To: Members of Dublin City Council  
From: Dana L. McDaniel, City Manager  
Date: April 30, 2015  
Re: Resolution 46-15 - 100-Gigabit Infrastructure and Incentive Program

Background

This Memo provides recommendations regarding the implementation of a 100-gigabit infrastructure and incentive program. The City of Dublin leverages certain incentives for the purpose of economic development. One key incentive program has been Dublin's Dublink broadband infrastructure. As City Council knows, the City has leveraged this infrastructure asset as a means to save costs, generate revenue, and retain, expand, attract and create companies and jobs.

As Council is also aware, the City has budgeted in its Five-Year CIP a 100-gigabit infrastructure program. The City has budgeted a total of $865,000 over a six-year period. The City also will receive $360,000 in cash from the Ohio Academic Resource Network (OARnet) in exchange for the use of additional fiber optics in the Dublink system. This funding from OARnet is intended to be used for the purchase of equipment and fiber optics to be used towards the 100-gigabit project. The City will also receive an additional $300,000 in State Capital funds towards the 100-gigabit project. These funds will be used to extend the City's fiber optic system into certain areas of the City, and to facilitate the connection of Dublin City Schools to the 100-gigabit backbone while providing the Dublin City Schools a presence in the local data center.

The overall intent of the 100-gigabit project is to:

*Provide a fiber optic backbone that can operate at 100 gigabits of broadband speed and capacity in order to create, retain, expand and attract high-tech and broadband driven industry, businesses and jobs, while expanding the capabilities of primary and secondary education.*

This effort directly supports Council’s Strategic Focus Area to maintain the City’s fiscal health and economic vitality and council’s goal to keep Dublin’s office buildings competitive.

Why pursue 100-gigabit capable infrastructure?

- Leverage the existing fiber to the curb capability the City of Dublin already possesses.
- Build upon the City's existing fiber capability by:
  - Increasing the fiber count in the existing conduit
  - Extending the fiber optic capability into additional areas
  - Extending fiber optic capability into commercial buildings
- To maximize broadband capacity for research, education and business use
- Differentiate from Google Communities (> 1 gigabit)
- Be "the place to be" for broadband capacity and opportunity to leverage it for development and use.
• Provide access to a research platform – attract researchers/heavy consumers of bandwidth
• Provide a platform for modeling, analytics, prototyping and simulation
• Attract high paying technology jobs
• Provide a value-added amenity to our legacy office buildings and make them more competitive
• Maximize partnership/collaborator opportunities for service delivery and programs (educational, economic dev)
• Create new applications, technologies, and uses
• Provide access for Dublin City Schools

The City is well positioned, given its five-Year CIP, OARnet revenue and State Capital funding, to implement the 100-gigabit infrastructure. To date, portions of the backbone have been overbuilt with an additional 96 fiber. The City’s server equipment is co-located with OARnet in Metro Data Center. The City has purchased and is installing the necessary equipment to light and operate the City’s fiber optic backbone to 100-gigabit capability. Building, lighting and operating this infrastructure is the key enabler for the 100-gigabit project. Key to its success is how the City leverages this capability.

How will the City leverage the 100-gigabit capability?

While the City has and continues to have success by making its fiber optic infrastructure available for lease or use by local companies, the City can leverage the capacity of its new 100-gigabit backbone as a new and additional benefit and incentive to its companies and other institutional users. The following outlines how this infrastructure can be leveraged:

• The City will extend fiber optic laterals into commercial buildings along its fiber optic backbone route.
• The City can place router equipment enabling commercial buildings to be “100-gigabit capable”.
• “Fiber to the cubicle” is a possibility.
• After extending these laterals and routers, Dublink can backhaul companies of all sizes at up to 100-gigabit capability and capacity where companies can access the following:
  o Choice of internet service provider(s).
  o Ability to locate the businesses’ server(s) in a local data center.
  o Access to OARnet and the Central Ohio Research Network (CORN). Companies can then access cycle time on the Ohio Supercomputer and interconnect to Ohio’s colleges, universities and research institutes, as well as, other OARnet-like networks in other states.
  o Direct access to a National Science Foundation (NSF) Global Environment for Network Innovations (GENI) rack. GENI is a virtual laboratory for exploring future internets and global networks. Dublin is one of very few municipalities in the United States with direct access to a NSF GENI rack.
  o Access to cloud services.
  o Access to thin client services.

• For institutional purposes, the City can:
  o Provide Interconnectivity for Dublin City Schools, Washington Township and other institutional users.
Provide access to the data center to house equipment.
Provide interconnectivity to OARnet and other users of OARnet for research, educational and intergovernmental purposes.
Maximize cost savings to institutional users by avoiding carrier costs and accessing choice for internet service.
Increase internet service capacity and speed.

What new incentives can the City offer its companies?

The City can provide incentives not currently provided to its companies and building owners. Such incentives would include:

- Access to the 100-gigabit capable backbone via fiber optic laterals to and routers placed in buildings. This is currently budgeted in the City’s Five-Year CIP and it will use revenues from OARnet and State Capital funding (for institutional users).
- Backhaul companies to the local data center (Metro Data Center). This represents monthly cost savings to the company in the form of avoided carrier costs. Such cost savings are estimated to be $400/month or $14,400/3/year for 10Mbps level of service; $800/month or $28,800/3/year for 100Mbps level of service; and $2000/month or $72,000/3/year for 1Gbps level of service.
- Provide server space, at no cost, to local companies so they can create a presence in the local data center. Average cost per month for this service is estimated to be $1,013 per month. The company not only gets free space in an N+2 data center environment, but it also would get a value of $1,013/mos or $36,468/3 years.
- Once a presence is created in the data center, companies and institutional users can choose among internet service prices. It is not yet known the effect of choice and increased capacity for a company. It is anticipated to lower the cost by $20-30/mos per Mbps which would save a small business with 10Mbps of internet services an additional $200/mos or $7,200/3 years.
- Once a presence is created in the data center, companies and institutional users can access OARnet, Ohio Supercomputer Center and NSF GENI rack. The value of this is not yet known, but this is a service that is limited due to interconnects, access to appropriate capacity and hence ability to afford the necessary broadband speed and capacity to carry vast amounts of data. The City’s 100-gigabit project will eliminate this cost making access to this capability and capacity for researchers affordable ($0 cost) and accessible.

How will the City manage the 100-gigabit project?

The City will contract with Metro Data Center to provide the day-to-day administration, technical advice, marketing and back office support to the operations of the 100-gigabit project. Resolution - 46-15, if passed, authorizes the City Manager to enter into this contract. Metro Data Center (MDC) will provide the following:

- Provide engineer and network design.
- Specify the City’s equipment needs.
- Install and connect routers and all equipment to provide backhaul transport to MDC.
- Maintain and operate the network.
- Provide 24x7x365 network support.
• Market the fiber network and incentive program, in conjunction with the City's economic development staff.
• Attend and support City staff with the promotion of the 100 gigabit program and its incentives (attend meetings, conduct tours, provide technical assistance).
• Provide additional marketing materials.
• Promote the program along with MDC operations.
• Reserve space for 15 cabinets (POD) and one additional POD for the City’s future use.
• Depending on success of the program, the City reserves the right for additional POD space or the option to terminate the POD portion of this Agreement and only pay on a pro-rated basis for cabinet space actually used.
• MDC will reserve 33KW of power to support the cabinets.

The City will:
• Provide the fiber optic backbone and lateral(s) to building(s).
• Provide the equipment necessary to be placed in selected commercial buildings.
• Provide equipment necessary to be placed within the data center.

What are the costs of the 100-gigabit incentives portion of the project (MDC contract)?

• The City will pay MDC $249,996 per year for managed services.
• POD cost will be $109,440 per year per POD (x2), unless reduced due to lack of success of the program.
• The Agreement is for a three (3) year period.
• Total cost of the program is $1,406,628 over the three year program.

How will the incentive program be paid for?

The incentive program could be funded through the use of non-tax revenues or from the operating budget. As an incentive and a value-added amenity to the City’s legacy office parks, great potential exists for the retention, expansion and attraction of companies to sustain and grow the City’s income tax base and value to the buildings. As Council may recall, the return on investment for the Dublink program is conservatively estimated to be $30 million to date. The 100-gigabit program adds a next generation incentive and opportunity for further return on investment.

How can companies access the incentive program?

City staff, in cooperation with MDC, will promote the 100-gigabit incentive program as a new incentive in order to retain, expand, attract and create jobs. Staff will execute a standard contract, as authorized by Resolution 46-15. By passing Resolution 46-15, Council authorizes the City Manager to execute the incentive, as needed, not to exceed the fiber capacity, router capacity and in accordance with the City’s approved operating and capital budgets. Staff will provide Council a periodic report of the performance of this new incentive program. Announcements of retention, expansion, attraction and creation of new jobs will be announced the same as all incentives coming before City Council for approval.
How will the success of the program be determined?

Staff is anxious to promote the implementation of the 100-gigabit project as both an infrastructure project and more so as an incentive. Staff anticipates significant attention for this project on a regional, national and potentially global level. Staff has already experienced requests from existing building owners and potential businesses regarding access to the 100-gigabit backbone and the accompanying incentive program. Staff will keep Council apprised as to the number of buildings and companies accessing the infrastructure, its incentive(s) and the companies/jobs retained, expanded, attracted and created. Staff will also track the return on investment of this program.

Recommendation

Staff recommends Council pass Resolution 46-15 authorizing the City Manager to implement the 100-gigabit Dublink Ignite program.
A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH METRO DATA CENTER LLC TO CREATE THE DUBLINK 100 GIGABIT PROGRAM

WHEREAS, Dublin has been a worldwide leader in providing technology that enhances the community through the DubLink project; and

WHEREAS, Dublin has the opportunity to improve the 21st century technology amenities that are the foundation of innovation companies; and

WHEREAS, these amenities include low-latency, unlimited bandwidth; colocation services; cloud computing services; and the ability for Dublin businesses to affordably connect to other IT properties in Central Ohio as well as obtain services from any of the commercial carriers serving Central Ohio; and

WHEREAS, the City can provide these amenities by leveraging Dublin's investment in DubLink and the Dublin Entrepreneurial Center as well as Metro Data Center’s investment in colocation, cloud and managed services; and

WHEREAS, the City of Dublin currently has a Master Agreement with Metro Data Center LLC dated April 16, 2012; and

WHEREAS, pursuant to the Master Agreement, the City of Dublin and Metro Data Center LLC may enter into additional Solutions Schedules.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Dublin, State of Ohio ______ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute a Shared Services Provider Hosting and Managed Services Solutions Schedule, which will create the Dublin 100 Gigabit Program.

Section 2. Said Shared Services Provider Hosting and Managed Services Solutions Schedule shall be for a period of three (3) years and authorizes the expenditure of up to One Million, Four Hundred and Six Thousand, Six Hundred Twenty-Eight Dollars ($1,406,628.00). This expenditure involves professional services and is exempt from competitive bidding under Section 8.04 of the Revised Charter.

Section 3. The City Manager is hereby authorized to execute agreements awarding incentives to individual companies consistent with the Dublin 100 Gigabit Program as needed, not to exceed the fiber capacity, router capacity and in accordance with the City's approved operating and capital budgets. Staff will provide Council a periodic report of the performance of this new incentive program. Announcements of retention, expansion, attraction and creation of new jobs will be announced the same as all incentives coming before City Council for approval.

Section 4. This Resolution shall be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of __________________, 2015.

Mayor – Presiding Officer

ATTEST:

Clerk of Council
METRO DATA CENTER, LLC
SHARED SERVICES PROVIDER
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE

This Hosting and Managed Services Solution Schedule (this “Solution Schedule”) is being executed on this 1st day of May, 2015 (the “Solution Schedule Date”), pursuant to the Master Agreement by and between the City of Dublin, a public municipality city government with offices located at 5200 Emerald Parkway, Dublin, Ohio 43017 (“Client”) and Metro Data Center LLC, an Ohio corporation with an office at 565 Metro Place South, Suite 300, Dublin, Ohio 43017 (“MDC”) dated as of April 12, 2012 (the “Agreement”), the terms of which are incorporated herein by reference. Any capitalized terms not defined herein shall have the meaning set forth, if any, in the Agreement.

WHEREAS, Dublin has been a worldwide leader in providing technology that enhances the community through the DubLink project; and

WHEREAS, Dublin has the opportunity to improve the 21st century technology amenities that are the foundation of innovation companies; and

WHEREAS, these amenities include low-latency, unlimited bandwidth; colocation services; cloud computing services; and the ability for Dublin businesses to affordably connect to other IT properties in Central Ohio as well as obtain services from any of the commercial carriers serving Central Ohio; and

WHEREAS, the City can provide these amenities by leveraging Dublin’s investment in DubLink and the Dublin Entrepreneurial Center as well as Metro Data Center’s investment in colocation, cloud and managed services; and

WHEREAS, Dublin is proposing to create the DubLink 100 Gigabit Program pursuant to the Service Solutions Schedule; and

WHEREAS, this agreement has three components:

a. The first is that the Metro Data Center will provide managed services to up to 20 Sites, and provide free transport of data from selected locations to the Metro Data Center to provide low-latency, high bandwidth connectivity at speeds of 1GB, 10GB and 100GB. Small and medium businesses will be able to directly access the Metro Data Center with low-latency high bandwidth circuits.

b. The second component is that the Metro Data Center will provide a colocation reservation capacity of up to 30 cabinets at Metro Data Center. Thereby ensuring that any sized business, from startup to large enterprise, would have access to a local, high tier datacenter close enough to their business to run production applications as well as to provide backup and business continuity solutions. The incentive reservation enables those small and medium sized businesses to purchase colocation services at wholesale rates, regardless of the amount of space and power they require, giving them buying power that they would not have with any other colocation provider.

c. The Metro Data Center will assist Dublin in the outreach program to inform businesses in the selected locations of the availability of the Dublin 100 Gigabit Program.
NOW THEREFORE, THE CITY OF DUBLIN and METRO DATA CENTER, LLC agrees as follows:

1. SUMMARY.

Client desires MDC to provide hosting and managed services in accordance with the terms of this Solution Schedule.

2. DEFINITIONS.

The following terms, when used in this Solution Schedule with initial capital letters, shall have the meanings given in this Article 2:

"Client Application" shall mean the software applications, if any, set forth in the Agreement.

"Client System" shall have the meaning set forth in the Agreement.

"Shared Services" MDC, Managed Services Provider Exhibit 1.

"Hosting Services" shall mean the application hosting services described in Exhibit 2.

"Joint Sales and Marketing" MDC, Managed Services Provider Exhibit 3.

"MDC Network" shall have the meaning set forth in the Agreement.

"Dublink Network" shall have the meaning set forth in the Agreement.

"Cloud Service Provider" MDC, provides Cloud based related Products and Services through a Cloud Services Provider (CSP) shall have the meaning set forth in the Agreement.

"Site" shall mean a physical location within the City of Dublin that is connected and supported by the DubLink 100 Gigabit Program; and shall have the meaning set forth in the Agreement.

3. TERM.

The initial term of this Solution Schedule shall commence on the Solution Schedule Date and remain in force for three years or (36 MONTHS), unless earlier terminated in accordance with the Agreement. Thereafter, this Solution Schedule shall automatically renew for additional one (1) year terms, unless either party notifies the other in writing that the Solution Schedule is to be cancelled at the end of the then-current term; provided that such written notice is provided to the other party no less than ninety (90) days prior to the expiration of the then-current term.

4. OPERATION OF HOSTING SERVICES.

4.1 Availability of the Hosting Services. MDC agrees to provide Hosting Services for the Client Applications. While MDC's objective is to make the Hosting Services available twenty-four (24)
hours per day, seven (7) days per week, MDC may make the Hosting Services unavailable from time to time as further described in Exhibit 4 hereto.

4.2 Service Levels. MDC will provide the Hosting Services described in this Solution Schedule in accordance with the service levels attached hereto as Exhibit 4.

5. FEES.

Client shall pay to MDC the fees and expenses specified in the Fee Schedule set forth in Exhibit 1 and Exhibit 2 and Exhibit 3; in accordance with the terms set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Solution Schedule to be executed by duly authorized officers or representatives as of the Solution Schedule Date.

Metro Data Center LLC

By: ______________________________
   (signature)

Name: ______________________________
   (print name)

Title: ______________________________

Date: ______________________________

Client: City of Dublin

By: ______________________________
   (signature)

Name: ______________________________
   (print name)

Title: ______________________________

Date: ______________________________
EXHIBIT 1
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
Shared Services Description of Services and Fees:

1. MDC as the Fully Managed “SHARED SERVICES” Managed Services Provider:
   a. MANAGED SERVICES: Shared Services Agreement:
      i. See Attached Document: Shared Service Provider Agreement;
   b. Up to 20 SITES will be Designated and Serviced within the Shared Service Provider Agreement.
      i. These sites will be defined within the Managed Services Agreement as described.

2. Exhibit 1: Fee Schedule as described in Exhibit 1:
   a. Managed Services, “Shared Services” Fee is $20,833.00 (per Month) and will commence on the Solution Schedule Date of the Agreement, throughout the Term of the Agreement and fees will be payable by the 5th day of each month.
EXHIBIT 2-A
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
Hosting Services Description of Services and Fees:
Description of DubLink 100 Gigabit Program
POD #1 Reservation Description

1. MDC will provide a Reservation of (2) Two POD’s consisting of (30) Thirty Cabinets within the
   MDC’s High Tier, Raised Floor Computer facility located at 565 Metro Place South Suite 300
   Dublin, Ohio 43017. These data center cabinets will be provisioned and dedicated to the Client’s
   DubLink 100 Gigabit Program, throughout the term of the Agreement, based upon the
   following:
      a. In addition to the overall reservation as described below, The Client may also request an
         increase and extension of this Reservation at any time, at the discretion of MDC’s space
         and power availability at the time of the request.
      b. The Public and Private Partnership DubLink 100 Gigabit Program attributes:
         i. The POD Reservation ensures that data center space and electric power is
            available for the Clients’ purposes for the DubLink 100 Gigabit Program. It also
            empowers the Client with full control over the use and distribution of the
            Reserved POD.

2. Reservation Commitment Itemized Description and elements of the POD #1 Reservation:
   a. Commencing on the Solution Schedule Date of this Agreement:
      i. (1) POD; consisting of a total of (15) Fifteen Cabinet will be provisioned for the
         DubLink 100 Gigabit Program.
         1. Cabinets are currently installed and ready for service.
            a. Each Cabinet is provisioned with two 110volt, 20amps circuits,
               Including, fully redundant (2 substation) primary and secondary
               electrical services
            b. (2.2KW) Fully Redundant Electric Power per cabinet
               provisioned; or a total of 33KW of total power, per POD.
                  i. 2nd Leg of Dual Power is provided by MDC, for
                     redundancy only, at no additional Reservation charge.
            c. (2) Two Highly Secured Medeco highly secured locks included
               per cabinet.
            d. (1) One Copper Ethernet Cross Connection is provisioned per
               cabinet.
            e. (2) Metered CDU’s Cabinet Distribution Units are provided per
               cabinet.
            f. (2) 110 volt 20amp Electrical WHIPs are provided, per cabinet.
            g. (2) Security Badges are provided, per cabinet.
EXHIBIT 2-B
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
Hosting Services Description of Services and Fees:
POD #2 Reservation Description

3. MDC’s Secondary DubLink 100 Gigabit Program Reservation of the 2nd POD.
   a. MDC agrees to Reserve POD #2: based upon the following terms:
   b. POD #2 will be activated within the Hosting Services:
      i. When:
         1. POD #1 becomes 80% allocated or 11 cabinets of POD #1 are designated and allocated for DubLink 100 Gigabit Program’s use:
         2. The Client will then agree to extend the program commitment to Include POD #2. This will be Described as the “POD #2 Activation Date:”
      ii. If after:
         1. The first 12 month period of the program is completed, based upon the commence on the Solution Schedule Date of the Agreement:
            a. and if the 1st POD is less than 50% committed through the DubLink 100 Gigabit Program at the end the first 12 month period:
               i. The Client will have the “Option” to discontinue the DubLink 100 Gigabit Program, if desired.
               ii. All cabinets that have been sponsored by the Hosting Services Solution Schedule to date will continue forward with payment by the Client at a pro rata basis throughout the Term of the Agreement; however no new cabinets or POD’s will be extended through the Hosting Services Solution Schedule. POD #2 will be released to MDC.
      2. The Client may also request POD #2 is to be included in DubLink 100 Gigabit Program prior to meeting these conditions, thus issuing the “POD #2 Activation Date:” at that time of the request.
EXHIBIT 2-C
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
Additional Hosting and Service Pricing Schedule

1. Should the Client or other Hosted Customers of the DubLink 100 Gigabit Program desire additional services, these may be purchased from MDC using the following fee schedule.

2. Additional Services and Pricing Schedule Include:
   a. Smart Hands extended services, may be purchased separately by each prospective customer.
   b. Additional Electric Power Pricing. Dual Power and Dual Sub Station, provisioning.
      i. Single Phase Model: Dual Power for complete Redundancy, monthly pricing.
         1. **110 volt 20 amps $292.50 (monthly Fee), per Cabinet**
            a. **(1) Provisioned within the DubLink 100 Gigabit Program:**
            2. 110 volt 30 amps $438.75 (monthly Fee).
            3. 220 volt 20 amps $604.00 (monthly Fee).
            4. 220 volt 30 amps $906.00 (monthly Fee).
   c. Electric power is subject to change, based upon the Power Provider’s, (AEP) PU CO, Pricing rate, which is reviewed annually by August 31. This may cause an increase of fees based upon their contract terms. If additional fees are incurred the Client will be provided a 60 sixty day notice of increase.
      a. 2nd Leg of Power is allocated for redundancy only.
   d. IP Addresses: $4.00 for each IP Address (monthly fee).
   e. Cross Connection Copper, per run is $35.00 (monthly fee).
   f. Cross Connection Fiber, per run is $65.00 (monthly fee).
   g. Fully Redundant ISP Internet Services base pricing is $20.00 per mbps (monthly fee). This fee may be decreased, based upon total consumption requested by Client.
   h. Additional Security badges are $25.00 each (One-time Fee).
   i. All Additional Hosting and Service Pricing Fees may be adjusted, based upon the discretion of MDC with a 60 day notice.
EXHIBIT 2-D
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
Fee Schedule of the DubLink 100 Gigabit Program Hosting Services
POD #1 and POD #2

1. Data Center POD #1 Description of Fees:
   a. POD #1s consisting of (15) Fifteen fully provisioned Cabinets.
      i. FEES: Minimum Reservation Commitment fee is $9,120.00 (per Month), and will
         commence on the Solution Schedule Date of the Agreement, throughout the
         Term of the Agreement (and as described above) and will be payable by the 5th
         day of each month.

2. Data Center POD #2 Description of Fees:
   i. Upon completion of the Agreement Terms as described above; and based upon
      the “POD #2 Activation Date:"
      1. By issuance of a notification extended to the Client describing the POD
         #2 Activation Date has been executed:
         a. POD #2 consisting of (15) Fifteen fully provisioned Cabinets will
            be included within the DubLink 100 Gigabit Program and the
            Hosting and Managed Services solutions schedule.
         a. FEES: POD #2 Minimum Reservation Commitment fee is an
            additional $9,120.00 (per Month), throughout the Term of the
            Agreement and will be payable by the 5th day of each month.

SUMMARY OF PRICING SCHEDULES

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<th>Summary</th>
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<td>$1,406,628.00</td>
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EXHIBIT 3
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
Public Private Partnership – Joint Sales and Marketing.

1. Description of jointly provided Sales and Marketing related Services.

   a. MDC will assist the Client in presenting the Fiber Network and Data Center DubLink 100 Gigabit Program to all prospective businesses. Both teams will meet on a regular basis to discuss opportunities and planning to further the endeavors of the Client’s economic development plan, as it relates to the Dublink Fiber Network and Data Center Reservation, for purposes of the DubLink 100 Gigabit Program.

   b. MDC will provide joint support of business meetings, facility tours and attend other scheduled events to promote the program to all prospective Dublin Ohio businesses.

   c. MDC will also assist jointly in providing additional marketing materials to assist in presenting the overall plan, roadmap and presentation.

2. Related Fees: No additional Fees are associated with Exhibit 3.
EXHIBIT 4
HOSTING AND MANAGED SERVICES SOLUTION SCHEDULE
DATA CENTER - CO-LOCATION
SERVICE LEVELS related to EXHIBIT 2

1. **Introduction.** This **Exhibit 5** sets forth the metrics by which the parties will measure MDC’s performance of the Hosting Services. If MDC does not meet a service level metric provided in this **Exhibit 5**, MDC will use commercially reasonable efforts to cure such deficiency within fourteen (14) days, provided that the deficiency was caused by MDC in its reasonable discretion.

2. **Facilities Availability Service Level.**

   Availability of the MDC facilities is planned for Client’s use 24 hours per day, 7 days per week and 365 days per year excluding Maintenance Windows (as defined below), downtime caused by a Force Majeure Event and any other mutually agreed upon downtime. MDC shall make its Facility Availability (as defined below) performance available to Client on a monthly basis and shall review its performance quarterly to determine, in its sole discretion, whether an increased Facility Availability is appropriate. The Facility Availability service level is as follows:

   | Facility Availability | 99.9% minimum/month |

2.1. For purposes of the Facility Availability service level, “Maintenance Window” shall mean the period between 12:01 AM and 4:00 AM, Eastern Time (as adjusted for daylight savings time). During this period MDC may, without notice to Client, make the MDC facilities unavailable to Client for the purpose of performing maintenance, repairs, upgrades and/or any other activity that MDC deems appropriate, in its sole discretion.

2.2. For purposes of the Facility Availability service level, the measurement window (“Measurement Window”) shall mean a calendar month, expressed in minutes, excluding Maintenance Windows, Force Majeure Events and other mutually agreed upon down time. “Facility Availability” shall mean the actual time, expressed as a percentage, that the applicable MDC facility is accessible and is available for use by Client (e.g., biometric access) during the Measurement Window. Facility Availability shall exclude any amount of downtime caused by a Force Majeure and any other mutually agreed upon downtime.

3. **Power Availability Service Level.**

   This service level shall only apply to Clients that have purchased MDC’s “Active-Active” power distribution service, which includes dual and fully-redundant power circuits that are configured with two (2) independent active power circuits, independent battery backup and diesel generation. Availability of the power supply provided by MDC to Client under this Agreement is planned for Client’s use 24 hours per day, 7 days per week and 365 days per year excluding Maintenance Windows (as defined below), downtime caused by a Force Majeure Event and any other mutually agreed upon downtime. Client is responsible for properly connecting all equipment to the power supply. MDC shall make its Power Availability (as defined below) performance available to Client on a monthly basis and
shall review its performance quarterly to determine, in its sole discretion, whether an increased Power Availability is appropriate. The Power Availability service level is as follows:

| Power Availability | 99.9% minimum/month |

3.1. For purposes of the Power Availability service level, “Maintenance Window” shall mean the period between 12:01 AM and 4:00 AM, Eastern Time (as adjusted for daylight savings time). During this period MDC may, without notice to Client, make the power supply unavailable to Client for the purpose of performing maintenance, repairs, upgrades and/or any other activity that MDC deems appropriate, in its sole discretion.

3.2. For purposes of the Power Availability service level, the measurement window (“Measurement Window”) shall mean a calendar month, expressed in minutes, excluding Maintenance Windows, Force Majeure Events and other mutually agreed upon down time. “Power Availability” shall mean the actual time, expressed as a percentage, that the power supply is available during the Measurement Window; provided, that this service level only measures Power Availability up to Client’s responsibility to connect equipment to the power supply (as described in Section 3 above). Power Availability shall exclude any amount of downtime caused by a Force Majeure and any other mutually agreed upon downtime.
MANAGED SERVICE: Shared Services Agreement:

This Shared Service Provider Support Managed Service Agreement is subject to a Statement of Work and subsequent Hosting Agreement as defined in the Master Agreement ("Agreement") entered into by and between the City of Dublin (Customer) and Metro Data Center, LLC ("The Shared Service Provider") and incorporated herein, on April 12, 2012. This Agreement’s terms and conditions are incorporated by reference in Hosting Agreement entered into between Customer and The Shared Service Provider for the Services described below. Capitalized terms used herein and not otherwise defined in this Service Agreement will have the same meaning attributed to it in the Agreement.

This Agreement addresses proactive management, administration, operation, support and issue remediation services for Customer's Information Technology (IT) and communication infrastructure (Equipment) deemed as Supported Products. Supported Products may be currently in service in Customer IT environment or quoted as new or replacement Equipment. Supported Products encompass Equipment such as hardware and software or related manufacturer and vendor services that are a) Customer owned, b) leased, c) located on or off Customer premises, d) mutually identified by Customer and The Shared Service Provider in Appendix A of this Agreement and set forth in the Statement of Work/Order and e) assessed and on-boarded by The Shared Service Provider.

The Agreement is inclusive of The Shared Service Provider "The Shared Service Provider Support Respond and On-Site" Services which are incorporated herein.

OVERVIEW “The Shared Service Provider Support of Managed Services”:

A comprehensive service offering from The Shared Service Provider which provides service level based Information Technology (IT) and Information Systems (IS) management services for the express purpose of proactively managing, administering, operating and supporting Customer IT/IS environments and infrastructure, or some portion thereof, as mutually identified and agreed to by Customer and The Shared Service Provider.

The Shared Service Provider provides primary management and administration of defined and agreed to Supported Products and performs and ensures full resolution of issues and incidents. Issues and incidents are resolved remotely or on-site as required. Further, The Shared Service Provider provides network monitoring, alert management, configuration management, reporting via standard operating procedures and remediation. It is a vendor-agnostic, infrastructure management service with 24x7x365 or 8x5xNBD Service Levels with priority based response times. The Shared Service Provider Support Center is the primary department delivering the Service. The Shared Service Provider Support Center is comprised of service based resources, multiple disciplines and operational functions such as but not limited to issue Management, Help Desk, Dispatching, Remote and On-Site Troubleshooting, Engineering, Network Operations, Management and Administration. The following is a list of core service and operational functions that may be provided: based upon customer contract, Hosting Agreement.

- ✔ Service Level Support (SLA)
- ✔ Incident Management
- ✔ 24x7x4 or 8x5xNBD Response
- ✔ Reporting, Prioritization, Tracking & Resolution
- ✔ Remote & On-Site Support
- ✔ Scheduling and Dispatching
- ✔ 24x7 Network Monitoring & Alerting
- ✔ 24x7 Critical Device Monitoring & Alerting
- ✔ Alert validation & notification
- ✔ Customer Service Requests (ticketing)
- ✔ Web Portal communication, tracking & reporting
- ✔ Real-time & Historical SLA & Incident Metrics
- ✔ Preventive Maintenance
- ✔ Proactive Maintenance
- ✔ Project Management & Coordination
- ✔ Staging, Installation & Configuration
- ✔ Basic Move, Add, Change, Delete (MACD)
- ✔ Vendor & OEM management & escalations
- ✔ OEM Maintenance & Warranty management
- ✔ Root cause analysis
- ✔ Configuration Management
- ✔ Patches & Firmware Upgrades
- ✔ Troubleshooting & Remediation
- ✔ Break/Fix
- ✔ Extended Warranty
- ✔ Quarterly Review Meetings

Supported Products and Customer technology environments commonly supported, but not limited to, are listed below:

The Shared Service Provider: Metro Data Center Service Addendum Version Date: 03/01/2015
Customer Supported Products that are managed by this Agreement are listed in Appendix A which will match the original Statement of Work/Order plus Change Orders. Appendix A lists the types and quantities of Supported Products.

Coverage Description:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00am to 5:00pm</td>
<td>Remote + Onsite technical support will be provided during Standard Business Hours. Support Services are available during the hours of 8am to 5pm, local time, Monday through Friday Standard Business Hours excluding The Shared Service Provider Holidays. Customer Service Requests (tickets) will be received and prioritized 7 x 24, however work on Customer Service Requests received outside of Standard Business Hours will begin at 8:00 am local time the next Standard Business Day.</td>
</tr>
<tr>
<td>Next Business Day:</td>
<td>24x7x4 Remote + Onsite technical support is provided twenty-four (24) hours per day, seven (7) days per week for Priority 1 and Priority 2 failures and during Standard Business Hours for all other onsite support.</td>
</tr>
</tbody>
</table>

- Once The Shared Service Provider determines an incident cannot be resolved remotely and onsite intervention is required, The Shared Service Provider will use commercially reasonable efforts to dispatch and coordinate the scheduled arrival time of a designated technical resource to return the Supported Product to operational condition.

CUSTOMER RESPONSIBILITIES

- Allow The Shared Service Provider to conduct an equipment certification, serviceability and inventory check as required by The Shared Service Provider prior to service assumption.
- Allow and provide The Shared Service Provider access to all facilities that have Supported Products for onsite access during coverage hours to enable The Shared Service Provider designated resources to perform onsite support.
- Provide adequate workspace for The Shared Service Provider on-site resources.
- Allow and provide The Shared Service Provider root and administrative access to all systems and equipment that are Supported Products.
- Allow The Shared Service Provider access to existing documentation for Supported Products such as but not limited to:
  - Drawings, IP address schemes (if applicable), circuit ID’s, files, reports, logs and appropriate floor plans for all supported products.
  - Vendor identification number (i.e., “sold-to” number, serial numbers and any manufacturer open support ticket numbers) for each location and item, if applicable.
  - Information on Customers internal ticketing system with possible access to internal ticketing system
  - Customer’s Main Point of Contact (MPOC) and/or internal help desk contact information
  - Customer’s address information for each of the supported locations
  - Primary point of contact for each location.
  - Contact information to include email address, office phone, and emergency phone number.
  - Customer’s contact information for escalation of issues within Customer’s organization
- Confirm The Shared Service Provider as an authorized user with vendor/provider services and relationships.
- Coordinate and allow 24 x 7 network and system access prior to the Commencement Date.
- Notify The Shared Service Provider of any and all desired and scheduled changes to Supported Products prior to the changes being made. Any additions, changes or updates to the supported products, including any components or applications, will result in a re-evaluation of the Services to be provided by The Shared Service Provider hereunder, including pricing, and any resulting changes will be mutually agreed upon by The Shared Service Provider and the Customer.
- Agree to mutually scheduled maintenance windows for events that require an outage (for updates, patches or firmware upgrades for all or a portion of the Supported Products).
- Assign a Main Point of Contact (MPOC) or Customer’s internal help desk (as applicable) to submit Customer Service Requests (tickets).
- Utilize The Shared Service Provider engagement process set forth in Section 4 below. Note:
  - Once the request is received, a Customer Service Request (ticket) will be entered and assigned to the corresponding resource for meeting the requirements of the Service Level priority and Customer Service Request (ticket). If an issue requires a call to a Customer end-user, The Shared Service Provider will contact the Customer’s end-user and troubleshoot the issue to resolution.
- Agree to maintain the appropriate level of manufacturer’s maintenance and adhere to recommended guidelines for continued serviceability of Supported Products.
• Agree to notify The Shared Service Provider of any software/hardware notifications received relative to upgrades, updates, or additions of new software, hardware and/or applications that may directly or indirectly interface with and affect the Supported Products.
• Provide the proper environment for the supported products, including electrical, network and telecommunications connections as specified by manufacturer or The Shared Service Provider.
• Agree to and implement a procedure external to the Supported Products for reconstruction of lost or altered files, data or program to the extent mutually deemed necessary.
• Agree to co-develop and implement internal procedures to maintain control of the original software media including creation of back-up copies.
• Have authorized staff available during service hours that have authority to make decisions on the Customer's behalf
• Co-verify that, as of the Commencement Date of the Services, all supported products are in good working condition with no open manufacturer repair or support requests/issuues.
• Seek and provide immediate approval for any expenditure identified by The Shared Service Provider to resolve any issue related to Supported Products or affecting Supported Products. In the event Customer does not approve the expenditure, service level and response time metrics/measurements will cease until such time as the expenditure is approved or other resolution methods are agreed upon and achieved.
• Co-develop and agree to pre-determined support and escalation logic: Customer's internal help desk and the Shared Service Provider will have documented and up-to-date contact information and agree on the best communication and escalation methods.
• The Shared Service Provider, through the Account Team and Client Services Manager, recommend to Customer upgrades, patches, firmware updates and costs required for Customer to stay within manufacturer's recommended support guidelines.

SERVICE EXCLUSIONS FOR SUPPORTED PRODUCTS

The Shared Service Provider Support Managed Service does not include the following:

• Services that cannot be provided due to the Customer's failure to fulfill the responsibilities detailed in the Customer Responsibilities section of this Service Description.
• Systems that cannot be accessed and monitored remotely by The Shared Service Provider.
• Application(s) or system training for Supported Products.
• Support of any products and systems other than the supported products.
• Manufacturer maintenance and warranty or associated costs.
• Hardware or software costs for upgrades, patches or firmware.
• Additional charges may apply if an The Shared Service Provider field technician is scheduled to service equipment and the technician must wait one (1) or more hours after arriving onsite to gain access to Supported Products.
• Providing standby service, such as the Customer requesting field technicians to be present on the Customer's premises during electrical power shutdowns, disaster recovery tests, or special events.
• Adding additional capabilities or functionality without an authorized Change Order.
• Customization of any Supported Product without an authorized Change Order.
• Services and support not directly attributable to an incident in the Supported Products (including faults in the Customer's own network or other adjacent supported products which may be interconnected to Supported Products).
• External electrical work, repair of supported products damage due to use other than specified by Manufacturer or increase in service time caused by misuse, accident, fire, flood, lightning, or other catastrophic causes, modification, unsuitable physical or operating environment, and improper service by someone other than The Shared Service Provider.
• Charges for any service and/or parts replacement resulting from fraud, tampering, latent defects or the use of unauthorized hardware or software.
• Out-of-Scope services: Any such Services will be provided on a time and materials basis plus associated expenses as set forth in the Agreement.

3. CUSTOMER SUPPORTED LOCATIONS

The supported sites or locations are set forth in Appendix A and on the quote. If there is more than one (1) Customer location, The Shared Service Provider will attach a Poinst of Service Appendix to this Agreement, called Appendix D. The appendix will describe The Shared Service Provider's then current Points of Service. Service will be available within 50 driving miles of any of The Shared Service Provider's Points of Service. Service may be available to Customer locations further than 50 driving miles at The Shared Service Provider's prevailing Time and Materials rate as set forth in the Agreement, and/or with a modified Service Level Agreement for such locations. The Shared Service Provider will accept service responsibility at additional Customer locations thirty (30) days (plus required training time) following The Shared Service Provider's receipt of Customer's request to add a location. The Shared Service Provider may add or remove Points of Service at any time upon ninety (90) days' prior written notice to Customer.

4. SUPPORT ENGAGEMENT PROCESS

Customer and/or internal help desk will communicate with The Shared Service Provider's Support Center via the following methods:

<table>
<thead>
<tr>
<th>Preferred Method: The Shared Service Provider Customer Portal</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="http://www.metrodatacenter.com">www.metrodatacenter.com</a></td>
</tr>
<tr>
<td>Email: <a href="mailto:Support@metrodatacenter.com">Support@metrodatacenter.com</a></td>
</tr>
<tr>
<td>By Phone: 24by7by365 Metro Data Center – Help Desk</td>
</tr>
</tbody>
</table>
To initiate a Customer Service Request (ticket), Customer will provide the Shared Service Provider with the following information:

- Description of the incident with end user information (if applicable)
- Any troubleshooting steps the Customer has performed to date
- Provide any applicable documentation (configuration files, error messages, etc.) to the Shared Service Provider Support Center via Phone Call or Email and reference the Customer Service Request
Priority levels for Customer Service Requests (tickets) related to Supported Products are set forth in the table below: THE SHARED SERVICE PROVIDER’s priority level definitions are used to assist in the prioritization of handling Customer Support Requests. The Shared Service Provider assigns priority levels for all Customer Service Requests submitted to the Support Center.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Status</th>
<th>Impact on Business Operations</th>
<th>Issue Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1: Critical</td>
<td>Down</td>
<td>Severe</td>
<td>The entire network is down or experiencing a major service outage. Immediate priority is to restore service by any means possible.</td>
</tr>
<tr>
<td>Priority 2: High</td>
<td>Up</td>
<td>Significant</td>
<td>A segment of the network is down or performance is seriously degraded. Immediate priority is to restore/improve service by any means possible.</td>
</tr>
<tr>
<td>Priority 3: Medium</td>
<td>Up</td>
<td>Minor</td>
<td>Intermittent issues causing brief service outages or degraded performance. Immediate priority is to begin collecting data to analyze and identify root cause.</td>
</tr>
<tr>
<td>Priority 4: Low</td>
<td>Up</td>
<td>Little / No Impact</td>
<td>Configuration assistance, usability issues, network issues in an evaluation mode.</td>
</tr>
</tbody>
</table>

The Shared Service Provider ensures service level agreements according to the priority level of our Customer’s Service Request. Our SLAs provide a baseline for measuring our ability to respond and support our Customers as well as the Customers' ability to measure performance of The Shared Service Provider services.

From a communication perspective, The Shared Service Provider will offer updates primarily through the ticket using email or phone call.

<table>
<thead>
<tr>
<th>Priority Level</th>
<th>Acknowledge</th>
<th>SLA</th>
<th>Update Frequency to Customer</th>
<th>Partner Incident Handling</th>
<th>Customer Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1: Critical</td>
<td>&lt; 1 hr</td>
<td>&lt; 1 hr, Onsite Dispatch if needed</td>
<td>Every 4 Hours</td>
<td>Resources dedicated 24x7 to work incident until resolved. Immediate priority is to restore service, not to troubleshoot. Partner will evaluate if service can be restored remotely or may opt to travel onsite to remEDIATE. Partner responsible for opening Support incident Ticket directly with the Manufacturer within &lt; 1 hour.</td>
<td>Open Incident via The Shared Service Provider Support Portal, Provide detailed description of the problem, assign a Single Point of Contact to interface with Partner Support Team until resolved</td>
</tr>
<tr>
<td>Priority 2: High</td>
<td>&lt; 1 hr</td>
<td>4 Hours, Onsite Dispatch if needed</td>
<td>Every Business Day</td>
<td>Resources available during normal business hours to troubleshoot, work to remEDIATE, plan course of action for permanent resolution. Partner will evaluate if service can be restored remotely or may opt to travel onsite to remEDIATE. Partner responsible for opening</td>
<td>Open Incident via The Shared Service Provider Support Portal, Provide detailed description of the problem, assign a Single Point of Contact to interface with Partner Support Team until resolved</td>
</tr>
<tr>
<td>Priority 3: Medium</td>
<td>&lt; 1 hr</td>
<td>Business Day</td>
<td>Every 3rd Business Day</td>
<td>Resources available during normal business hours to troubleshoot, work to remediate, plan course of action for permanent resolution. Partner will evaluate if service can be restored remotely or may opt to travel remotely to remediate. Partner responsible for opening Support Incident Ticket directly with the Manufacturer within &lt; 2 hours.</td>
<td>Open Incident via The Shared Service Provider Support Portal. Provide detailed description of the problem, assign a Single Point of Contact to interface with Partner Support Team until resolved</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------</td>
<td>--------------</td>
<td>------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Priority 4: Low</td>
<td>&lt; 1 hr</td>
<td>&lt; 24 Hrs</td>
<td>Once per week</td>
<td>Resources available during normal business hours to troubleshoot, work to remediate, plan course of action for permanent resolution. Partner will evaluate if service can be restored remotely or may opt to travel onsite to remediate. Partner responsible for opening Support Incident Ticket directly with the Manufacturer within &lt; 24 hours.</td>
<td>Open Incident via The Shared Service Provider Support Portal. Provide detailed description of the problem, assign a Single Point of Contact to interface with Partner Support Team until resolved</td>
</tr>
</tbody>
</table>
Escalation Process

For purposes of handling incidents or scenarios where escalation may be required, The Shared Service Provider adheres to the following defined timelines and measurable indicators, in conjunction with the applicable OEM, to determine when an incident may require escalation within our respective support models. Should you determine it is necessary to escalate a support incident, please consider escalating by updating the incident that is already open within The Shared Service Provider Support Customer Portal.

<table>
<thead>
<tr>
<th>Incident Owner</th>
<th>Escalation Level</th>
<th>P1: Critical Time to Escalate</th>
<th>P2: High Time to Escalate</th>
<th>P3: Medium Time to Escalate</th>
<th>P4: Low Time to Escalate</th>
<th>Escalation Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Service Technician</td>
<td>Client Service Manager</td>
<td>2 Hour</td>
<td>8 Hours</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Client Services Manager</td>
<td>VP Services</td>
<td>4 Hours</td>
<td>16 Hours</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>MDC Manager Services</td>
<td>Principals</td>
<td>6 Hours</td>
<td>32 Hours</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Client Services Technician(s) – primary responsibility includes receipt, triage, confirmation and initial response to Customer as well as continual management and/or escalation within The Shared Service Provider or to the applicable party as applicable.

Client Services Manager – responsible for managing The Shared Service Provider’s Support Center resources and operations. This individual will serve as an Escalation Point of Contact, responsible for overseeing and managing the day to day operations of The Shared Service Provider support team and Customer satisfaction.

VP of Services – Within The Shared Service Provider Support Model, the Manager of Services will serve as an Escalation Point of Contact for the Client Services Manager, as well as be a direct point of contact for Customer Executive Management Team to contact as deemed necessary by the Customer. Should further escalation be needed, the MDC Manager of Services will escalate to The Shared Service Provider Principal(s).

5. SUPPORTED PRODUCTS

The supported products will be identified in Appendix A of this Agreement or on an applicable Statement of Work/Order. Customer will provide an initial supported products inventory, which includes manufacturer, model, machine type, options, serial number, and physical location. The Shared Service Provider will be responsible for maintaining the Supported Products eligible for Service. The Shared Service Provider may perform an inventory of supported products including a site inspection before its assumption of Service responsibility for the supported products. This inspection is to determine if the supported products qualify for Service. The Shared Service Provider may request that Customer correct any outstanding deficiencies prior to The Shared Service Provider assuming support for supported products. Any discrepancies identified by The Shared Service Provider and arising from such inspections will be resolved by mutual discussions and agreement. This also applies to the Customer moving Supported Products as follows: upon prior written notice to The Shared Service Provider, Customer may move Supported Products from one location to another and The Shared Service Provider will continue to maintain the Services; provided that the new location is within 10 miles of a location set forth in a Statement of Work/Order. The Shared Service Provider may conduct an inspection after the Supported Products are moved to the new location to confirm serviceability under this Agreement. The Shared Service Provider will then accept the Supported Products for Service. If, in The Shared Service Provider’s opinion, the Supported Products do not qualify for Service under this Agreement, The Shared Service Provider may charge Customer for the cost of the inspection and/or The Shared Service Provider will provide Customer the recommendations and Statement of Work/Order to restore Supported Products to serviceability.

6. In all cases regarding these Support Services, Customer must also have an active manufacturer’s hardware and software maintenance and support agreement for the corresponding Supported Products that are to be covered by The Shared Service Provider with the manufacturer providing for access to manufacturer technical support, hardware parts replacement and entitlement to software updates or patches. In all instances, Customer’s manufacturer maintenance agreement and associated terms, conditions and SLA’s will govern and directly influence The Shared Service Provider’s ability to provide Service for Supported Products.
7. REVIEW PROCESS

The Shared Service Provider makes every attempt to be responsive and efficient in processing Customer Service Requests. If for any reason Customer feels that The Shared Service Provider has not performed the service to Customer's reasonable satisfaction, any incident or issue may be escalated for review as follows: After attempting to resolve the incident with the Shared Service Provider staff member with whom they are working, Customer may escalate the incident with The Shared Service Provider by requesting to speak with the staff member's manager or as described in Section 4 (Support Engagement Process).

From time-to-time (typically quarterly) as agreed to and scheduled by Customer and The Shared Service Provider, reviews will be held to discuss the performance of the Agreement, including any issues and suggestions to improve the effectiveness of the Services.

8. SERVICE EXCLUSIONS

All service requested by Customer which is not covered as defined above may be furnished by The Shared Service Provider at current T&M rates and terms as defined in the Agreement or a relevant Statement of Work/Order (Statement of Work/Order will prevail over the rates set forth herein). Actual charges for travel and other applicable expenses incurred in connection with such T&M service will be invoiced to Customer. All obligations set forth in this Agreement are contingent upon The Shared Service Provider maintaining its current relationship(a) with Manufacturers. In the event The Shared Service Provider's relationship with any Manufacturer changes through no fault of The Shared Service Provider, so that The Shared Service Provider is no longer able to provide the same level of service due to the Manufacturer retracting helpdesk support, parts or other support from The Shared Service Provider, The Shared Service Provider reserves the right upon a minimum of thirty (30) days' notice to Customer, to modify the obligations contained herein accordingly.


The Shared Service Provider grants Customer the right to receive the Services. The Shared Service Provider makes no representation or warranty as to when Services will commence and will use commercially reasonable efforts to initiate Services as soon as possible. Under no circumstance shall the Share Service provider be liable to Customer or any third party for damages arising from delays in commencement or in the continuing un-availability of Services. As applicable and deemed necessary, Customer must provide high speed Internet connection, and equipment, hardware, facilities and software that are compatible with the Services. None of these things are or will be the Shared Service Provider's responsibility unless there is an executed Statement of Work/Order addressing same between Parties.


Customer must provide all data for use in the Services, and the Shared Service Provider is not obliged to modify or add to the Customer Data. Customer is solely responsible for the content and accuracy of the Customer Data.

As between the parties, The Customer Data belongs to Customer, and The Shared Service Provider makes no claim to any right of ownership in it. Customer has sole responsibility for Customer Data and its intellectual property ownership and right to use. Customer grants to The Shared Service Provider the non-exclusive right and license to (a) receive, retrieve, process, store, use and transmit any Customer Data necessary or reasonably desirable to perform the Services; and (b) use, copy, manipulate and store any Customer Data that will be archived, stored or otherwise transmitted in connection with the Services. The Shared Service Provider must keep the Customer Data confidential in accordance with the terms of the Agreement. The Shared Service Provider must use the Customer Data strictly as necessary to carry out its obligations under this Agreement, and for no other purpose. The Shared Service Provider may retain Customer Data in backup media during the Services Term and for an additional period of up to 12 months, or longer if required by law.

11. Indemnification by Customer.

Customer must defend, indemnify and hold harmless The Shared Service Provider, its principals, affiliates, directors, contractors, vendors, and employees from any damages finally awarded against The Shared Service Provider (including, without limitation, reasonable costs and legal fees incurred by The Shared Service Provider) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with (i) the Customer Data, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Customer Data, (ii) Customer's breach of the Conditions of Use in this Agreement, (iii) out of the purchase, possession, operation, condition, return, use, or misuse of the Shared Service Provider Equipment, the Software unless any of the foregoing resulted from solely and directly from the negligent or willful and wanton actions of The Shared Service Provider. The indemnities in this Section are in addition to the indemnities set forth in the Agreement.

12. Suspension.

In the event (a) Customer fails to timely pay any fees, expenses or charges when due; or (b) The Shared Service Providers believes that any element of the Services, or Customer's receipt or use of the Services, violates any applicable law, rule or regulation, The Shared Service Provider may, in its sole discretion, suspend any Services immediately without notice and Customer will remain liable for the fees due under an Order for the Services during any period of suspension. At any time during that period, The Shared Service Provider may terminate the rights granted to Customer.
IN WITNESS WHEREOF, Customer and this Agreement to be signed by their duly authorized representatives as of the Effective Date.

The Shared Service Provider: Metro Data Center

By: _________________________________

Name: _______________________________

Title: _________________________________

Date: _________________________________

Customer Name: City of Dublin Ohio

By: _________________________________

Name: _______________________________

Title: _________________________________

Date: _________________________________
Appendix A - Supported Products and Customer Locations

This Appendix will be updated on an ongoing basis as new products and customers are added to the Managed Services, Shared Services Agreement: As new products and / or customers become actively supported by this Agreement, the information contained within this Appendix will be updated and shared with the Customer for clarity, acknowledgment and acceptance.

Customer has verified that, as of the effective date of this Support Agreement, all Supported Products are in good working condition with no open manufacturer repair or support tickets/incidents. Customer acknowledges that all Supported Products are currently covered under a valid and current OEM Maintenance and Support Contract. Customer will provide The Shared Service Provider with a current inventory of the components and applications within the Supported Products prior to the start of the Services. Any additions, changes or updates to the Supported Products, including any components or applications, will result in a reevaluation of the Services to be provided by The Shared Service Provider, including pricing and any changes will be mutually agreed upon by the Customer and The Shared Service Provider.

### Supported Products and Customer Locations:

<table>
<thead>
<tr>
<th>Location Address</th>
<th>Quantity</th>
<th>Manufacturer</th>
<th>Description</th>
<th>Model</th>
<th>Version</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
Appendix B: Customer Contacts and their Location Information:

This Appendix will be updated on an ongoing basis as new products and customers are added to the Managed Services, Shared Services Agreement: As new customers become actively supported by this Agreement, the information contained within this Appendix will be updated and shared with the Customer for clarity, acknowledgment and acceptance.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
<th>Title</th>
<th>Main Role</th>
<th>Contact information (phone and email)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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The Shared Service Provider Managed Care: Managed Service Agreement: Version Date: 03/01/15
Appendix C: Third Party Relationships / Contacts (Vendors, Partners, Utilities, etc...)

This Appendix will be updated on an ongoing basis as new products and customers are added to the Managed Services, Shared Services Agreement: As new products and/or third party relationships become actively supported by this Agreement, the information contained within this Appendix will be updated and shared with the Customer for clarity, acknowledgment and acceptance.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Function (what they do)</th>
<th>Primary Contact Name</th>
<th>Contact Information (phone and email)</th>
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Appendix D: Points of Service for multi-location support agreements (if applicable)

This Appendix will be updated on an ongoing basis as new products and customers are added to the Managed Services, Shared Services Agreement: As new points of service become actively supported by this Agreement, the information contained within this Appendix will be updated and shared with the Customer for clarity, acknowledgment and acceptance.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Company Address</th>
<th>Point of Service Address</th>
<th>Contact Information (Phone and Email)</th>
<th>Notes</th>
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