

CITY OF VINELAND, NJ

RESOLUTION NO. 2014- 102

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH LINE SYSTEMS, INC., WEST CHESTER, PA, FOR TELECOMMUNICATIONS SERVICES.

WHEREAS, The City of Vineland telecommunications is services by three (3) providers; and

WHEREAS, the Director of Information Systems (IS) has determined that the City's interests are better served by one provider which will be a cost savings and further that telecommunications is a services which is subject to the jurisdiction of the Board of Public Utilities; and

WHEREAS, the cost for said services to the City as outlined in the Agreement is \$11,955.55 per month for a total of \$143,466.60 per annum; and

WHEREAS, the Local Public Contracts Law [NJS 40A:11-5(1)(f)] permits a municipality to award a contract without public advertising for bids provided the contract is for the supplying of any product by a public utility which is subject to the jurisdiction of the Board of Public Utilities in accordance with tariffs and schedule of charges made, charged or exacted and filed with the Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a contract for telecommunication services as described in the contract attached.

Adopted:

President of Council

ATTEST:

City Clerk



Addendum to Terms and Conditions, Service Level Agreement

Customer has been extended the following SLA addendum in consideration for the service experience to date. If the conditions below are not met or chronic thresholds exceeded, Customer shall have the right to exercise the opt out clause, without agreement termination liability.

Modification to Agreement:

Service Availability.

- 1.1** Service is guaranteed to be available 99.997% of the time. Service will be considered unavailable if the LSI Broadband Network is unable to send or receive traffic. The LSI Broadband Network includes Customer's access port (the port on the LSI aggregation router upon which Customer's Circuit terminates) and the LSI Broadband backbone network. The LSI Broadband backbone network includes LSI owned and controlled routers and Circuits (including any transit connections). The guarantee does not include the local access Circuit (e.g. local loop), Customer Premises Equipment (router or CPE) or Customer's Local Area Network (LAN), nor does it include scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other Internet service provider (ISP) networks, or Force Majeure Events.
- 1.2** An outage is deemed to commence upon LSI's verification of a disruption of Service as reported by Customer pursuant to LSI's trouble ticketing procedures ("Outage"). An Outage is deemed to end when Service is fully operative, less any delay experienced by LSI while either awaiting additional Service information from Customer or access to Customer Premises. If Customer reports that Service is inoperative, but refuses to release it for testing and repair, the Service is considered impaired, but not an Outage for the purposes of this SLA. If credits are due for a particular Outage, credits will not be payable under Sections 2.0, 3.0 or 4.0 for the same Outage.
- 1.3** Throughput is guaranteed to be available from Customer Premise Equipment to the Line Systems Carrier Edge 99.99% of the time. Volume of throughput is specified per Sales Order and is limited to the amount of LSI High Speed Broadband Services delivered. Throughput is guaranteed to be available from the Customer Premise Equipments to the Line Systems Carrier Edge with a minimum of 95% of the bandwidth available.
- 1.4** If Service becomes unavailable for reasons other than an Excused Outage, as defined in Section 5.0 below, Customer will be entitled to a credit equal to the greater of: (i) the Broadband port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a per Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port for the particular month. Credits, in each case, are based on the cumulative unavailability of the affected Broadband port in a given calendar month as set forth in the following table:

For LSI High Speed Broadband Transit Service: Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit for Fixed MRC's
00:00:01 - 00:05:00	No Credit
00:05:01 - 00:45:00	5%
00:45:01 - 04:00:00	10%
04:00:01 - 08:00:00	20%
08:00:01 - 12:00:00	30%
12:00:01 - 16:00:00	40%
16:00:01 - 24:00:00	50%

24:00:01 or greater	100%
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- **2.0 Latency.** The latency service Level for LSI High Speed Broadband Transit Service is as set forth in the following table:

Route	Latency Service Level
Intra-footprint.	55 ms

- Latency is measured as an average round-trip delay over a calendar month for traffic on the LSI Broadband Network between gateways. Average latency is measured as the average of fifteen (15) minute samples across the LSI Broadband Network as taken throughout a calendar month. This Latency guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.
- In the event of a latency delay in excess of 55 ms for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port for the particular month. Credits, in each case, are set forth in the following table:

Amount of Latency in Excess of Service Level	Service Level Credit for Fixed MRC's
0.1 - 5 ms	10%
5.1 - 10 ms	20%
10.1 - 15 ms	30%
15.1 - 20 ms	40%
20.1 - 25 ms	50%
25.1 ms or greater	100%

- **3.0 Packet Loss Service Level.** The LSI Broadband Network is guaranteed to have a monthly average packet loss of no greater than 0.5% during any calendar month. Average packet loss is measured as the average of fifteen (15) minute samples across the LSI Broadband Network as taken throughout a calendar month. This packet loss guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.
- In the event LSI does not meet this packet loss service level guarantee for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the Broadband port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port (if applicable) for the particular month. Credits, in each case, are set forth in the following table:

Packet Delivery	Service Level Credit for fixed MRC's
99.49%	10%
99 - 99.48%	20%
98 - 98.99%	30%
97 - 97.99%	40%
96 - 96.99%	50%

95.99% or less	100%
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- 4.0 Network Jitter Service Level.** The LSI Broadband Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. This jitter guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.
- In the event LSI does not meet this jitter service level guarantee for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the Broadband port MRC for the affected Broadband port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected Broadband port (if applicable) for the particular month. Credits, in each case, are set forth in the following table:

Amount of Jitter in Excess of Service Level	Service Level Credit for fixed MRC's
0.1 - 5 ms	10%
5.1 - 10 ms	20%
10.1 - 15 ms	30%
15.1 - 20 ms	40%
20.1 - 25 ms	50%
25.1 ms or greater	100%

- 5.0 Excused Outage.** An "Excused Outage" is an outage: (i) caused by the acts or omissions of Customer and/or its End User or agents; (ii) due to failure of power or customer premise based equipment; (iii) caused by the failure or malfunction of non-LSI equipment or systems, including off-net local loops or cable broadband services; (iv) related to a Force Majeure Event; (v) during any period in which LSI is not given access to the Premises; or (vi) caused by maintenance.
- 6.0 Chronic Outage.** Customer may elect to disconnect the affected Service(s) prior to the end of the Service Term without incurring early termination charges if, for reasons other than an Excused Outage, Service experiences an Outage: (i) on four (4) or more separate occasions of more than six (6) hours each in a given calendar month; or (ii) a single continuous Outage of more than thirty-six (36) hours in the aggregate in any calendar month. Customer may only terminate Service by providing LSI written notice of such Chronic Outage within thirty (30) days after the event(s) giving rise to a right of termination. Except for any credits that have accrued pursuant to this SLA, Section 6.0 sets forth the sole and exclusive remedy of Customer for Chronic Outages. Finally should LSI fail to meet the expectations defined herein and the Customer elects to terminate the relationship, the Customer would not be subject the agreement termination penalties outlined in the Dedicated Services Agreement section 2.
- 7.0 Credit Limits and Reporting Procedures.** Total credits awarded for Service during any calendar month for failure to meet any one or more of the guarantees set forth in this SLA shall not exceed the total monthly recurring charge for the affected Service. To be eligible for a credit, Customer must report any failure(s) by contacting LSI Customer Care and opening a trouble ticket. Customer shall comply fully with any information requests made by LSI in connection with the Outage.

Customer

Line Systems Inc.

Date

Date



Dedicated Services Agreement

LSI Sales Rep: Matt Ragan	LSI Rep ID: MH03	PID: V754	Existing Account Number:
Customer Name: City Of Vineland Main			
Billing Address: 640 East Wood Street			County:
City: Vineland	State: NJ		ZIP: 08360
Contact:	Phone:	E-Mail:	
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If Yes, please supply Federal and/or State tax exemption documents.</i>		E-Billing: Yes (if no, \$3.89/mth)	Contract Term: 36 Months

Rate Schedule

Location Name	PID	LOCAL CHARGES	Qty	Unit Price	MRC	NRC
640 East Wood Street	ON100	100 Mbps LSI On-E	1	\$1850.00	\$1,850.00	\$0.00
640 East Wood Street	E0048	Cisco 3825 Router - Ethernet	1	\$0.00	\$0.00	\$0.00
640 East Wood Street	INSTALL	On-E Install - 3 year term	1	\$0.00	\$0.00	\$0.00
640 East Wood Street	STU	SIP trunk - Unlimited	60	\$15.25	\$915.00	\$0.00
640 East Wood Street	INSTALL	SIP Trunk Service Activation Fee	60	\$0.00	\$0.00	\$0.00
640 East Wood Street	INSTALL	SIP Porting Fee	1	\$15.00	\$0.00	\$15.00
640 East Wood Street	T1P1	1.5M PRI T1 (TDM)- MRC	1	\$499.00	\$499.00	\$0.00
640 East Wood Street	DID20	DID Block (20 numbers) - MRC	4	\$5.00	\$20.00	\$0.00
640 East Wood Street	CLT	Additional Directory Listing	96	\$3.50	\$336.00	\$0.00
640 East Wood Street	PICCD	PICC Fee -Dedicated	1	\$30.50	\$30.50	\$0.00
640 East Wood Street	CLC	Carrier Line Charge	2	\$4.95	\$9.90	\$0.00
640 East Wood Street	ARC	Access Recovery Charge	60	\$1.00	\$60.00	\$0.00
640 East Wood Street	OSS	OSS Charge	60	\$0.82	\$49.20	\$0.00
640 East Wood Street	INSTALL	Access Loop Install Charge - 3yr term	1	\$0.00	\$0.00	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$43.33	\$86.66	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	24	\$8.76	\$210.24	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	6	\$5.99	\$35.94	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	8	\$4.80	\$38.40	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$47.60	\$95.20	\$0.00
640 East Wood	SACIR	Analog Ckt - Local Channel	4	\$5.59	\$22.36	\$0.00

Street						
640 East Wood Street	SACIR	Analog Ckt - Local Channel	4	\$4.80	\$19.20	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	14	\$31.17	\$436.38	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	8	\$31.17	\$249.36	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$3.09	\$6.18	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	18	\$46.23	\$832.14	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$90.02	\$180.04	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$43.33	\$86.66	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	2	\$30.09	\$60.18	\$0.00
640 East Wood Street	SACIR	Analog Ckt - Local Channel	12	\$8.76	\$105.12	\$0.00
640 East Wood Street - 01	POTS	POTS - NJ (Cell 3) - MRC	42	\$11.70	\$491.40	\$0.00
640 East Wood Street - 01	NSDST	CALLER ID - NUMBER ONLY - MRC	1	\$4.00	\$4.00	\$0.00
640 East Wood Street - 01	VM30	VOICEMAIL- 30 MINUTE BOX	1	\$5.60	\$5.60	\$0.00
640 East Wood Street - 01	NPU	Non-Published Number	1	\$2.50	\$2.50	\$0.00
640 East Wood Street - 01	CF1	CFB (call fwd/busy)	1	\$0.00	\$0.00	\$0.00
640 East Wood Street - 01	FCC	FCC Subscriber Line Charge	42	\$6.63	\$278.46	\$0.00
640 East Wood Street - 01	PICCS	PICC Fee - Switched	42	\$4.28	\$179.76	\$0.00
640 East Wood Street - 01	CLC	Carrier Line Charge	42	\$4.95	\$207.90	\$0.00
640 East Wood Street - 01	ARC	Access Recovery Charge	42	\$1.00	\$42.00	\$0.00
640 East Wood Street - 01	OSS	OSS Charge	42	\$0.82	\$34.44	\$0.00
Miscellaneous Sites - 01	POTS	POTS - NJ (Cell 3) - MRC	147	\$11.70	\$1,719.90	\$0.00
Miscellaneous Sites - 01	RCF	REMOTE CALL FORWARDING - NJ - MRC	1	\$12.48	\$12.48	\$0.00
Miscellaneous Sites - 01	RCFAP	REMOTE CALL FORWARDING - NJ - Additional Path - MRC	3	\$12.48	\$37.44	\$0.00
Miscellaneous Sites - 01	CF3	CALL FORWARDING - DON'T ANSWER - MRC	2	\$2.15	\$4.30	\$0.00
Miscellaneous Sites - 01	NSDST	CALLER ID - NUMBER ONLY - MRC	3	\$4.40	\$13.20	\$0.00
Miscellaneous Sites - 01	VM30	VOICEMAIL- 30 MINUTE BOX	1	\$5.60	\$5.60	\$0.00
Miscellaneous Sites - 01	NPU	Non-Published Number	27	\$2.50	\$67.50	\$0.00

Miscellaneous Sites - 01	CLT	Additional Directory Listing	3	\$3.50	\$10.50	\$0.00
Miscellaneous Sites - 01	FCC	FCC Subscriber Line Charge	147	\$6.63	\$974.61	\$0.00
Miscellaneous Sites - 01	PICCS	PICC Fee - Switched	147	\$4.28	\$629.16	\$0.00
Miscellaneous Sites - 01	CLC	Carrier Line Charge	148	\$4.95	\$732.60	\$0.00
Miscellaneous Sites - 01	ARC	Access Recovery Charge	148	\$1.00	\$148.00	\$0.00
Miscellaneous Sites - 01	OSS	OSS Charge	147	\$0.82	\$120.54	\$0.00
TOTAL					\$11,955.55	\$15.00

Usage Rates

Usage Rates - Outbound		
Type of Call	Switched	Dedicated
Local	\$0.0100	\$0.0120
IntraLATA	\$0.0290	\$0.0350
IntraState	\$0.0290	\$0.0350
InterState	\$0.0290	\$0.0350

Usage Rates - Inbound		
Type of Call	Switched	Dedicated
IntraState	\$0.0390	\$0.0350
InterState	\$0.0390	\$0.0350
Conference Calling	\$0.08	
Directory Assistance	\$1.50	\$1.50

Should bundled minutes be provided below, the above rates are utilized for any overage in usage. Unless otherwise indicated, International Rates for both outbound and inbound calling are standard and are available via the LSI website at www.linesystems.com portal or via your LSI account representative. Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted in the Rate Schedule.

Service Location Listing

Location Name	Street	City	State	Zip	MRC	NRC
640 East Wood Street	640 East Wood Street	Vineland	NJ	08362	\$6,233.66	\$15.00
640 East Wood Street - 01	640 East Wood Street	Vineland	NJ	08362	\$1,246.06	\$0.00
Miscellaneous Sites - 01		Vineland	NJ	08362	\$4,475.83	\$0.00
					\$11,955.55	\$15.00

By signing this Agreement, I hereby authorize Line Systems, Inc. to provide the Services listed herein and on any/all attachments.

I agree to pay all charges incurred on my LSI account and to adhere to the Terms and Conditions attached to this Service Agreement and contained in LSI's applicable tariffs. I represent that I am authorized to make these selections for the telephone lines and services listed.

Customer (Print):	Line Systems, Inc. (Print):
Authorized Signature:	Authorized Signature:
Title:	Title:
Date:	Date:

DEDICATED SERVICES TERMS AND CONDITIONS

1. Rates and Service

Line Systems, Inc. (LSI) shall provide the Customer with the services indicated on the attached service agreement. During the term of these Services, LSI will comply with all applicable rules and regulations filed with appropriate federal and state regulatory agencies which govern the tariffs associated with the services. In the event of a conflict between this agreement and such tariffs, the tariffs shall control. If any portion of this agreement shall at any time violate any law, the same shall not affect the remainder of this agreement, which shall be construed as if such portion had not been contained herein. Any additional services as required by the Customer shall become part of this agreement and subject to the same terms and conditions. Customer agrees to cooperate with LSI's representatives by allowing access to premises for installation of any equipment necessary to accomplish proper operation of the services. Customer acknowledges that LSI is subject to any and all regulated charges and fees, which are approved by state, federal, or any other applicable agencies, and that customer charges are subject to these changes.

2. Service Term

This agreement shall become effective upon complete execution by the parties. The term set forth on the service agreement shall commence on the Service Activation Date and shall automatically renew for one 2 year term unless cancelled prior to the expiration of the initial term. After expiration of the renewed 2 year term, the Agreement shall continue on a month to month basis with the Services priced at LSI's current monthly rates. Because time is of the essence, timely notice is a necessity. Customer must inform Line Systems, Inc. of its intention to cancel said service by certified mail, return receipt requested at least 60 days prior to the expiration of the then current term. In the event of the early termination of this agreement by customer or termination by Line Systems, Inc. for material breach, Customer shall pay Line Systems, Inc. all non-recurring charges plus all recurring charges and the average monthly usage charges projected through the end of the then current term. In the event of a customer caused delay in the Service Activation Date, LSI reserves the right to apply charges, and customer agrees to pay such charges, prior to activation. If the customer cancels service prior to the Service Activation Date, LSI shall bill customer \$1500.00, plus any incremental NRCs charged to LSI for service implementation. If the customer cancels service prior to the Service Activation Date, LSI shall bill customer \$1500.00, plus any incremental NRCs charged to LSI for service implementation. As it pertains to the fiber service the penalty stands at up to \$1850 should the On-E be cancelled prior to loop installation. Should the loop be installed, penalty would stand at \$300 a month for each of the 36 months outstanding. As it pertains to the PRI, no penalty will result should the order be cancelled prior to loop delivery. Should the loop be delivered regardless of test and turn-up status, the penalty would stand at \$350 a month for each of the 36 months outstanding. No other non-recurring charges would be under consideration. Subject to aforementioned, the customer may elect to opt into a month to month term; LSI reserves the right to increase the recurring and usage charges effective the date the month to month term begins.

3. E911 Service and Acknowledgement Statement

LSI's dedicated service supports E911 in much the same way as traditional circuit-based local telephone service with certain exceptions. This notification, issued pursuant to FCC Order, is to inform LSI's dedicated customers of limitation in the E911 service associated with their dedicated services. Under certain circumstances, E911 service may not be available through your dedicated service. For example, E911 service may not be available in the event you relocate and use your VoIP compatible equipment at a location other than your premise (e.g. soft phone or remote HBPX). E911 will also not be available through your dedicated service if (i) your VoIP compatible equipment fails, (ii) your broadband connection fails, (iii) you lose electrical power to your VoIP compatible equipment, or (iv) your VoIP broadband or ISP service is suspended or terminated. Finally, E911 service may not be available through your dedicated service (i) if you use a telephone number with your VoIP service which is not native to the geographic area in which you are located or (ii) during the period in which the physical location at which you registered to use your VoIP service is being uploaded into pertinent databases. The FCC mandates that LSI obtain an affirmative acknowledgement that its dedicated customers have read and understand this notification. Please acknowledge you have read this notification and understand the limitations associated with your VoIP services by signing this agreement. By signing this agreement you also acknowledge you are authorized to represent and make decisions regarding the telecommunication services provided to this account.

4. Electrical power, Internet Access and Non-Voice Systems

Customer acknowledges that the services (including E911) will not function without electrical power and that an interruption of the Customer's broadband Internet access or LAN will disrupt the Customer's phone service. Customer also acknowledges that the services are not set-up to function without dialing systems, including security systems, medical monitoring equipment, TTY equipment and entertainment or satellite televisions systems. Customer has no claim against LSI for interruption or disruption of such systems by the services.

5. Equipment

LSI retains all rights, title and interest in the LSI provided equipment located at your site. Customer will provide LSI access to this equipment, as needed, to ensure operation and for any required maintenance. On the day of the equipment delivery, a LSI technician will dispatch to the service location to extend the loop or BYOB connection and install the necessary hardware. Both travel and labor is covered under this agreement. Upon termination or expiration of the Service Agreement, Customer agrees to allow LSI to remove the equipment. Usage/destruction of the equipment above normal wear and tear will result in a onetime charge equaling the replacement value of the equipment plus and any other costs associated with the recovery of the equipment. Furthermore, any damage or destruction to the equipment during the term of the agreement will result in a charge to the customer if it was determined by the equipment manufacturer or LSI the equipment was not defective. LSI shall not be responsible for or maintain or service any customer owned equipment. Customer provides all LAN and wiring. Any additional cost incurred to install wiring or other computer infrastructure to accommodate the new services will be responsibility of the customer.

6. Local Number Portability

Normal porting hours are Monday-Friday, 8AM-4PM. Any ports requested outside of this window can be accommodated in most cases but will be billed a one-time charge of \$150. We do not honor port requests for any PRI service on Fridays.

7. Billing and Payment Obligation

Billing for the service component will begin on the Service Activation Date, as specified, for the specific service type. The Service Activation Date is the date: (i) Equipment is installed and tested at the Customer's locations, and (ii) IP connectivity to Provider has been established. Customer Premise Equipment (CPE) related costs and installation fees will be billed such that 50% will be due upon signature and the remaining 50% will be due upon CPE activation per location. Customer shall be billed for services monthly by LSI or its duly appointed billing agent, and Customer agrees to pay for services and any applicable federal, state and local taxes, regulatory surcharges and/or applicable fees associated with the services, within 40 days of the bill date. These credit terms will be provided when a routine credit check has been performed by LSI. This credit check procedure may result in a deposit or prepaid terms required by LSI. LSI may, at its discretion, change credit terms assigned. All billing disputes must be submitted in writing within 60 days of the date of the invoice on which the error or problem first appeared. Failure to comply with this timeframe requirement will result in a denied claim. The invoice shall be considered past due after 40 days of the bill date. Payment shall be remitted in U. S. funds to the current address of LSI. Interest of 1.5% (or as permitted by law) per month will be assessed on past due amounts. LSI will notify Customer by mail that the account is past due. LSI reserves the right to charge a return check fee. Customer shall pay all collection costs including reasonable attorney's fees. If LSI is given an incomplete list of phone numbers or is provided with inaccurate service address information, the Customer maybe subject to an additional fee.

8. Quality of Service

Quality of service is governed by the attached SLA and any remuneration is calculated using that table.

9. Unlimited Local and LD Package

To be eligible, Customer must select and retain LSI as its local, regional toll, and long distance provider. This plan only relates to domestic outbound usage and excludes offshore, international, Mexican, Canadian, calling card or inbound usage.

10. Use of Customer Information

In the course of providing service to Customer, LSI will obtain certain usage-related information about the type, quantity or amount of telecommunications services that Customer uses. This information is referred to as customer proprietary network information ("CPNI") under federal law. LSI also obtains and possesses information regarding the number called or the number from which a call was placed and the time, location or duration of any calls. This information is referred to as Call Detail Records. The use of the term CPNI includes Call Detail Records. You have the right, and we have a duty, to protect the confidentiality of Customer's CPNI. Under federal law, we may use your CPNI to provide service to you, to bill and collect for such services, to protect our property rights and as otherwise permitted or required by law. In addition, LSI may use CPNI to offer you better prices or packages of the types of services you currently receive from LSI and to market other services as well. LSI will seek your approval in accordance with FCC rules prior to using CPNI to market other services to you. LSI will not disclose CPNI to independent contractors or joint venture partners without obtaining your prior approval in accordance with FCC rules. If you obtained service from LSI with the assistance of an independent Sales Agent, you hereby consent to LSI sharing CPNI with the Sales Agent(s) so that Sales Agent may use this information in marketing additional products and services to Customer offered by LSI or its affiliates. Sales Agent will not share this information with any third parties, nor use this information except as described above. You may withdraw this consent at any time by contacting LSI directly.

11. Liability, Indemnification and Warranty

LSI will respond promptly upon notification of any disruption of service and will promptly restore equipment and/or services under its control to a proper working condition. If it is determined that the disruption of service is the responsibility of others, LSI will notify Customer and, if it can be determined, notify the responsible party and continue to monitor and diligently solicit the responsible party to properly repair affected equipment or condition. Notwithstanding anything herein to the contrary, LSI warrants that the equipment shall function in compliance with its intended purpose. If the equipment contains a defect, malfunction or otherwise fails not due to misuse or damage caused by Customer, LSI will remedy the failure or defect without charge to the Customer and respond within a reasonable period of time to provide replacement hardware and dispatch the appropriate technician as a priority one (public service entity). If the equipment continues to malfunction after a reasonable number of attempts to remedy the service interruption, defined herein as three hardware replacement attempts, or related dispatches in any 30 day calendar period, Customer is entitled to a cancellation of the Agreement. Further, notwithstanding anything herein to the contrary, in the event LSI fails to adhere to the conditions of the Service Level Agreement addendum, that Addendum shall dictate severance of the relationship without financial penalty to the Customer.

12. Governing Law

The Agreement and the relationship between LSI and the customer shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. LSI and Customer agree to submit to the personal and exclusive jurisdiction of the courts within the State of New Jersey, to the extent possible in the County of Cumberland, and waive any objection as to venue or inconvenient forum. The failure of LSI to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provisions, and the other provisions of the Agreement remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or this agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. Prohibited Usage

You agree not to use the service or allow the services to be used for any illegal activities. You are responsible for all use and misuse, with or without your knowledge or consent, of the services. You understand and agree that the use of LSI's services without payment, as well as any attempt to avoid payment for service by fraudulent means is prohibited. You shall not use the services to disseminate any materials which LSI, in its sole discretion, deems to be offensive or inappropriate, including, but not limited to, materials which violate the rights of other parties, which are obscene or pornographic or which advocate hatred of or violence against any person or group. You shall immediately cease dissemination of any such materials upon demand by LSI. You shall not disclose any information provided by LSI to you, including any login names, passwords or other security devices, to any other person or entity, or allow use of the services by or for the benefit of any other person or entity, including resale or redistribution of the services for profit or otherwise. You shall comply with any reasonable rules imposed by LSI in connection with the services at any time hereafter immediately following your receipt of notice thereof. You agree not to use LSI's services in the course of any criminal activity. You agree not to use LSI's services in the course of any conduct that constitutes tortious activity, including but not limited to activity that constitutes defamation; fraud; false advertising; or violation of copyright, trademark, service mark, trade dress, or trade secret rights. You agree not to use LSI's services in the course of any conduct intended to harass, threaten, or abuse, or that is designed to harass, threaten or abuse, or that actually harasses, threatens, or abuses any person. You agree not to use LSI's services to post or distribute obscene materials or other sexually explicit or violent materials, display or distribution of which is restricted by local, state, or federal law. In the event Customer participates in or carries out any of the aforementioned items LSI may immediately terminate this Agreement and any other service being provided to Customer, without notice.

14. Entire Agreement

This agreement sets forth the entire understanding between the parties and supersedes all prior understandings and oral arrangements, unless there is a written modification, amendment or rider executed by both parties and signed by both parties. It is agreed and acknowledged that this agreement was complete on its face when executed and that this agreement is made and accepted on the express warranty and representation that the Customer has the authority to negotiate this agreement. The waiver by any party of any term or condition of this agreement at any time shall not be construed as a waiver of that or any other term or condition at any other time.

15. Force Majeure

LSI shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers, or other difficulties LSI as may occur in spite LSI's best efforts.

Customer Initials: _____

LETTER OF AGENCY

Dear Sirs:

This authorization letter designates Line Systems, Inc. as an agent of City Of Vineland Main for all matters pertaining to telecommunications, including but not limited to the ordering of lines. You are hereby authorized to release to Line Systems, Inc. any and all information relative to our account(s) that they may request.

This authorization is to include the following account(s):

Enter BTN(s) here:

(856) 794-4000				

Unless otherwise instructed, all materials should be forwarded via U.S. Mail or Parcel Post to Line Systems as follows:

C/o Line Systems, Inc.
1645 West Chester Pike, Suite 200
West Chester, PA 19382

Any charges associated with the preparation of requested materials should be billed directly to our account.

This agency shall remain in effect until further notice and does not preclude us from acting on our own behalf.

Thank you for your assistance and cooperation.

Sincerely,

Customer Signature:
Printed Name:
Customer Address: 640 East Wood Street Vineland, NJ 08360
Company Name: City Of Vineland Main



1645 West Chester Pike, Suit 200 West Chester, PA 19382 (888) 808-6111

IP Justification Form

Line Systems, Inc. is committed to complying fully with all requirements set forth by the American Registry for Internet Numbers (ARIN) in regard to IP address allocations. Per ARIN guidelines, organizations are assigned address space based on immediate utilization plus 6-month projected utilization. Organizations must exhibit a high confidence level in their 6-month utilization rate and supply documentation to justify the level of confidence. As such, it is LSI's policy to consider the requirements of each customer individually when assigning IP space.

STEP 1 – Complete your contact information.

Company Name:	Existing Account Number:
Contact Name:	Contact Number:
Email Address:	
Current IP Assignment:	

STEP 2 – Select # of IPs you need and details about how those IPs will be used.

Number of useable IP addresses requested: <input type="checkbox"/> 6 IPs=/29 <input type="checkbox"/> 14 IPs=/28 <input type="checkbox"/> 30 IPs=/27 <input type="checkbox"/> 62 IPs=/26 <input type="checkbox"/> 126 IPs=/25
Please select all that apply and the number of associated hosts:
<input type="checkbox"/> VPN Concentrator:
<input type="checkbox"/> SQL or other Database Hosting:
<input type="checkbox"/> SSL Mail/Web Server:
<input type="checkbox"/> Firewall:
<input type="checkbox"/> Video Conference / Surveillance Server:
<input type="checkbox"/> Application Development Server:
<input type="checkbox"/> Other Server/Public Host:

STEP 3 – Indicate current IP Address allocation usage plus projected usage.

IP ____ . ____ . ____ . ____ / ____ Usage: ____ %	IP ____ . ____ . ____ . ____ / ____ Usage: ____ %
IP ____ . ____ . ____ . ____ / ____ Usage: ____ %	IP ____ . ____ . ____ . ____ / ____ Usage: ____ %
IP ____ . ____ . ____ . ____ / ____ Usage: ____ %	IP ____ . ____ . ____ . ____ / ____ Usage: ____ %
IP ____ . ____ . ____ . ____ / ____ Usage: ____ %	IP ____ . ____ . ____ . ____ / ____ Usage: ____ %
IP ____ . ____ . ____ . ____ / ____ Usage: ____ %	IP ____ . ____ . ____ . ____ / ____ Usage: ____ %

STEP 4 – Acknowledgement

By signing this form, I verify that I am authorized to represent the organization below and that the above information is true and correct. I understand that Internet Protocol address space is a limited resource, and that misrepresentation of my usage can result in revocation of any assigned space. I also understand that that Internet Protocol addresses that are assigned to me are non-portable, and that assignment of this Internet Protocol space by Line Systems, Inc. does not constitute ownership of this Internet Protocol address space.

Customer Signature:
Print Name:
Date: