
<td>Olympia</td>
<td>Olympia</td>
<td>10</td>
<td>$658.00</td>
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<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 3251</td>
<td>Market St Auto Licensing, Inc., 4011 N Market St</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
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<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 3216</td>
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<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$648.00</td>
<td>$56.38</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 1712</td>
<td>Auburn License Agency, Inc., 124 Auburn Way N</td>
<td>Auburn</td>
<td>Olympia</td>
<td>10</td>
<td>$320.00</td>
<td>$30.40</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 3423</td>
<td>Package Express Auto Licensing, 2103 Harrison Ave NW Ste 2</td>
<td>Olympia</td>
<td>Olympia</td>
<td>10</td>
<td>$310.00</td>
<td>$27.28</td>
<td>SWO 12</td>
</tr>
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<td>DOLC 1718</td>
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<td>Kent</td>
<td>Olympia</td>
<td>10</td>
<td>$310.00</td>
<td>$29.45</td>
<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 1742</td>
<td>Georgetown Licensing Agency, 5963 Corson Ave S #162</td>
<td>Seattle</td>
<td>Olympia</td>
<td>10</td>
<td>$310.00</td>
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<td>SWO 12</td>
</tr>
<tr>
<td>DOLC 3247</td>
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<td>Spokane</td>
<td>Olympia</td>
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</tr>
<tr>
<td>DOLC 1736</td>
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<td>Seattle</td>
<td>Olympia</td>
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<td>$29.76</td>
<td>SWO 12</td>
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<tr>
<td>DOLC 3248</td>
<td>North Spokane Auto Licensing, 10208 N Division Ste 109</td>
<td>Spokane</td>
<td>Olympia</td>
<td>10</td>
<td>$310.00</td>
<td>$26.97</td>
<td>SWO 12</td>
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<tr>
<td>DOLC 1716</td>
<td>Enumclaw License Agency, 1612 Cole St</td>
<td>Enumclaw</td>
<td>Olympia</td>
<td>10</td>
<td>$571.00</td>
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