On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

General Purpose Commercial Information Technology Equipment, Software and Services

FSC: D309

Contract No.: GS-35F-0494X
Contract Period: July 12, 2011 through July 11, 2026
Price List current through Modification 57

Special Item Nos:

132  52 STLOC, RC Electronic Commerce and Subscription Services
132  53 STLOC, RC Wireless Services

Small Business

Manhattan Telecommunications Corporation, DBA MetTel
55 Water Street, 32nd Floor
New York, NY 10041-3299

Contact: Kandi Hart
Telephone: 571-259-3674
Toll Free: 877-963-8663
Fax: 212-701-8450
www.mettel.net

Prices Shown Herein are Net (Discount Deducted)
For more information on ordering from Federal Supply Schedules, click on the GSA Schedules link at www.gsa.gov/schedules
Customer Information

1a. Awarded Special Item Number(s): 132 52, 132 52 STLOC, 132 52 RC, 132 53, 132 53 STLOC, and 132 53 RC See Tables 1 and 2 below.

1b. Lowest Priced Service and Price for Each SIN: 132 52 $0.01 Invoice Payment Service 132 53 $0.029 Additional per minute price in excess of 300,000 Enterprise Minutes

2. Maximum Order All SINs $500,000

3. Minimum Order: $100


5. Point of Production: New York, NY

6. Discount from List Prices or Statement of Net Price: Prices shown herein are GSA net prices, discount deducted

7. Quantity Discounts: None

8. Prompt Payment Terms: Net 30 days

9a. Government Purchase Cards are accepted up to the micro-purchase threshold.

9b. Government Purchase Cards are not accepted above the micro-purchase threshold.

10. Foreign Items: None

11a. Time of Delivery: As stated on delivery/task order.

11b. Expedited Delivery: Contact contractor

11c. Overnight and 2-day delivery: Contact contractor

11d. Urgent Requirements: Contact contractor

12. F.O. B. point: Destination

13a. Ordering Address: 55 Water Street, 32nd Floor New York, NY 10041-3299

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address: 55 Water Street, 32nd Floor New York, NY 10041-3299

15. Warranty provision: Standard Commercial Warranty

16. Export packing charges, if applicable: N/A.

17. Terms and conditions of Government purchase card acceptance: See item 9

18. Terms and conditions of rental, maintenance and repair: N/A

19. Terms and conditions of installation: N/A

20. Terms and conditions of repair parts including date of parts price lists and any discounts from list prices: N/A

20a. Terms and conditions for any other services: N/A

21. List of service and distribution points: N/A

22. List of Participating Dealers: N/A.

23. Preventive Maintenance: N/A

24a. Special attributes such as environmental attributes: N/A

24b. Section 508: N/A

25. Data Universal Number System (DUNS) number: 966868556

26. Notification regarding registration in System for Award Management (SAM) Registered.
About MetTel

MetTel is a leading communications solution provider that bundles the widest selection of technologies into innovative and customized solutions for enterprise customers. By converging all communications over a proprietary network, MetTel enables enterprise companies to quickly and easily deploy technology-driven voice, data, wireless and cloud solutions nationwide. Headquartered in New York City, MetTel has sales and operations support centers throughout the country, including Salt Lake City, UT, Providence, RI, Atlanta, GA, Santa Clara, CA, Dallas, TX, and Chicago, IL. MetTel currently employs over 350 professionals across technical engineering, account management, customer support, and back office functions.

MetTel’s team of highly qualified telecommunications product and project engineers specialize in designing customized platforms for clients in various sectors, including healthcare, financial services, retail, and government. From service tickets to billing and reporting, MetTel delivers a seamless experience.

MetTel has successfully delivered DSL services, Hosted PBX, Business Trunking, ISDN PRI, SD WAN and other data services to multi-location clients for over 14 years and MPLS and Ethernet networks for over 10 years. We have been a reliable service provider for the nation’s leading retail chains and healthcare institutions providing exceptional class and quality of service. In addition to wireline data services, MetTel has been offering mobility solutions for over 8 years.

We achieve significant operational and cost efficiencies by leveraging our state-of-the-art back office infrastructure, sophisticated online portal, and national footprint.

MetTel Value: Our mission is to deliver value to our clients through unwavering commitment to:

• Competitive pricing
  – Significant savings over Local Exchange Carriers’ rates
  – Adherence to contracted rates and formal bill reviews
  – Detailed billing and comprehensive reporting available via the Bruin portal

• Superior client service
  – A single-point-of-contact within our Dedicated Care Team to ensure the prompt resolution of service matters
  – Dedicated project management and migration teams
  – Industry leading engineers designing scalable telecom platforms

• Product excellence
  – Innovative customized telecom solutions
  – Integrated suite of traditional and advanced voice and data services
  – Comprehensive telecom management consulting services

Our Reach: MetTel brings the security of using the most trusted carriers in the country with the convenience of using one provider with a single point-of-contact. Our centralized customer care structure ensures standardized processes regardless of product class or geography.

Management Team: MetTel’s executive management team brings a wealth of experience, including telecommunications, engineering, technology, marketing, sales, and finance. This hands-on team is strategically and tactically focused on increasing customer satisfaction while driving the development of breakthrough telecom solutions.
<table>
<thead>
<tr>
<th>Description</th>
<th>Charging Unit</th>
<th>Term</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Private Line 1.5bps</td>
<td>Dedicated Private Line connecting two end user locations</td>
<td>N/A</td>
<td>$442.22</td>
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<tr>
<td>Hosted PBX Per User (Limited to 500 minutes per user per month; additional minutes at $0.028 per minute.)</td>
<td>SIP Voice Service with off premise PBX Functionality provided by MetTel</td>
<td>N/A</td>
<td>$23.92</td>
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<tr>
<td>Business Trunking Per Simultaneous Call (Limited to 500 minutes per user per month; additional minutes at $0.028 per minute.)</td>
<td>SIP Voice Services</td>
<td>N/A</td>
<td>$19.13</td>
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<td>SIP Bursting</td>
<td>Managed Services 1.5 Mbps Managed Equipment (Router/IAD)</td>
<td>N/A</td>
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<tr>
<td>Managed Services 1.5 Mbps</td>
<td>Managed Equipment (Router/IAD)</td>
<td>N/A</td>
<td>$52.64</td>
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<tr>
<td>T1 Per DS1</td>
<td>Internet Access</td>
<td>N/A</td>
<td>$362.77</td>
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<td>1xT1 2 DS1</td>
<td>Internet Access</td>
<td>N/A</td>
<td>$659.50</td>
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<td>Fixed Wireless Per Access Point</td>
<td>Wireless Internet Access</td>
<td>N/A</td>
<td>$172.24</td>
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<tr>
<td>ISDN PRI (Unlimited local service only; 411 and International calling are not included.)</td>
<td>Access to Local Network (PSTN) with 23B+ 1D Channels</td>
<td>N/A</td>
<td>$477.63</td>
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<tr>
<td>Telecom expense management software (annual spend up to $25.0M) *Bill payment and help desk are optional and an additional charge.</td>
<td>per $1.00 of monthly spend</td>
<td>N/A</td>
<td>$0.02300</td>
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<tr>
<td>Description</td>
<td>Charging Unit</td>
<td>Term</td>
<td>GSA Price Per Month (inclusive of IFF)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------------------------------------------------</td>
<td>----------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Telecom expense management software (annual telecom spend $25.0M - $50.0M)</td>
<td>per $1.00 of monthly spend</td>
<td>N/A</td>
<td>$0.02000</td>
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<tr>
<td>*Bill payment and help desk are optional and an additional charge.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telecom expense management software (annual telecom spend $50.0M - $75.0M)</td>
<td>per $1.00 of monthly spend</td>
<td>N/A</td>
<td>$0.01850</td>
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<tr>
<td>*Bill payment and help desk are optional and an additional charge.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Invoice payment service</td>
<td>per $1.00 of monthly spend</td>
<td>N/A</td>
<td>$0.01000</td>
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<tr>
<td>Help desk support</td>
<td>per $1.00 of annual spend / monthly minimum</td>
<td>N/A</td>
<td>$0.0100 / $3,000 minimum</td>
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<tr>
<td>Telecom expense management service initialization (one time)</td>
<td>per $1.00 of monthly recurring charges/minimum one-time charge</td>
<td>N/A</td>
<td>$2.00 / $150,000 minimum</td>
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<tr>
<td>HSHEX001 Hosted Exchange Premium (10GB)</td>
<td>N/A</td>
<td>MO</td>
<td>$7.66</td>
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<tr>
<td>HSHEX003 Hosted Exchange Premium Plus (10GB)</td>
<td>N/A</td>
<td>MO</td>
<td>$9.57</td>
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<tr>
<td>HSHEX004 Hosted Exchange Premium Plus (Unlimited)</td>
<td>N/A</td>
<td>MO</td>
<td>$14.36</td>
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<tr>
<td>HSHEX009 Hosted Exchange - AD Domain</td>
<td>N/A</td>
<td>MO</td>
<td>$95.72</td>
</tr>
<tr>
<td>HSW0001 Windows VM Server</td>
<td>N/A</td>
<td>MO</td>
<td>$239.29</td>
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<tr>
<td>MVPESX0003 ESXi Server Host</td>
<td>N/A</td>
<td>MO</td>
<td>$38.29</td>
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<tr>
<td>Description</td>
<td>Charging Unit</td>
<td>Term</td>
<td>GSA Price Per Month (inclusive of IFF)</td>
</tr>
<tr>
<td>------------------------------------------------------</td>
<td>---------------</td>
<td>------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>MVPVCS0004 Windows Server Guest (VCS)</td>
<td>N/A</td>
<td>MO</td>
<td>$167.51</td>
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<tr>
<td>MVPVCS0007 Additional SAN Device (VCS)</td>
<td>N/A</td>
<td>MO</td>
<td>$95.72</td>
</tr>
<tr>
<td>Description</td>
<td>Charging Unit</td>
<td>Term</td>
<td>GSA Price Per Month (inclusive of IFF)</td>
</tr>
<tr>
<td>SMF0016 SonicWall Managed Firewall - NSA2600-TS</td>
<td>N/A</td>
<td>MO</td>
<td>$238.34</td>
</tr>
<tr>
<td>TPF0003 Protect Full 24x7 - Internet Lines</td>
<td>N/A</td>
<td>MO</td>
<td>$76.57</td>
</tr>
<tr>
<td>TPF0006 Protect Full Network Bundle Workstation</td>
<td>N/A</td>
<td>MO</td>
<td>$67.00</td>
</tr>
<tr>
<td>TPU0001 Protect User - Standard</td>
<td>N/A</td>
<td>MO</td>
<td>$67.00</td>
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</table>

**SIN 132 52, 132 52 STLOC, 132 52 RC**
Cloud Connect Services
SUBJECT TO COOPERATIVE PURCHASING

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Service Description/Service Area</th>
<th>UOI</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
</tr>
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<tbody>
<tr>
<td>Cloud Connect</td>
<td>10 MB</td>
<td>12 Months</td>
<td>$239.28</td>
</tr>
<tr>
<td>Cloud Connect</td>
<td>10 MB Activation</td>
<td>NRC</td>
<td>$190.47</td>
</tr>
<tr>
<td>Cloud Connect</td>
<td>50 MB</td>
<td>12 Months</td>
<td>$314.89</td>
</tr>
<tr>
<td>Cloud Connect</td>
<td>50 MB Activation</td>
<td>NRC</td>
<td>$190.47</td>
</tr>
<tr>
<td>Cloud Connect</td>
<td>100 MB</td>
<td>12 Months</td>
<td>$381.89</td>
</tr>
<tr>
<td>Cloud Connect</td>
<td>100 MB Activation</td>
<td>NRC</td>
<td>$190.47</td>
</tr>
<tr>
<td>Service Name</td>
<td>Service Description/Service Area</td>
<td>Term</td>
<td>GSA Price Per Month (inclusive of IFF)</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------------------------------------</td>
<td>----------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Cloud Connect</td>
<td>250 MB</td>
<td>12 Months</td>
<td>$429.75</td>
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<tr>
<td>Cloud Connect</td>
<td>250 MB Activation</td>
<td>NRC</td>
<td>$381.89</td>
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<tr>
<td>Cloud Connect</td>
<td>500 MB</td>
<td>12 Months</td>
<td>$573.32</td>
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<tr>
<td>Cloud Connect</td>
<td>500 MB Activation</td>
<td>NRC</td>
<td>$381.89</td>
</tr>
</tbody>
</table>

**SIN 132 52, 132 52 STLOC, 132 52 RC**

**Dedicated Internet Access Services**

**SUBJECT TO COOPERATIVE PURCHASING**

<table>
<thead>
<tr>
<th>Service Name</th>
<th>Service Description/Service Area</th>
<th>Term</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIA Ethernet</td>
<td>10 Mbps – AT&amp;T Service Area</td>
<td>12 Months</td>
<td>$1,421.78</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>10 Mbps – CenturyLink Service Area</td>
<td>12 Months</td>
<td>$1,060.24</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>10 Mbps – Frontier Service Area</td>
<td>12 Months</td>
<td>$1,238.54</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>10 Mbps – Verizon Service Area</td>
<td>12 Months</td>
<td>$1,080.62</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>10 Mbps – Other Service Area</td>
<td>12 Months</td>
<td>$1,682.02</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>20 Mbps – AT&amp;T Service Area</td>
<td>12 Months</td>
<td>$1,771.15</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>20 Mbps – CenturyLink Service Area</td>
<td>12 Months</td>
<td>$1,599.12</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>20 Mbps – Frontier Service Area</td>
<td>12 Months</td>
<td>$1,583.93</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>20 Mbps – Verizon Service Area</td>
<td>12 Months</td>
<td>$1,345.99</td>
</tr>
<tr>
<td>Service</td>
<td>Mbps</td>
<td>Area</td>
<td>Duration</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------</td>
<td>---------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>20 Mbps</td>
<td>Other Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>30 Mbps</td>
<td>AT&amp;T Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>30 Mbps</td>
<td>CenturyLink Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>30 Mbps</td>
<td>Frontier Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>30 Mbps</td>
<td>Verizon Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>30 Mbps</td>
<td>Other Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>50 Mbps</td>
<td>AT&amp;T Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>50 Mbps</td>
<td>CenturyLink Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>50 Mbps</td>
<td>Frontier Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>50 Mbps</td>
<td>Verizon Service Area</td>
<td>12 Months</td>
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<tr>
<td>DIA Ethernet</td>
<td>50 Mbps</td>
<td>Other Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>100 Mbps</td>
<td>AT&amp;T Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>100 Mbps</td>
<td>CenturyLink Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>100 Mbps</td>
<td>Frontier Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>100 Mbps</td>
<td>Verizon Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>100 Mbps</td>
<td>Other Service Area</td>
<td>12 Months</td>
</tr>
<tr>
<td>DIA Ethernet</td>
<td>1 Gbps</td>
<td>AT&amp;T Service Area</td>
<td></td>
</tr>
</tbody>
</table>
### DIA Ethernet
- **1 Gbps – CenturyLink Service Area**
  - 12 Months: $8,382.98
- **1 Gbps – Frontier Service Area**
  - 12 Months: $8,042.54
- **1 Gbps – Verizon Service Area**
  - 12 Months: $8,806.48
- **1 Gbps – Other Service Area**
  - 12 Months: $8,747.61

### Ethernet Activation
- Ethernet Service Activation Fee
  - NRC: $1,259.37

### T-1 (1.5mb)
- T-1 Services All Service areas (mileage rates may apply)
  - MRC: $403.14

### T-1 Mileage
- Monthly Per Mile Charge
  - MRC: $5.03

### IP Block
- Block of 5 IP Addresses
  - MRC: $25.19

---

**SIN 132 52, 132 52 STLOC, 132 52 RC – Cable Broadband Services SUBJECT TO COOPERATIVE PURCHASING**

<table>
<thead>
<tr>
<th>Description</th>
<th>Footprint (Underlying provider)</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
<th>GSA Price (inclusive of IFF)</th>
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<tbody>
<tr>
<td><strong>D24.0M/U3.0M - Static IP</strong></td>
<td>ATT</td>
<td>$95.31</td>
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<td>Non-recurring Charge</td>
<td>ATT</td>
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<td>$98.74</td>
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<tr>
<td><strong>D.25.0M/U5.0M – Static IP</strong></td>
<td>Cox</td>
<td>$166.67</td>
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<tr>
<td>Non-recurring Charge</td>
<td>Cox</td>
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<td>$97.75</td>
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<tr>
<td><strong>D50.0M/U5.0M - Static IP</strong></td>
<td>CONE</td>
<td>$130.34</td>
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<tr>
<td>Non-recurring Charge</td>
<td>CONE</td>
<td></td>
<td>$98.74</td>
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<tr>
<td><strong>D50/0M/U10.0M – Static IP</strong></td>
<td>NATIONWIDE</td>
<td>$197.56</td>
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<tr>
<td>Non-recurring Charge</td>
<td>NATIONWIDE</td>
<td></td>
<td>$98.74</td>
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<tr>
<td>SD WAN Services Description</td>
<td>Unit</td>
<td>GSA Price Per Month (inclusive of Industrial Funding Fee or IFF)</td>
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</tr>
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<td>----------------------------------------------------------------</td>
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<tr>
<td>30.0MB</td>
<td>MO</td>
<td>$123.42</td>
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<td>MO</td>
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<td>Digi Transport WR-11</td>
<td>NRC</td>
<td>$315.52</td>
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<tr>
<td>SD-WAN Crash Kit Case</td>
<td>NRC</td>
<td>$590.14</td>
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<tr>
<td>Installation Package</td>
<td>LOT</td>
<td>$9.86</td>
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</table>

**SIN 132 52, 132 52 STLOC, 132 52 RC – POTS Line Services SUBJECT TO COOPERATIVE PURCHASING**

<table>
<thead>
<tr>
<th>State</th>
<th>MRC</th>
<th>State</th>
<th>MRC</th>
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<tr>
<td>AL</td>
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<td>PA</td>
<td>$31.15</td>
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<tr>
<td>AR</td>
<td>$45.53</td>
<td>NC</td>
<td>$46.76</td>
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<tr>
<td>AZ</td>
<td>$20.30</td>
<td>ND</td>
<td>$25.21</td>
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<tr>
<td>CA</td>
<td>$38.67</td>
<td>NE</td>
<td>$32.75</td>
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<tr>
<td>CO</td>
<td>$23.57</td>
<td>NH</td>
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<tr>
<td>CT</td>
<td>$38.46</td>
<td>NJ</td>
<td>$23.76</td>
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<tr>
<td>DC</td>
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<td>$44.95</td>
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<td>$47.26</td>
</tr>
<tr>
<td>MO</td>
<td>$43.52</td>
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<td>$44.27</td>
</tr>
<tr>
<td>MO</td>
<td>$42.43</td>
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<tr>
<td>MS</td>
<td>$37.28</td>
<td>WV</td>
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<td>IL</td>
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<td>$42.91</td>
</tr>
<tr>
<td>IN</td>
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<td>SD</td>
<td>$29.09</td>
</tr>
<tr>
<td>KS</td>
<td>$49.03</td>
<td>TN</td>
<td>$47.08</td>
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<tr>
<td>KY</td>
<td>$43.49</td>
<td>TX</td>
<td>$43.34</td>
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<tr>
<td>LA</td>
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<td>UT</td>
<td>$21.45</td>
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<tr>
<td>MA</td>
<td>27.31</td>
<td>VA</td>
<td>$30.61</td>
</tr>
<tr>
<td>MD</td>
<td>23.67</td>
<td>VT</td>
<td>$20.17</td>
</tr>
<tr>
<td>ME</td>
<td>21.96</td>
<td>WA</td>
<td>$26.13</td>
</tr>
<tr>
<td>MI</td>
<td>42.57</td>
<td>WI</td>
<td>$47.04</td>
</tr>
<tr>
<td>MN</td>
<td>27.43</td>
<td>IA</td>
<td>$23.89</td>
</tr>
<tr>
<td>OR</td>
<td>24.56</td>
<td>ID</td>
<td>$35.71</td>
</tr>
</tbody>
</table>

**POTS Service Terms and Conditions**

1. Locations are subject to pre-qualification to determine service availability.

Contract GS-35F-0494X

Contract Dates: July 12, 2011 - July 11, 2021
2. Prices do not include taxes, fees, and surcharges.
3. Prices assume Plain Old Telephone Services (POTS) on MetTel’s wholesale platform and include all standard features (i.e., Anonymous Call Rejected, Billed Number Screening, International Call Blocking, Busy Line/Call Transfer, Call Blocking, Call Forwarding, Call Return/Repeat Dial, Call Selector, Call Trace, Call Waiting, Caller ID, Caller ID Name delivery, Hunting, Repeat Dialing, Three-way Calling, Touchtone, Unlimited *66 Repeat Dialing).
4. Non published or additional listings may be added for an additional monthly recurring charge of $4.50 per line.
5. Voicemail may be added for an additional monthly recurring charge of $7.00 per line.
6. For services in resale or remote areas, surcharges in an amount of $9.99 each may apply.
7. For Centrex Service, additional surcharges in an amount of $8.99 each may apply.
8. Volume and location discounts may apply and shall be determined on an individual case basis (ICB).
9. For services outside of MetTel’s service area, MetTel may re-bill and manage the line at a monthly fee of $9.95 per line.

**TABLE II**

<table>
<thead>
<tr>
<th>Enterprise Wireless Voice Services Description</th>
<th>Unit</th>
<th>GSA Price Per Line Per Month (inclusive of Industrial Funding Fee or IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Line</td>
<td>Wireless Phone Service; Minute Charges are Shown Below</td>
<td>$19.14</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise Minutes</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
<th>Additional Per Minute GSA Price (inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10,000</td>
<td>$430.73</td>
<td>$0.043</td>
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<tr>
<td>12,500</td>
<td>$502.52</td>
<td>$0.040</td>
</tr>
<tr>
<td>15,000</td>
<td>$598.24</td>
<td>$0.040</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise Minutes</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
<th>Additional Per Minute GSA Price (inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>20,000</td>
<td>$789.67</td>
<td>$0.039</td>
</tr>
<tr>
<td>25,000</td>
<td>$909.32</td>
<td>$0.036</td>
</tr>
<tr>
<td>30,000</td>
<td>$1,052.90</td>
<td>$0.035</td>
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<tr>
<td>35,000</td>
<td>$1,196.47</td>
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<tr>
<td>40,000</td>
<td>$1,340.05</td>
<td>$0.034</td>
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<tr>
<td>50,000</td>
<td>$1,675.06</td>
<td>$0.034</td>
</tr>
<tr>
<td>Number of Lines</td>
<td>GSA Price Per Line Per Month (inclusive of IFF)</td>
<td>GSA Price Per Message (inclusive of IFF)</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>10MBs 1-4</td>
<td>$26.79</td>
<td>$0.1436</td>
</tr>
<tr>
<td>10MBs 5-99</td>
<td>$25.26</td>
<td>$0.1436</td>
</tr>
<tr>
<td>10MBs 100-499</td>
<td>$24.69</td>
<td>$0.1436</td>
</tr>
<tr>
<td>10MBs 500-999</td>
<td>$24.11</td>
<td>$0.1436</td>
</tr>
<tr>
<td>10MBs 1000+</td>
<td>$22.96</td>
<td>$0.1436</td>
</tr>
<tr>
<td>Unlimited 1-4</td>
<td>$43.06</td>
<td>$0.1436</td>
</tr>
<tr>
<td>Unlimited 5-99</td>
<td>$37.89</td>
<td>$0.1436</td>
</tr>
<tr>
<td>Unlimited 100-499</td>
<td>$37.04</td>
<td>$0.1436</td>
</tr>
<tr>
<td>Unlimited 500-999</td>
<td>$36.17</td>
<td>$0.1436</td>
</tr>
<tr>
<td>Unlimited 1000+</td>
<td>$34.45</td>
<td>$0.1436</td>
</tr>
<tr>
<td>0</td>
<td>$0.00</td>
<td>$0.1436</td>
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<tr>
<td>100</td>
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<tr>
<td>250</td>
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<td>1,000</td>
<td>$9.56</td>
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<tr>
<td>5,000</td>
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<td>$0.1436</td>
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<tr>
<td>200</td>
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<td>450</td>
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</tr>
<tr>
<td>575</td>
<td>$48.42</td>
<td>$0.38</td>
</tr>
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</table>

All voice packages include Free Mobile-to-Mobile and Free Night and Weekend Calling.
All voice packages include Free Mobile-to-Mobile and Free Night and Weekend Calling.

Minutes are shared between lines.

<table>
<thead>
<tr>
<th>Non-Enterprise Wireless Data Services: E-mail and Internet</th>
<th>Number of Lines</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
<th>Additional Per Minute (inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10MBs</td>
<td>1-4</td>
<td>$26.79</td>
<td></td>
</tr>
<tr>
<td>10MBs</td>
<td>5-99</td>
<td>$25.26</td>
<td></td>
</tr>
<tr>
<td>Unlimited</td>
<td>1-4</td>
<td>$43.06</td>
<td></td>
</tr>
<tr>
<td>Unlimited</td>
<td>5-99</td>
<td>$37.89</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Enterprise Pooled Voice Minutes, Unlimited Night, Weekend and Mobile to Mobile Calling, and Unlimited Messaging Included</th>
<th>GSA Price Per Month (inclusive of IFF)</th>
<th>Additional Per Minute GSA Price (inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>WV-0100</td>
<td>100</td>
<td>$19.99</td>
<td>$0.25</td>
</tr>
<tr>
<td>WV-0400</td>
<td>400</td>
<td>$21.99</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

| SP-5000        | Enterprise Pooled Data Add on for Smartphones                                                  | $25.00                                 | $15.00                                           |
| MBB-5000       | Enterprise Pooled Machine to Machine/IoT/Telemetry Data                                         | $39.99                                 | $15.00                                           |
Service Descriptions – SIN 132 52

DSL Service - MetTel’s DSL services provide a range of proven reliable high-speed data access and transmission over legacy copper telephone lines. DSL is ‘always on’ allowing high-speed Internet connections for accessing the internet, email, video conferencing, sending or receiving large files, MP3, and a host of other online applications. DSL can also handle voice and high-speed Internet communication simultaneously. You'll experience productivity gains through faster, more streamlined access to data.

ADSL – Asymmetric DSL provides higher download speeds than upload speeds, making it ideal for just plain viewing websites and checking email
- Fast data transfer speeds required to support today’s bandwidth-intensive applications such as video, video conferencing and MP3
- Three channel system includes voice, fax, internet downloads and uploads
- Dedicated connection
- Self-installation gets you up and running instantly

MetTel’s online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:
- View detailed invoicing
- Analyze billing, usage and variance information for each line, product, location or the overall agency through an extensive dynamic reporting suite
- Submit and track service requests in real time
- View service status, inventory, and billing data for every location
- Follow migrations and other project statuses
- Designate authorized parties to view and/or take action on selected items.
MPLS
For clients seeking higher speed, reliability and security, MPLS (Multi-protocol Label Switching) provides a next-generation intelligent network solution. MetTel’s MPLS Service offers increased performance by nearly eliminating backbone congestion and packet loss, providing enhanced support for corporate email, video streaming and Web commerce applications. Going beyond traditional ATM and frame relay networking, dedicated MPLS services combine both public and private IP service, ensuring optimal quality of service. With MPLS, you’ll benefit not only from advanced networking technologies but also from the entire MetTel portfolio of integrated wireline and wireless communications.

MetTel’s MPLS Service is ideal for...
- a nationwide enterprise with geographically dispersed branch offices running a large suite of data-intensive and voice applications requiring reliable transmission of business-critical data;
- any company choosing to migrate from existing ATM, frame relay or VPN solutions to MPLS to take advantage of higher performance, reduced costs and faster Internet access speeds.

Features:
- More sophisticated traffic engineering by effectively handling and managing greater bandwidth for voice, data and video demands
- Full range of access speeds including DS1, DS3, OC12 and Ethernet (Fast, Gigabit, 10 Gigabit)
- Value-add functionality helps ensure redundancy, provides virtual private network (VPN) meshing and offers enhanced security features
- 24/7 Network Operation Centers (NOCs) and Customer Service expedites problem identification, notification and resolution

Benefits:
- Reduced total cost of ownership by converging all communications over a single network, with one cost-effective provider managing all voice and data communications services
- One consolidated monthly communications bill covering all locations and services; significantly reduces bill processing resources, streamlining auditing and cost analysis
- Single point of contact to address all integrated and next-generation communications needs

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ETHERNET
MetTel’s Ethernet Service transparently connects your Local Area Networks (LANS) from multiple locations, within a metropolitan area or beyond, over a complete fiber network that is constantly monitored for peak performance. Our service is ideal for establishing a seamless Wide Area Network (WAN) environment -- typically connected at native LAN speeds and Ethernet interfaces of 100Mbps (per second).
Unlike traditional private lines, frame relay or ATM, data can travel across the Ethernet network as fast as it does on your agency’s internal LAN. Best of all, MetTel offers one flat monthly fee, eliminating per-use charges, providing your agency with maximum cost savings.

The Highest Level of Security – MetTel provides a high level of data networking security through the protocol’s Layer 2 attributes – protecting your data from security breaches and latency issues.

Unmatched Scalability – Customers can interface with the MetTel MPLS private and MetTel’s public Internet Access network at Ethernet speeds and grow their network from 1Mbps to 10 Gigabits with little or no incremental capital expenditure.

Features and Benefits:
- Ideal for establishing a WAN environment
- High-speeds up to 10 Gigabits
- Flat monthly fee
- Allows the use of existing hardware, so there’s no investment to get started.
- Best security, protecting your data from security breaches and latency issues.
- Unmatched scalability to grow with your business

Applications:
- Access to high speed data networks
- Information and database sharing, transfers and back-up
- Internet access and messaging
- File archiving and collaboration applications
- IP Telephony
- Tele-commuting

MetTel’s online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:
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PRIVATE LINE
MetTel provides a family of private line services that supports both voice and data applications. These leased lines provide a dedicated point-to-point facility (i.e., not part of the public switched network) between specific locations. Your company will gain exclusivity, as well as the maximum level of privacy, security and availability.

Applications commonly solved by this service include...
- real-time transmission of video imagery such as x-rays, enabling professional consultation without traveling between locations
- instantaneous access between your agency, your customers and/or suppliers, helping drive better, more profitable client relationships
- brokerage and/or trading applications, where privacy and security are paramount
- tying home and branch offices together
Features:
- Available in three levels:
  - DS0 circuits support applications such as point-to-point analog voice or data
  - DS1 service is a full-duplex, digital T1 line/service
  - DS3 service provides dedicated point-to-point digital service for high-speed voice and data capacity requirements

Benefits:
- Provides a superior foundation or pathway for evolution to Frame Relay
- Effective for voice, data or video applications
- Cost-effective solution for batch file transfers between specific locations

MetTel's online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:
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HOSTED PBX
MetTel's Hosted PBX Service is a total communications solution that helps lower your total cost of ownership (TCO) by optimizing the workplace infrastructure through cost-effective integration and convergence. For agencies thinking about installing a new PBX and/or needing to end their current dependence on legacy PBX or Key system, Hosted PBX is far superior to existing Voice over Internet Protocol (VoIP) solutions. It frees your business and technical resources from time-intensive telephony and network management. It reduces your dependence on obsolete technology that cannot scale as requirements grow. And it supports new services and features without increased capital or operating expenditures.

Features:
- Total Hosted VoIP Solution providing end-to-end service and capabilities: system design through product procurement and deployment to ongoing support and maintenance.
- Convergence through a single, private connection that offers dynamically allocated bandwidth, enhanced data transmission and voice Quality of Service (QoS).
- Business continuity resulting from carrier-class equipment and highly available soft switch technology, ensuring voice traffic in the event of primary circuit failure.
- Leading-edge technology including best-in-class IP phones from industry leading manufacturers.
- Comprehensive functionality including high-quality local, long distance, E911 and four digit extension dialing. Multi-site Hosted PBX customers incur no charges for internal calls.
- Professional consultation/design by MetTel's IP Products and Services Team. Benefits:
- Reduced total cost of ownership: existing infrastructure and equipment can be utilized with Hosted PBX solution.
- Expedited deployment achieved by leveraging existing equipment (PBX/Key system telephones) while replacing current PRI and/or business lines.
- Cost-effective migration path to fully hosted VoIP: integrated circuit provides voice and data convergence.
- Increased productivity: Web portal-based tools help employees and administrators manage and configure services easily and quickly.
Enhanced Quality of Service (QoS) through facilities-based circuits helps ensure continuous uptime and system performance.

MetTel’s online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:

- View detailed invoicing
- Analyze billing, usage and variance information for each line, product, location or the overall agency through an extensive dynamic reporting suite
- Submit and track service requests in real time
- View service status, inventory, and billing data for every location
- Follow migrations and other project statuses
- Designate authorized parties to view and/or take action on selected items.

BUSINESS TRUNKING
For agencies needing to increase functionality while lowering their total cost of ownership (TCO), MetTel’s Voice over IP (VoIP) Dynamic Business Trunking Service provides communications convergence at just the right price. You’ll revitalize your networking infrastructure while lowering your procurement and ongoing operating costs. You’ll benefit from the dynamic allocation capabilities and advanced communications features, while continuing to utilize existing telephony equipment. And you’ll reap productivity benefits through simplified management functionality.

Features:
- Scalable bandwidth on demand and enhanced data transmission management.
- Integration with existing PBX or Key systems extends the life span of current communications infrastructure investments.
- Session Initiation Protocol (SIP) provides enhanced functionality and flexibility.
- Value-added services include high-quality local, long distance, E911 and four-digit extension dialing.
- Multi-site Dynamic Business Trunking customers incur no charges for internal calls.

Benefits:
- Reduced Total Cost of Ownership – existing networking infrastructure and equipment can be utilized with Business Trunking solution
- Business continuity – results from carrier-class equipment and highly-available soft switch technology
- Expedited deployment – achieved by leveraging existing equipment (PBX/Key system telephones) while replacing current PRI and/or POTS lines.
- Cost-effective migration path to fully hosted VoIP: integrated circuit provides voice and data convergence.
- Increased Productivity – through utilization of Web portal-based tools: employees can manage and configure services quickly and cost-effectively.
- Enhanced Quality of Service (QoS) – through facilities-based circuits: helps ensure continuous uptime and system performance.
MANAGED SERVICES
MetTel provides managed services for equipment and network supplied for customer use. MetTel will configure, update, modify and closely monitor network and network elements to ensure customer’s communications services are operating at peak performance and always available. This offering is very flexible and allows for the client to work with MetTel to identify any combination of both customer and MetTel network management so customer can always retain access to vital equipment and network elements. MetTel’s National Network Operations Center is available at all times to continuously monitor and react quickly to any unforeseen event.

Services, equipment and network elements that MetTel’s Managed Services can encompass…
- Wide Area Private Networks
- Public Network Links
- VPN Access to Private Networks
- Routers, Switches, Phones etc..
- Disaster Recovery Network Access
- Network Firewall and Security

MetTel’s online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:
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- Follow migrations and other project statuses
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T1
Integrated T1 is an enhanced offering that enables agencies to combine traditional voice services with high-speed Internet access. Voice service choices include either T1/PRI or business line connectivity, including Centrex, with an optional Internet Protocol (IP) interface. Bandwidth is dynamically allocated as your needs change.

With functionality and flexibility previously available only to large enterprises, small to mid-size users can integrate voice, data and Internet services on a single T1 connection, improving productivity and reducing
costs. With all of your communications services supplied by MetTel, you’ll receive one easy-to-read monthly bill that clearly lists all charges.

Features:
- Integrated voice and Internet applications provided on a carrier-class network
- Dynamic allocation: shifts bandwidth between voice and Internet applications automatically
- Internet access up to 1.544Mbps per second; even if all voice lines are in use, bandwidth is available for high-speed Internet access
- IP interface available
- Popular call management features included
- Network monitored 24/7 by our skilled technicians

Benefits:
- Combines local service, long distance calling, call management features and Internet access on a single network...and a single, simplified monthly statement
- Choice of calling plan that best meet the needs of your business
- Use existing phones, key system and PBXs, or use optional system features to provide PBX or Centrex functionality
- Integrate voicemail and Email with optional unified messaging
- Improved efficiencies and dollar savings by deploying one integrated network

ISDN PRI

MetTel’s online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:
- View detailed invoicing
- Analyze billing, usage and variance information for each line, product, location or the overall agency through an extensive dynamic reporting suite
- Submit and track service requests in real time
- View service status, inventory, and billing data for every location
- Follow migrations and other project statuses
- Designate authorized parties to view and/or take action on selected items.

ISDN is a digital access technology that allows simultaneous, integrated voice and data capabilities. ISDN PRI (Primary Rate Interface) provides a 1.544Mbps digital transport facility and consists of 23 64Kbps Bearer (B) channels and one 64Kbps Data (D) channel. Each B channel has the ability to integrate voice, data, image and video.

ISDN PRI offers an array of value-added features for enhanced productivity, such as calling number identification and call-by-call selection. It also provides superior clarity of digital transmission, high-speed data interfaces and sufficient bandwidth to fulfill your current and future communication needs.

Features:
- Dynamic channel allocation to support voice or data as required
- Multi-service functionality
- Advanced intelligent network services
- Robust disaster recovery and backup solution
- Each PRI handles multiple voice, fax and modem calls simultaneously
- Supports call center applications; extends the life of an existing PBX system

Benefits and Applications:
- Uses existing infrastructure to enable all digital voice and high-speed data applications
- Reduces the overall number of trunks needed by as much as 30 percent
- Reduces call set-up and connection time by up to 90 percent
- Guarantees two-way bandwidth for voice and data
- Transfers large volumes of data and enhanced voice with superior transmission quality
MetTel's online portal, Bruin, provides a state-of-the-art telecommunications management portal that allows customers to:

- View detailed invoicing
- Analyze billing, usage and variance information for each line, product, location or the overall agency through an extensive dynamic reporting suite
- Submit and track service requests in real time
- View service status, inventory, and billing data for every location
- Follow migrations and other project statuses
- Designate authorized parties to view and/or take action on selected items.

TELECOM MANAGEMENT SOFTWARE
MetTel's telecom expense management software delivered via the Bruin Portal provides the following functionality for telecom services procured through carriers other than MetTel:

- Bill acquisition, parsing and loading into the portal
- Unlimited access to the portal
- Standard suite of reports providing analysis of spend, usage, variance, etc.
- Inventory management and repository

Contract management, procurement, and rate benchmarking assistance

CABLE BROADBAND SERVICES
MetTel's Cable High Speed Internet connection utilizes multiple data channels to send large quantities of information. Whether you’re an individual location with light Internet use, or a larger scale Agency with complex data sharing needs, MetTel has the right Cable Broadband solution to fit your needs. We are available around the clock to answer any questions that arise. With the largest cross-carrier footprint, MetTel delivers ubiquitous, centrally managed and supported Broadband service.

HSHEX001
Hosted Exchange Premium (10GB)
Hosted Exchange Email (Client Premium 10GB)

HSHEX003
Hosted Exchange Premium Plus (10GB)
Hosted Exchange Email (Client Premium Plus 10GB + Outlook)

HSHEX004
Hosted Exchange Premium Plus (Unlimited)
Hosted Exchange Email (Client Premium Plus Unlimited + Outlook)

HSHEX009
Hosted Exchange - AD Domain
Hosted Exchange Email (Server Instance)

HSWS0001
Windows VM Server

Virtual Server Features: 60 GB disk space, 2 GB RAM, Single Core
* Provides the base system for Windows Server
* Can act as a hosted active directory domain controller that is fully managed and monitored
* Stores user accounts, contacts, security groups and distribution groups
* Server is covered by ThriveProtect:
  - Managed Spyware Protection
  - Managed Antivirus Protection
  - Managed Network Monitoring

**MVPESX0003**
ESXi Server Host

* Proactive ESXi Server patching
* Unlimited remote support center support from 8am - 6pm EST, Monday through Friday
* Performance monitoring of VMware ESXi host servers
* Process monitoring of all vital system processes necessary for system to operate correctly
* Unlimited emergency onsite support from 8am - 6pm EST, Monday through Friday

**MVPVCS0004**
Windows Server Guest (VCS)

* Managed Spyware Protection 24x7
* Managed Antivirus Protection 24x7
* Proactive monthly server operating system patching
* Unlimited remote support center support from 8am - 6pm EST, Monday through Friday
* Process monitoring of all vital system processes necessary for system to operate correctly
* Automated system maintenance and alert condition reporting
* Microsoft Exchange business function monitoring
* Configuration Management
* Off-hours paging and ticket creation for connectivity, backup monitoring, and antivirus critical event

**MVPVCS0007**
Additional SAN Device (VCS)

Unlimited remote support center support from 8am - 6pm EST, Monday through Friday

**SMF0016**
SonicWALL Managed Firewall - NSA2600-TS

Managed Firewall for up to 100MB Bandwidth (2 IpSec Tunnels, Max 25)

**TPF0003**
Protect Full 24x7 - Internet Lines

Monitoring of Router and ISP Gateway for Internet Lines
TPF0006
Protect Full Network Bundle Workstation

* Configuration Management
* Client Portal Access
* Operating System Patch Monitoring
* Predictive Disk Failure Alerting
* Managed Email Filtering with Email Continuity
* Unlimited Remote Support Center 24x7
* Unlimited Remote Engineering 24x7

TPU0001
Protect User - Standard

* Covers one workstation, one tablet, and one mobile device
* Managed Spyware Protection 24x7 for MS workstation
* Managed Antivirus Protection 24x7 for MS workstation
* Proactive monthly patching for Windows Operating System and Microsoft Office
* Managed Email Filtering with Email Continuity
* Predictive Disk Failure Alerting
* Configuration Management
* Client Portal Access
* Unlimited Remote Support Center Support from 8am - 6pm EST, Monday through Friday
* Unlimited Remote Engineering from 8am - 6pm EST, Monday through Friday

SD WAN SERVICES

MetTel's Software Digital Wide Area Network (SD WAN) provides a specific application of software defined networking technology applied to connections used to connect enterprise networks including quick and cost-effective deployment of new branches. This cloud delivered solution provides bandwidth expansion and enterprise-grade WAN by leveraging broadband and private links while dramatically improving operational automation. Use of our SD WAN provides combination of bandwidth such as DSL and Cable, among others, for increased speeds while maintaining secure enterprise-grade WAN connectivity; augmentation of existing MPLS with broadband while maintaining secure and encrypted private connectivity; streamlined provisioning and automated policy management for all branch gateways by setting easy to use business rules in the web portal and consolidates branch equipment into a single cloud controlled branch device thus reducing hardware costs and maintenance with app-based rules. The SD-WAN Service provided under this schedule is provided as a service and does not include any rights in the underlying software.

FEATURES

- Consolidated Carrier Access
  Seamlessly meshes cross-carrier broadband and nationwide MPLS access via MetTel's NNI circuits

- Secure Solution
  Boosts encryption levels and QoS with MetTel's private MPLS network while utilizing SD-WAN technology, typically delivered by competitors over the public internet
• Bi-Directional QoS with Multi-Path Optimization
  Manage, shape and queue data packets to improve voice and video quality

• Private, Portable IP Addressing
  Avoids costly equipment reconfiguration and maintains IP addresses during carrier migrations with MetTel’s public IP solutions

• SIP ALG Bypass
  Encapsulate traffic using secure VPN tunnel to prevent service providers from altering IP packet flow

• One-Stop Shop
  Consolidate all underlying technology under a single provider

CLOUD CONNECT

MetTel's Cloud Connect service helps protect sensitive data by routing your network traffic through a private connection directly to your cloud provider. This private link allows your organization to enjoy easy, safe and fast access to the cloud, while maximizing performance and reducing latency.

KEY BENEFITS

• Security and Privacy – A secure connection between your network and the cloud protects your enterprise by eliminating private data being routed over the public internet.

• Improved Performance and Control – Cloud Connect provides faster access to cloud providers, up to 50% lower latency, more consistent network performance and added control.

• Reduced Capital Outlay – Opex pricing includes unlimited data transfer. Additionally, reduced rates from cloud providers like AWS are available.

• Increased Agility – Setup is fast and easy; no additional equipment or access lines are needed.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “Agreement”) is made as of __________, 20___ (the “Effective Date”) by and between the Client listed below and Manhattan Telecommunications Corporation ("MetTel") (Client and MetTel are each a "Party" and collectively, the "Parties"). In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall begin on the Effective Date and end on the later of (a) (1) year from the Effective Date or (b) the completion of all Services under the last Purchase Order executed by the Parties prior to the first anniversary of the Effective Date (the “Initial Term”). The Initial Term and any Renewal Term(s) are collectively referred to as the “Term”.

2. SERVICES.

   (a) General. This Agreement governs all goods and services (such goods and services may sometimes be collectively referred to as the “Services”) MetTel may provide or sell to Client. Services
will be delivered to Client under a purchase order or other purchase document describing such Services ("Purchase Order").

(b) **Hardware Procurement.** If Client purchases hardware from a party other than MetTel and there are problems resulting from delivery delays, failure of Client to verify complete delivery, defective hardware, or incorrect hardware being ordered, Client may issue either an amended Purchase Order or new Purchase Order to pay to MetTel any additional time charges, at the rates specified in the applicable Purchase Order, required as a result of hardware procurement problems or delays in completing the Services described in that Purchase Order. All purchases of goods by Client shall be deemed final at the time the order is placed and Client agrees that it is obligated to pay for such goods when an invoice is submitted.

(c) **Minimum Network Standards.** Promptly following the Effective Date, MetTel shall deliver to Client the minimum standards for network infrastructure and management MetTel recommends its customers follow in order to have baseline functionality and reliability in their IT systems, including versions of operating systems and hardware, antivirus, backup, firewalls, HVAC, and electrical power requirements (the “Minimum Standards”). MetTel may update the Minimum Standards at its discretion and shall deliver a copy of such revised Minimum Standards to Client. Client agrees to adhere to the Minimum Standards for network components managed by MetTel MetTel specifically excludes from any fixed monthly support fee all Services required to remedy problems caused by Client’s failure to adhere to the Minimum Standards, and MetTel disclaims responsibility for any damages or costs Client experiences as a result of the malfunction of any part of Client’s network that does not meet the Minimum Standards.

3. **PAYMENT.**

   (a) **Fees.** Client agrees to pay MetTel the fees described in any Purchase Order. MetTel shall invoice Client as provided in a Purchase Order. Such invoices shall be due and payable in full within thirty (30) days of receipt of invoice.

   (b) **Disputes.** If Client disputes any portion of the invoice, MetTel and Client agrees to the procedures in Federal Acquisition Regulation 52.233-1 implementing the Contract Disputes Act (41 USC 7101-7109).

   (c) **Hardware Orders.** If Client’s account is in good standing, MetTel will invoice Client for hardware orders up to a maximum amount determined by MetTel. If a hardware order amount is above such limit, MetTel will invoice for the difference due on receipt of the applicable Purchase Order, and the hardware order will be placed as soon as payment is received. If Client’s account is overdue, MetTel will invoice Client for the entire hardware order due on receipt of the applicable Purchase Order, and such hardware order will be placed as soon as payment is received.

4. **THIRD PARTY SERVICES.** An important part of MetTel’s Services is serving as a single point of contact for Client for goods or services manufactured, produced and/or delivered by third parties ("Third Party Providers"). MetTel hereby assigns to Client any warranties provided by the Third Party Providers of goods that are resold by MetTel and Client agrees to pursue all defective product, quality, breach of warranty and other claims against such Third Party Providers. MetTel shall reasonably assist Client in resolving any performance, quality, breach of warranty or other claims of Client with the applicable Third Party Providers of such services. Client acknowledges that some goods and services cannot be returned or cancelled once ordered. At the request of Client, MetTel agrees to make a reasonable attempt to return goods to the Third Party Provider. However, Client agrees that MetTel is under no obligation to take back from Client any goods ordered from MetTel if MetTel is unable to return those same goods to the Third Party Provider. Risk of loss or damage for goods
purchased from Third Party Providers shall pass to Client when such goods are delivered to Client, unless otherwise agreed in advance in writing by Client and MetTel.

5. **LIMITATION OF LIABILITY.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO AMOUNTS PAYABLE BY A PARTY PURSUANT TO ITS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS HEREUNDER, BUT SHALL APPLY IN ALL OTHER INSTANCES REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, METTEL MAKES NO WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT.

MetTel shall follow reasonable industry practices and standards in providing the Services. However, both Parties acknowledge that it is impossible to guarantee the trouble-free performance of services, computer hardware and software. Therefore, the Parties agree that in no event and under no legal theory, cause of action, or claim of liability or damages, shall MetTel be liable to Client for any damages, losses, expenses or attorney’s fees (i) arising from any loss of data or breach of privacy of Client’s systems; and in any event (ii) that in the aggregate exceed the greater of $100,000 or the fees paid by Client to MetTel for services rendered during the twenty-four (24) months immediately preceding the date that Client first asserts a claim against MetTel, except in the event of MetTel’s willful misconduct, or where MetTel materially breaches Section 7 (Confidentiality). The foregoing exclusion/limitation of liability shall not apply to (1) for fraud; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

6. **INTELLECTUAL PROPERTY.**

   **Correction of Impeded Use.** If Client’s continued use of any Services becomes or may become impeded in any way due to an actual or anticipated Indemnifiable Claim, at Client’s request MetTel shall at its expense and sole discretion either (i) obtain for Client the right to continue using the Services, (ii) replace or modify the Services so that it is no longer subject to such Indemnifiable Claim and continues to perform in a functionally equivalent manner in compliance with any existing specifications, or (iii) if neither of the foregoing options is commercially practicable, refund to Client all amounts pre-paid by Client for unused Services.

7. **CONFIDENTIALITY.**

   (a) **General.** “Confidential Information” means all information or data furnished by either Party (“Disclosing Party”) to the other Party (“Receiving Party”) which Receiving Party should reasonably understand to be considered Confidential Information by Disclosing Party, including but not limited to, all information regarding Disclosing Party’s customers, clients, employees and suppliers, pricing information and models, product and service information, financial or operational data, business plans, strategies, models or forecasts, internal performance results and other documentation relating to Disclosing Party’s business activities. All Confidential Information, unless otherwise specified in writing, shall remain the property of Disclosing Party. Confidential Information does not include and each Party shall have no obligation with respect to information which (i) is in the public domain, through no fault of Receiving Party, at the time of the disclosure hereunder; (ii) prior to disclosure hereunder is within the legitimate possession of Receiving Party; (iii) becomes known to Receiving Party from a third party without restriction and without violation of law or breach of any confidentiality obligation owed to Disclosing Party, which violation or breach was known or should reasonably have been known to Receiving Party; (iv) is independently developed by Receiving Party through parties who have not had, either directly or indirectly, access to or knowledge of such Confidential Information; or (v) is approved
for release by written authorization of Disclosing Party. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed “confidential information” notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

(b) **Use.** Receiving Party shall only use Confidential Information for the limited purpose of this Agreement and shall hold the Confidential Information confidential and, unless otherwise provided for herein, not disclose it to any third party. Each Party agrees that it shall exercise reasonable care and adequate measures to protect its own Confidential Information and that it shall exercise no less care to safeguard Confidential Information acquired from Disclosing Party. Such measures shall include, at a minimum, a requirement that all Confidential Information shall be retained in a secure place with access limited to only such employees and agents who need access to such Confidential Information for purposes of this Agreement and that, notwithstanding anything to the contrary herein, each such employee and agent shall be informed of the existence and terms of this confidentiality provision. The Parties acknowledge and agree that they shall be liable to each other for any breach by such employees or agents.

(c) **Required Disclosure.** If Receiving Party is required by law to make any disclosure of Confidential Information, Receiving Party shall first give prompt written notice of such requirement to Disclosing Party, shall permit Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and shall provide reasonable cooperation to Disclosing Party, at Disclosing Party’s expense, in seeking to obtain such protection. Receiving Party agrees that if it is required to disclose Confidential Information, it will furnish only that portion of the Confidential Information which it in good faith reasonably considers to be legally required, it will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information and that it will continue to protect the Confidential Information as provided herein.

(d) **Destruction.** At the conclusion of the Parties’ relationship, upon written request of Disclosing Party, Receiving Party shall either return all Confidential Information to Disclosing Party or destroy all Confidential Information and certify its destruction to Disclosing Party.

8. **PROPRIETARY RIGHTS.**

(a) **MetTel Property.** As between the Parties, MetTel is the owner of all right, title and interest in and to the following (collectively, “MetTel Property”): (i) MetTel trademarks, MetTel Confidential Information, any software provided by MetTel, and any deliverables delivered pursuant to any Purchase Order, whether in source code, object code or otherwise and whether tangible or intangible, (ii) any application program interfaces, and (iii) any information, content, documentation, inventions, systems or proprietary technology, or intellectual property protectable by copyright or other such law conceived, developed or provided by MetTel or its subcontractors or agents (including any modifications, extensions, enhancements or derivative works) during the Term. MetTel hereby grants to Client during the Term a nonexclusive, worldwide, fully-paid-up, royalty-free license to use MetTel Property in connection with the Services. This license shall terminate upon the expiration or termination of this Agreement.

(b) **Client Property.** As between the Parties, Client is the owner of all right, title and interest in and to the following (collectively, “Client Property”): (i) Client trademarks, (ii) Client Confidential Information, and (iii) any information, content, documentation, inventions, systems, proprietary technology, or intellectual property protectable by copyright or other such law conceived, developed and provided by Client to MetTel in order for MetTel to provide the Services to Client.

9. **TERMINATION.**
(a) **Termination of Agreement for Convenience.** During any time in which no active Purchase Orders are outstanding, either Party may terminate this Agreement, for any reason or for no reason, upon thirty (30) days prior written notice to the other Party.

(b) **Effect of Termination.** Prior to the termination date of this Agreement or any Purchase Order, Client shall pay the full amount of all unpaid invoices issued under any outstanding Purchase Order or, in the event of a written settlement agreement between Client and MetTel of disputed invoice charges, such settlement amount. In addition, Client shall promptly return all software and/or hardware provided to Client by MetTel pursuant to this Agreement, excluding any software and/or hardware which was purchased outright by Client.

(c) **Survival.** The following provisions shall survive any expiration or termination of this Agreement: Section 3 (Payment), Section 4 (Third Party Services), Section 5 (Limitation of Liability), Section 6 (Indemnification), Section 7 (Confidentiality), Section 8 (Proprietary Rights), Section 9 (Termination), Section 10 (Force Majeure), Section 11 (Hiring of Employees), and Section 14 (General Terms).

10. **FORCE MAJEURE.** Except for payment obligations, neither Party shall be liable for any delays or other nonperformance resulting from circumstances or causes beyond its reasonable control that are not due to the negligence or misconduct of the Party claiming relief under this Section, including, without limitation, fire or other casualty, act of God, war, terrorism, or other violence, any law, order or requirement of any governmental agency or authority or other causes beyond the reasonable control of such Party, provided that such Party has informed the other Party of such force majeure event promptly upon the occurrence thereof (including a reasonable estimate of the additional time required for performance to the extent determinable) and such Party uses reasonable commercial efforts to effect the required performance as soon as reasonably practicable.

11. **HIRING OF REPRESENTATIVES.** During the Term and for a period of one (1) year thereafter, Client agrees that it will not hire, or engage as an independent contractor, any individual who at any time in the preceding six (6) months was an employee, contractor or representative of MetTel who was involved in providing Services to Client hereunder; provided that solicitations and subsequent hiring's initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

12. **INSURANCE.** MetTel shall maintain insurance providing at least $1,000,000 commercial general liability coverage, as well as statutory workers compensation coverage. Upon Client’s request, MetTel shall deliver promptly to Client a certificate of insurance made out by the applicable insurer(s) or their authorized agents as evidence of the insurance required under this Section and for any material policy amendments thereto. Client shall be identified as an additional insured ATIMA (as their interests may appear) on such certificate of insurance. Each certificate of insurance shall state that the insurer shall endeavor to provide thirty (30) days’ prior written notice to Client in the event of any cancellation in coverage or changes to deductible amounts.

13. **SOFTWARE LICENSING.** Client acknowledges and agrees with the software licensing provisions in Schedule A attached hereto. MetTel may update Schedule A in its discretion and shall deliver a copy of such revised Schedule A to Client.

14. **GENERAL TERMS.**

   (a) **Governing Law.** This Agreement shall be governed by the Federal laws of the United States, without regard to its conflict of law rules.
(b) **Assignment; Amendment.** Neither Party may assign its rights or delegate its obligations hereunder without the prior written consent of the other Party. This Agreement may only be amended or modified with the written consent of both Parties.

(c) **Integration.** This Agreement sets forth the entire agreement and understandings between the Parties hereto with respect to the subject matter hereof, and merges all previous discussions and between the Parties with respect to the subject matter hereof.

(d) **Remedies, Waiver and Severability.** Failure to claim any rights under this Agreement shall not constitute a waiver of any other rights hereunder. Any provision hereof prohibited by law, regulation or ordinance shall be effective only to the maximum extent permitted by such prohibition and shall not invalidate the remaining provisions hereof. Rights and remedies herein shall be cumulative and additional to any other remedies provided by law or equity.

(e) **Notices.** Any notice, required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if sent by nationally recognized overnight courier or dispatched by registered or certified mail, postage prepaid, in any post office in the U.S. addressed to the Parties at the addresses listed below.

(f) **Publicity.** With the other Party’s prior written consent and as long as MetTel is in compliance with GSAR 552.203-71, each Party may use the other Party’s name and logo on its website and printed materials to identify MetTel as a service provider to Client.

(g) **Independent Contractor.** Each of the Parties is an independent contractor and neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. All personnel supplied or used by each Party shall be its employees or subcontractors and each Party assumes full responsibility for the actions of such personnel and for the payment of their compensation (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers’ compensation, disability benefits and the like to the extent applicable.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Manhattan Telecommunications Corporation**

By:
Name:
Title:
Notice Address:

**Client**

By:
Name:
Title:
Notice Address:

Contract Dates: July 12, 2011- July 11, 2021
Schedule A

Software Licensing

In the course of providing Services, MetTel may use its own software licenses for the benefit of Client, including but not limited to, antivirus, antispyware and monitoring software (the "Software"). Such Software and licenses to use such Software are and shall be the exclusive property of MetTel. MetTel Client acquires no right whatsoever to Software source code. Upon termination of the Services, Client shall immediately cease to use the Software and related documentation and certify to MetTel within ten (10) days after termination that Client has, at MetTel’s option, either destroyed or returned to MetTel the Software and all documentation and related information, and all copies thereof, whether or not modified or merged into other materials.