

AUTHORIZATION TO ORDER UNDER STATE CONTRACT

NWN and the State of California ("State") have entered into a Contract for CALNET 3 Statewide Contract A (SWC-A), **C3-A-12-10-TS-12**, for the following Subcategories and terms. The State may, at its sole option, elect to extend the Contract term for up to the number of additional periods of one (1) year each as indicated below.

<u>Subcategory</u>	<u>Contract Award</u>	<u>Contract End</u>	<u>1 year Optional Extensions</u>
1.2 MPLS, VPN and Converged VoIP	November 15, 2013	June 30, 2018	2

Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in Government Code section 11541, is allowed to order services and products ("Services") solely as set forth in the Contract.

A non-State public Entity (herein "Non-State Entity") shall also be required to complete and submit this Authorization to Order (ATO) Under State Contract prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the Service(s) will be provided to a Non-State Entity are fully set forth in the Contract. Access to the Contract is available at <http://www.otech.ca.gov/stnd/calnet3/>.

("Non-State Entity") desires to order Service(s), and Contractor agrees to provide such Service(s), as identified in the State of California, Telecommunications Service Request (Form. 20), pursuant to the terms and conditions and rates contained in the Contract.

E-Rate Customers

Only complete if applying for E-Rate funding:

intends to seek Universal Service Funding (E-Rate) for eligible services provided under this ATO.

The Service(s) ordered under this ATO shall commence on [redacted] ("Service Date"). Upon the Service Date, this ATO supersedes and replaces any applicable serving arrangements between Contractor and Non-State Agency for the Service(s) being ordered under this ATO.

This ATO shall become effective upon execution by Non-State Entity, Contractor, and the Office of Technology Services, Statewide Telecommunications and Network Division (OTech/STND). No Service(s) shall be ordered by Non-State Entity or provided by Contractor until this ATO has been executed by both parties and approved by OTech/STND.

By executing this ATO, Non-State Entity agrees to subscribe to the selected services, and Contractor agrees to provide selected services, in accordance with the terms and conditions of this ATO and the Contract. Upon execution of this ATO by Non-State Entity and Contractor, Contractor shall deliver this ATO to OTech/STND for review and approval. The State may, at its sole discretion, revoke any applicable previously approved ATO.

The OTech/STND will provide Contract management and oversight, and upon request by the Non-State Entity or Contractor, will advocate resolving any Contract service issues. The ATO, and any resulting Form 20, is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State Entity in resolution of litigated disputes between the parties.

Non-State Entity may terminate this ATO, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' of written notice of cancellation. This ATO shall not exceed the term of the CALNET 3 Contract.

Non-State Entity, upon execution of this ATO, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.

Non-State Entity, upon execution of this ATO, certifies that it has reviewed the terms and conditions, including the rates and charges, of the Contract.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that billing invoices for Service(s) subscribed to under the Contract are subject to review and/or audit by the State, pursuant to provisions of the Contract.

All Service(s) ordered under this ATO will be submitted using the Form 20, signed by the Non-State Entity's authorized signatory. Any additions or deletions to Service(s) shall likewise be accomplished by submission of a Form 20, noting changes. The Non-State Entity understands that Form 20s are subject to review by the CALNET 3 CMO to ensure contract compliance.

Non-State Entity, upon execution of this ATO, certifies the Non-State Entity understands that the Contractor shall provide CALNET 3 CMO all data, reports, and access to trouble tickets for Service(s) subscribed to under the Contract, pursuant to provisions of the Contract.

Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract and selected below. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rates set forth in the Contract for such Service(s).

Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the following:

Contractor:

NWN

11931 Foundation Place, Suite 250

Gold River, CA 95829

Attn:

Attn: Chris Anthon

Inside Sales Support Manager

Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered or certified with return receipt requested, shall be deemed delivered five (5) State business days after mailing. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this ATO to be executed on the date shown below by their respective duly authorized representatives:

NON-STATE ENTITY	CONTRACTOR
By: Authorized Signature	By: Authorized Signature
Printed Name and Title of Person Signing	Printed Name and Title of Person Signing
Date Signed:	Date Signed:

Approved By:

State of California

Department of Technology,

Statewide Telecommunications and Network Division

By: Authorized Signature
Printed Name and Title of Person Signing
Date Signed:

Select services for

Selected Services	<u>NWN C3-A-12-10-TS-12</u>	Customer Initials
<input type="checkbox"/>	Multi-Protocol Label Switching (MPLS) Subcategory 1.2	