



State of Oklahoma
Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH OBJECTSTREAM, INC.
RESULTING FROM SOLICITATION NO. 0900000251**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to Objectstream, Inc. (“Objectstream”) in connection with Solicitation No. 0900000251 (“Solicitation”) and is effective September 12, 2017.

Recitals

Whereas, the State issued a Solicitation for proposals to provide Managed Internet Broadband Services, as more particularly described in the Solicitation;

Whereas, Objectstream submitted a proposal which did contain exceptions to the Solicitation terms; and

Whereas, the State and Objectstream have agreed to the final terms under which Objectstream will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to the terms of the Contract that is being awarded to Objectstream simultaneously with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

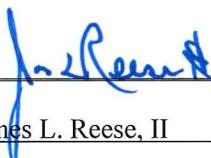
2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to Service Level Agreement as contained in Attachment A to this Addendum

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**State of Oklahoma by and through the Office
of Management and Enterprise Services**

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 9-18-17

Objectstream, Inc.

By: 
Name: Biju Kurian
Title: President
Date: 9/12/17

Attachment A



STATE OF OKLAHOMA - MANAGED INTERNAL BROADBAND SERVICES

1. INTRODUCTION

The following SLA is provided in response to Section C.4.1 of the Solicitation: "Service Level Agreement (SLA) that outlines the minimum service that a customer may expect for services, warranties and support. SLA's shall be in Word or a machine editable format". It has been Objectstream's experience that Service Level Agreements are negotiated agreements between clients and service providers to ensure that service expectations are met and with the understanding that service level expectations and credits may differ from client to client.

2. GENERAL

This Service Level Agreement (SLA) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000251 (the "Solicitation") and entered into between Objectstream, Inc. ("Objectstream" or "Service Provider") and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State"), the terms of which are incorporated herein.

This SLA is applicable to Managed Internal Broadband Services provided by Service Provider to any State Entity under the Contract (Customer). Customer must at all times cooperate with Service Provider in testing, determining and verifying that a qualifying service outage has occurred.

3. SERVICE ISSUES

After Customer service call initiation into Tier 1 Customer Service queue, a Tier 1 "help desk" representative responds by working with Customer on basic testing. Any issues found are addressed online, with a service call, or escalation.

4. SERVICE LEVEL INDICATORS (SLI) AND MEASURES

4.1 Mean Time To Repair Guarantee

For all 77 Oklahoma counties, Service Provider will provide a Mean Time To Repair (MTTR) interval of 24 hours. Customer shall be entitled to one (1) day's credit (based on a 30-day calendar month) from the Customer's monthly recurring service fees if Service Provider fails to meet the MTTR Guarantee by 8 hours or less. Customer shall be entitled to three (3) day's credit (based on a 30-day calendar month) from the Customer's monthly recurring service fees if Service Provider fails to meet the MTTR Guarantee by 8 to 24 hours. Customer shall be entitled to one 30-day calendar month's credit from the Customer's monthly recurring service fees if Service Provider fails to meet the MTTR Guarantee by over 24 hours.



4.2 Availability Guarantee

Service Provider provided Managed Internal Broadband Service shall be available 99.9% of the time measured over a calendar month. Availability shall be calculated based on an aggregate monthly measurement average. Customer shall be entitled to one (1) day's credit (based on a 30-day calendar month) from the Customer's monthly recurring service fees if Service Provider fails to meet the aggregate Availability Guarantee during any calendar month.

Any Availability or Guarantee calculation shall not include any unavailability resulting from: (a) scheduled network maintenance, (b) the occurrence of a Force Majeure event, or (c) the failure of non-service impacting equipment or systems responsible for network measurements.

5. SLA EXCLUSIONS

A service outage does not include an outage occurring during scheduled periods of maintenance or upgrades. SLAs do not apply and Service Provider is not responsible for failure to meet an SLA resulting from:

- The misconduct or accident of Customer behavior or users of service;
- The failure or deficient performance of power, equipment, services or systems not provided by Service Provider;
- Delay caused or requested by Customer;
- Service interruptions, deficiencies, degradations or delays due to any Customer Premises Equipment when provided by third parties;
- Service interruptions, deficiencies, degradations or delays during any period in which Service Provider or its representatives are not afforded access to the premises where access lines associated with service are terminated or Service Provider equipment is located;
- Service interruptions, deficiencies, degradations or delays during any period when a component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order;
- Customer's election to not release a service component for testing and/or repair and to continue using the service component; and/or Force Majeure conditions such as fire, explosion, lightning, power surges or failures, strikes or labor disputes, water, acts of god, the elements, war, civil disturbances, terror, acts of civil or military authorities, fuel or energy shortages, acts or omissions of Service Providers or other causes beyond Service Provider control, whether or not similar to the foregoing.



6. USE OF ALTERNATE SERVICE

If Customer elects to use another means of communications during the period of interruption, Customer must pay the charges for the alternative service used.