Docusign Envelope ID: E2574B13-FF9E-429B-9335-01A51C002283

City of Jacksonville, Florida
Procurement Award Form (PAF)

Part 1: Form Type JPAC Award Request and Administrative Details

Goods and/or Services: Off Site Data Center with Cequel Datat Centers dba Tierpoint SS-16129-25

Requested Action/Authority:

Recommend approval to ratify the period of service from October 1, 2024 through date of award. Recommend approval of single source award with Cequel Data Centrals, LP bda TierPoint LLC, to continue Offsite Data Center for ISM at the Jacksonville Sheriff's Office. The period of service is from date of award through September 30, 2025.

Justification/Explanation:

The not to exceed expenditure amount is $160,788.00
Attached is the Single Source Justification Form and E-mail from Tierpoint. To be processed by Purchase Order.

Legal Contract #:	N/A	Contract Date:		Change Order/AMD #:	N/A	
PO/Release #:	N/A	Bid Date:	11/14/2024	Awarded Supplier:	Cequel Data Centers dba Tierpoint LLC	
Licenses Verified:	N/A	Effective Date:	11/14/2024	Basis of Award:	N/A	
Federally Funded:	No	No. Invited:	N/A	Responses Received:	N/A	Attachments:
Solicitation:	SS - 16129 - 25			Procurement Contract #:	PO - N/A	
Executed By:	Procurement					

PoP:Base:	1 year	Options:	N/A	Extension(s):	N/A
JSEB Rec.:	N/A	%:	N/A	Bonds Waived Pursuant To:	N/A

Fund:	00111	Center:	552104	Acct:	546620	Proj:	000000	Activity:	00000000	$	160,788.00
Fund:		Center:		Acct:		Proj:		Activity:		$	
Fund:		Center:		Acct:		Proj:		Activity:		$	

New NTE/GMP:	$ $160,788.00	Contingent Amount:	$ 0	DMP/ODPO Amount:	$ 0

Using Agency/BU:	SHPS:POLICE_SERVICES			
Concurrence:	Signed by: Gibson, Tracey 955099FB62644BD...	Title:	JSO - ASSISTANT BUDGET OFFICER	11/8/2024
Concurrence:		Title:		
Concurrence:		Title:		
Concurrence:		Title:		

Procurement Analyst/Buyer:	Signed by: Wallace Cohen, Olive A7A7DE8878BC4DD...	Chief of Procurement:	DocuSigned by: B19F1D517352456... 11/12/2024
Name:	Wallace Cohen, Olive	Name:	Dustin L. Freeman

Part 2: JPAC Actions on Above Requests/Recommendations
All Award Actions Subject to Lawfully Appropriated Funds

Members Who Approve:	
Members Who Disapprove:	
Other Action:	

Date:

Part 3: Final Awarding Authority Action

Action:

Date:

Signature:

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PAF Instructions

Form Type: Select the type of award from the dropdown options. This form will be used for all Procurement awards (Administrative Awards and JPAC Requests).

Goods and/or Services: Enter a brief description of the types of goods and services included in the request.

Requested Action/Authority: Enter a brief description of the requested action or authority being sought. i.e.; *request permission to award to the lowest, responsive responsible bidder for ITB or award the highest ranked supplier for an RFP*.

Justification/Explanation: Enter a brief justification or explanation for the requested action. Use this box to add any additional information such as additional account strings, or other information essential for contract execution.

Legal Contract Number: Provide the existing City contract number if applicable. This will be the same number as your POA number.

Contract Date: Select the effective date for the contract using the calendar option in the form. Leave blank for contracts to become effective on the execution date.

Change Order/AMD #: Provide the applicable Change Order or Amendment number represented by this request.

Date: Enter the date of PAF submission.

Effective Date: Enter the effective date of requested authority and/or action.

Solicitation: Select the competitive procurement method used (1Cloud generated prefix), enter the 1Cloud generated numbering sequence, and 1Cloud generated fiscal year of solicitation

Basis of Award: Select from Lowest Price Technical Acceptable (LPTA), Highest Price Technical Acceptable (HPTA),

Procurement Contract #: This is your PO number. Select Type, Enter Number

PO/Release Number: Enter PO Release Number

Awarded Supplier: Enter Awarded Supplier Name

Federally Funded: Select yes or no from dropdown if Federal Funds will be used.

Responses Received: This is the number of responses received.

No Bids Received: The number of responses received that indicated supplier would not bid.

Executed By: Select whether executed by OGC or JPAC / Chief of Procurement

PoP Base: Select the Period of Performance for the initial period.

Options: Period for each renewal period i.e. one (1) two (2) year.

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Extensions: How many extensions have we preformed after the initial base period and option periods have been completed?

JSEB Goal: Select the percentage established by JSEB.

JESB Other: Select Encouragement or Set Aside Option

Bonds Waived Pursuant to: Select authority allowing bonds to be waived.

Funding Source: Fund/Center/Account/Project/Activity, all fields are required even if zeros.

New NTE/GMP: Enter the new total not to exceed the amount. Note, this should match the contract maximum indebtedness, if applicable**.**

Contingent Amount: If your agency requests an allowance for unforeseen additional expenses, then specify the amount of your requested increase and new NTE that represents the contingency allowance. This is over and above any quote.

DMP/ODPO Amount: Enter the total Direct Materials Purchase/Owner Direct Purchase Order amount for project.

Attachments: Name any attachments included as supplemental information to the PAF.

Using Agency/BU: This should be the requesting agency/requirement owner.

Concurrence: Electronic Signature

Title: Enter the title of person electronically signing form.

**Any fields where there is no data available, or no entry is required, either leave it blank or enter N/A. Any fields where there is known data, include for informational purposes. Any changes to an original award should contain the data that is being changed and any other relevant data required for JPAC review and approval.*

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OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: ISM (Work Unit) | ISM (Division) | Services (Dept.)

Requestor: Karl Schweinfurth (Name) | ID # | 630-7646 (Phone) | 10/15/2024 (Date)

Deliver To Location: PMB

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Offsite Data Center for ISM for the period 10/01/2024 - 09/30/2025 per		1	#########	$ 160,788.00
2	Order Number: T09110075				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 160,788.00

Suggested Vendor: Cequel Data Centers dba Tierpoint (22268) Vendor Phone:

Vendor Address / E-mail:

☐ Proprietary
☐ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

RECEIVED
2024 OCT 15 PM 3:35
OFFICE OF THE SHERIFF
BUDGET MGMT. DIV.

Justification / Repetitive Request Authorization / Notes:

Single Source Award Request

Approvals:

1. Signature | ID # | Date
2. Signature | ID # | Date
3. Signature | ID # | Date
4. Signature | ID # | Date

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

Budget Office Use Only
Index | Subobject
Analyst | Date

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JACKSONVILLE SHERIFF'S OFFICE

T.K. Waters, Sheriff

Dedication. Service. Honor. Community.

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA WSC
Chief of Budget

From: Jennifer Short
Director of Police Services

Subject: Single Source - Cequel Data Centers, LP dba TierPoint, LLC

Date: October 14, 2024

We are requesting a single source award with Cequel Data Centers, LP dba TierPoint LLC, for continuing to utilize 8324 Baymeadows Way, Jacksonville, FL 32256 as an Off-Site Data Center for 911 at the Jacksonville Sheriff's Office. The period of service is from October 1, 2024, through September 30, 2025. The not to exceed expenditure amount is $ 160,788.00 from account code 00111.552104.546620.000000.00000000.00000. A purchase order will be issued for these services. We are requesting that Sales Order: T09110075 be processed through the Office of General Counsel.

Attached is the Single Source Justification Form and quote from TierPoint, LLC. Please let me know if you need any additional information.

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FINANCE & ADMINISTRATION DEPARTMENT, PROCUREMENT DIVISION

JUSTIFICATION FOR SINGLE SOURCE (JSS)	
Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.	
1. Requesting Agency:	Jacksonville Sheriff's Office (JSO)
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	Off-site data storage for disaster recovery and 911 back-up. JSO must have an off site data storage for data safety and record retention in the event a disaster occurs there is a redundancy site.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	We have been using the Cequel Data Centers, LP, dba TierPoint LLC since 2017 for off-site secure storage for servers and equipment used by the Jacksonville Sheriff's Office Information Systems Management unit and back up equipment for the Duval Count 911 Emergency Telephone System. The facility must be more than 5 miles from our current location and must be at a minimum Tier 3 plus facility with Dual Redundant Power Feeds from Independent Grids.
4. Date of Request	10/01/2024

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Steve Hall in the Information System Management department researched the marketplace and Cequel Data Centers, LP dba TierPoint LLC exceeds all of the required criteria for providing a Colocation for off-site secure storage and back-up.]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

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√ Other [Quote from Cequel dba Tierpoint]

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tierpoint

Sales Order: T09110075

12444 Powerscourt Drive

Suite 450

St Louis, MO 63131

Proposal Date:	10/03/2024
Order Number:	T09110075
Expiration Date:	11/02/2024
Initial Term:	12 Months
Prepared by:	Christian Kjeldgard
Email:	Christian.kjeldgard@tierpoint.com
Phone Number:	

Customer:

JAX 911 - City of Jacksonville/Office of the Sheriff (JSO ISM - City of Jacksonville / Office of the Sheriff)

501 E Bay St.

Jacksonville, FL 32202

I. New Services:

The entity listed in the Premises section below (each being "TierPoint" with respect to the applicable Services) will provide the following Services to Customer under this Sales Order, and Customer will pay the MRC and NRC, as applicable, listed below under "New Services Totals".

Premises: Jacksonville, FL - TierPoint Services, LLC
8324 Baymeadows Way, Jacksonville, FL, 32256

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Comments
1.	COLO-PDU-CP Customer Provided Rack PDU	2	0.0000	0.00	0.00	
2.	COLO-CAGE-SQ-FT Colocation Cage Space Per Sq Ft	192	34.8958	6,700.00	0.00	
3.	COLO-30A-208V-1P 208V 30 AMP Power Circuit - (24) Amps or (4.9 kW) of Useable power via Dual Feed - PDU requirement L6-30P (Not Included) - Receptacle for Power Circuit is L6-30R (Included)	4	1,142.0000	4,568.00	0.00	

Sales Order: T09110075

	- Services subject to overage charges **Overages:** $42 **Unit of Measure:** AMP					
4.	COLO-PDU-30-208 30A 208V PDU TierPoint Provided	8	37.5000	300.00	0.00	
5.	DF-PTP Point to Point Dark Fiber - 2 Strands	1	1,442.0000	1,442.00	0.00	
6.	2010-CAT5 Telecom Services Stand Alone Cross-Connect - Cable Type: CAT5	1	175.0000	175.00	0.00	
7.	IP ADDRESSES Dedicated IP Subnet	1	1.5000	1.50	0.00	
8.	COLO-FCAB-SC-TP TierPoint Provided Colocation Cabinet in a Secure Cage ** Secure Cage order must be included on this or a current SO and this Cabinet to be placed in the Secure Cage.	4	0.0000	0.00	0.00	
9.	1005-95BAND-99M "Internet Bandwidth 95th Percentile 50-99Mbps - Includes redundant 1Gb Tier-ports and cross connects - Burstable - Includes IPv4 and/or IPv6 addresses required for the service implementation - Additional address space is available for purchase and must meet justification guidelines" **Overages:** $5.200 **Unit of Measure:** Mbps	50	4.0000	200.00	150.00	
Jacksonville - TierPoint Services, LLC Total				**13,386.50**	**150.00**	

New Services Totals:

Monthly Recurring Charges ("MRC") Total: $13,386.50

Non-recurring Charges ("NRC") Total: $ 150.00

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II. Terminated Services:

This Sales Order terminates the Services listed below that were provided to Customer under another Sales Order or Sales Orders (collectively "Terminating Order") with such termination to be effective upon the date that TierPoint decommissions such Services pursuant to the agreement of the parties. These Services will no longer be provided to Customer, and Customer will have no obligation to pay any MRC or NRC for such Services as of the date that TierPoint decommissions such Services. Until such time that the Services are decommissioned by TierPoint, Customer will be obligated to pay TierPoint the applicable MRC or NRC under the Terminating Order for such Services. Notwithstanding anything to the contrary in this Sales Order, this Sales Order does not terminate TierPoint's rights and Customer's obligations with respect to any termination charge or other termination fees that may be applicable to any or all of the terminated Services pursuant to the Terminating Order or the MSA between Customer and TierPoint, and all such rights and obligations will continue to apply as applicable.

Premises: Jacksonville, FL - TierPoint Services, LLC
8324 Baymeadows Way, Jacksonville, FL, 32256

Line No.	Services	Qty	Unit MRC $	Ext MRC $	NRC $	Comments
10.	COLO-PDU-CP Customer Provided Rack PDU	-2	0.0000	0.00	0.00	
11.	COLO-CAGE-SQ-FT Colocation Cage Space Per Sq Ft	-192	15.6250	-3,000.00	0.00	
12.	COLO-30A-208V-1P 208V 30 AMP Power Circuit - (24) Amps or (4.9 kW) of Useable power via Dual Feed - PDU requirement L6-30P (Not Included) - Receptacle for Power Circuit is L6-30R (Included) - Services subject to overage charges **Overages:** $42 **Unit of Measure:** AMP	-4	1,000.0000	-4,000.00	0.00	
13.	COLO-PDU-30-208 30A 208V PDU TierPoint Provided	-8	30.0000	-240.00	0.00	

14.	1005-95BAND-500M "Internet Bandwidth 95th Percentile 500+Mbps - Includes redundant 10Gb Tier-ports and cross connects - Burstable - Includes IPv4 and/or IPv6 addresses required for the service implementation - Additional address space is available for purchase and must meet justification guidelines" **Overages:** $3.250 **Unit of Measure:** Mbps	-1,000	2.5000	-2,500.00	0.00	
15.	DF-PTP Point to Point Dark Fiber - 2 Strands	-1	6,500.0000	-6,500.00	0.00	
16.	2010-CAT5 Telecom Services Stand Alone Cross-Connect - Cable Type: CAT5	-1	50.0000	-50.00	0.00	
17.	IP ADDRESSES Dedicated IP Subnet	-1	5.0000	-5.00	0.00	
18.	COLO-FCAB-SC-TP TierPoint Provided Colocation Cabinet in a Secure Cage ** Secure Cage order must be included on this or a current SO and this Cabinet to be placed in the Secure Cage.	-4	0.0000	0.00	0.00	
Jacksonville - TierPoint Services, LLC Total				**-16,295.00**	**0.00**	

Terminated Services Totals:

Monthly Recurring Charges ("MRC") Total: $-16,295.00

Non-recurring Charges ("NRC") Total: $ 0.00

Net Changes:

The following information reflects the net changes to Customer's billing amounts under this Sales Order after factoring in the termination of certain Services under other Sales Orders and the addition of new Services under this Sales Order. These amounts are for information purposes only and have

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no impact to the amounts Customer is required to pay pursuant to the "New Services" section above.

Net Change to Monthly Recurring Charges ("MRC") Total: $ -2,908.50

Net Non-recurring Charges ("NRC") Total: $ 150.00

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Sales Order Terms and Conditions

1. Capitalized Terms. All capitalized terms used herein will have the meanings set forth in Table 1 of this Sales Order. If the MSA does not specifically use the capitalized term in this Sales Order, the equivalent term used in the MSA as set forth in Table 1 ("**Equivalent Term**") will be deemed to be substituted with and have the meaning of the corresponding capitalized term in Table 1 for purposes of reading and interpreting the MSA with respect to this Sales Order. Notwithstanding anything to the contrary in the MSA, if the MSA uses the same capitalized term as used in this Sales Order but with a different or conflicting meaning, then the capitalized term used in this Sales Order will apply and supersede the conflicting term in the MSA with respect to this Sales Order.

2. Assignment and Addition of TierPoint Services, LLC. If the MSA is between a subsidiary of TierPoint, LLC (other than TierPoint Services, LLC) and Customer, Customer acknowledges and agrees that this Sales Order will operate as an assignment of such MSA to such subsidiary's ultimate parent company, TierPoint, LLC. TierPoint, LLC agrees to accept assignment of the MSA, and TierPoint, LLC hereby assumes all the rights, title, duties, obligations and interests therein, from its subsidiary. This Sales Order will also operate as (i) an amendment to the MSA to add TierPoint Services, LLC as a party to the MSA, and all references in the MSA to "TierPoint" will thereafter also include TierPoint Services, LLC if and to the extent applicable and (ii) an assignment of any pre-existing Sales Orders to TierPoint Services, LLC if and to the extent applicable. TierPoint Services, LLC hereby assumes all the rights, title, duties, obligations, and interests of "TierPoint" applicable to TierPoint Services, LLC under the MSA and such Sales Orders.

3. Taxes and Fees. Excluding taxes based on TierPoint's net income, Customer is liable for paying all federal, state and local sales, foreign withholding, value added, use, property, excise, service and other taxes, and all duties and customs fees relating to Customer's receipt or use of the Services, regardless of whether TierPoint invoices Customer for such amounts.

4. Entire Agreement. This Sales Order, together with the MSA between TierPoint and Customer dated 03/07/2017, form the entire agreement between the Customer and TierPoint with respect to the Services listed herein, and Customer and TierPoint agree that the terms of the MSA will apply to this Sales Order and the Services as provided by TierPoint. Customer and TierPoint agree that this Sales Order will be interpreted to operate in accordance with and subject to the terms of the MSA.

5. Termination and Nonrenewal. IF CUSTOMER INTENDS NOT TO RENEW THIS SALES ORDER OR A SERVICE, AS PERMITTED BY THE MSA, CUSTOMER MUST PROVIDE NOTICE FROM AN AUTHORIZED REPRESENTATIVE OF CUSTOMER OF SUCH NONRENEWAL BY FILLING OUT THE FORM LOCATED AT www.tierpoint.com/nonautomaticrenewal AND PROVIDING ALL INFORMATION REQUESTED BY TIERPOINT NECESSARY TO PROCESS SUCH NOTICE. IF CUSTOMER INTENDS TO TERMINATE THIS SALES ORDER OR A SERVICE, AS PERMITTED BY THE MSA, CUSTOMER MUST PROVIDE NOTICE FROM AN AUTHORIZED REPRESENTATIVE OF CUSTOMER OF SUCH TERMINATION BY FILLING OUT THE FORM LOCATED AT www.tierpoint.com/cancel AND PROVIDING ALL INFORMATION REQUESTED BY TIERPOINT NECESSARY TO PROCESS SUCH NOTICE. CUSTOMER SHALL NOT BE DEEMED TO HAVE PROVIDED AN EFFECTIVE NOTICE OF NONRENEWAL OR TERMINATION IF TIERPOINT DOES NOT RECEIVE SUCH NOTICE AND INFORMATION AS SET FORTH IN THIS PARAGRAPH AND IN ACCORDANCE WITH THE TERMS OF THE MSA.

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6. DDoS Mitigation. If Customer receives TierPoint's blended internet Services pursuant to this Sales Order, TierPoint will provide Customer with TierPoint's base distributed denial of service ("**DDoS**") mitigation product ("**DDoS Product A**") at no charge that will mitigate the effects of any 6+Gbps volumetric DDoS attack on Customer's logical infrastructure. Notwithstanding the foregoing, if Customer experiences a second DDoS attack while this Sales Order is in effect, TierPoint will have the right to null route the Customer data pipeline upstream of TierPoint's edge routing infrastructure and/or suspend TierPoint's provision of the TierPoint blended internet Services to Customer without liability to Customer until such time that Customer enters into a Sales Order to purchase TierPoint's enhanced DDoS mitigation product ("**DDoS Product B**"), as described in such Sales Order, while this Sales Order is in effect. Except as otherwise set forth in a Sales Order, TierPoint makes no representations or warranties with respect to DDoS Product A or DDoS Product B, and Customer will not be eligible to receive Service Level Credits for any Services affected by a DDoS attack or DDoS Product A's or DDoS Product B's ability or inability to mitigate or prevent the effects of a DDoS attack. Except as otherwise set forth in a Sales Order, Customer releases and agrees to hold TierPoint harmless for TierPoint's provision of and Customer's receipt or use of DDoS Product A or DDoS Product B. If TierPoint is providing Microsoft Azure or O365 Services as described in an applicable Sales Order, Customer acknowledges and agrees that DDoS Product A and DDoS Product B cannot mitigate the effects of or prevent DDoS attacks from affecting (i) Customer's use or receipt of Microsoft Azure or O365 Services, (ii) Customer's operations that rely on TierPoint's provision of Microsoft Azure or O365 Services, or (iii) Customer's use or receipt of other Services provided by TierPoint that operate in conjunction with or rely on TierPoint's provision of Microsoft Azure or O365 Services.

7. Service Commencement Date. Notwithstanding anything to the contrary in the MSA and unless otherwise specifically indicated in this Sales Order, billing for a Service in this Sales Order and the first day of the Initial Term for such Service commences on the first date TierPoint delivers the Service (such first date of delivery the **"Service Commencement Date"**) regardless of whether Customer has commenced use of the Service, has procured any necessary services from third-party vendors required to operate the Service, or is otherwise prepared to operate the Service. If Customer's actions or omissions are preventing TierPoint from completing delivery of a Service under this Sales Order and Customer fails to cure such action or omission within ten (10) days of notice from TierPoint, then the Service will be deemed delivered on the first day following the end of such cure period. Customer will be deemed to have accepted a Service upon delivery.

   Notwithstanding anything to the contrary in the MSA with regard to the date that TierPoint shall commence billing for a Service, Customer hereby acknowledges that for any of the following Service types listed below that are included in this Sales Order, the start of the Initial Term and the date that TierPoint shall begin billing Customer for such Service shall be as follows:

   a. **DRaaS**: For Services related to disaster recovery, the start of the Initial Term and the date billing shall commence shall be the earlier of a) thirty (30) calendar days from the date the recovery environment is turned over to Customer in a state that data seeding can begin, or b) the date that data seeding has actually completed.

   b. **BaaS**: For backup related Services, the start of the Initial Term and the date billing shall commence shall be the date that such third-party backup service software is installed, and a test file has been backed up and successfully restored.

   c. **Migration**: For Services related to data migration, unless stated otherwise in the Sales Order or a Statement of Work, the start of the Initial Term and the date MRC billing shall commence shall be upon commencement of the data migration process, and any NRC shall be billed half upon execution of the Sales Order and the remaining half upon completion of the migration.

   d. **O365**: For Office 365 licensing Services, the start of the Initial Term and the date billing shall commence shall be the

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date that licenses are assigned by TierPoint to Customer.

e. **Managed Exchange**: For Services relating to the management of Microsoft Exchange, the start of the Initial Term and the date billing shall commence shall be the date that the exchange server is available online to Customer and able to accept mail.

f. **Hosted Exchange**: For Services relating to the hosting of Microsoft Exchange, the start of the Initial Term and the date billing shall commence shall be the date that mailboxes are created and available for Customer use.

g. **M365 Back-Up and Recovery Service:** For Services related to M365 Back-Up and Recovery Services, the Service Commencement Date and first day of billing shall be the date that the applicable M365 Back-Up and Recovery Service is delivered to the first User, regardless of whether Customer or such User has commenced use of such M365 Back-Up and Recovery Service.

8. Coterminous Order. If this Sales Order indicates that it is coterminous with a different Sales Order (the "**Benchmark Order**"), the term for each Service in this Sales Order (each a "Coterminous Service") will be the period commencing on the Service Commencement Date for such Coterminous Service and ending on the last day of the term for the service under the Benchmark Order with the latest term end date out of all the services in the Benchmark Order (the "**Benchmark Service**"). Notwithstanding anything to the contrary in Section 7 of this Sales Order, upon the Service Commencement Date of a Coterminous Service, the term of the Coterminous Service will be deemed to fall within the same initial term or renewal term that applies to the Benchmark Service at such time, and the Coterminous Service will renew on the same dates that the term of the Benchmark Service renews.

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The undersigned parties have caused this Sales Order to be executed by their duly authorized representatives and entered into as of the last date signed below. *IF CUSTOMER DOES NOT RETURN A SIGNED AND DATED COPY OF THIS SALES ORDER TO TIERPOINT BY 5:00 P.M. CENTRAL TIME ON THE EXPIRATION DATE LISTED ABOVE, THEN TIERPOINT'S OFFER TO ENTER INTO THIS SALES ORDER WILL EXPIRE AUTOMATICALLY AND WITHOUT FURTHER ACTION BY TIERPOINT, AND THIS SALES ORDER WILL AUTOMATICALLY BECOME NULL AND VOID AT SUCH TIME.*

Customer:	**TierPoint:**
Signature:	Signature:
Name: Deidra Baines	Name:
Title:	Title:
Date:	Date:

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Table 1		
Capitalized term used in this Sales Order	**Definition**	**Equivalent Term**
Customer	The entity receiving the Services under the Sales Order	Customer, Client, Co-locator, Company or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Fees	Any and all amounts owed under a Sales Order and the MSA including applicable MRCs, NRCs, taxes and other amounts.	Fees, Charges, Applicable Taxes, fees, or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Initial Term	The initial duration of this Sales Order, not including any applicable renewal terms	Initial Term, Term, Service Term or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
MSA	The document identified in Section 4 that contains the terms and conditions governing the provision of the Services	Master Services Agreement, MSA Agreement, Terms & Conditions, Schedule, Addendum or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
MRC	The recurring monthly charges that Customer is required to pay TierPoint each month for the Services	MRC, Recurring Monthly Charges, Fees, Customer Recurring Charge or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
NRC	The one-time charges that Customer is required to pay TierPoint	NRC, One-time Charge, Non-recurring Charge or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Premises	The location(s) where the Services will be provided under the Sales Order	Premises, Facility, Data Center or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Sales Order	The document that itemizes the Services and charges for such Services	Sales Order, Service Order, Service Order Form, Schedule, SLA, Attachment, Addendum, Exhibit A, SOW, Proposal or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Services	Collectively, all the services to be provided by TierPoint to Customer under this Sales Order	Services or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
SLA	The applicable service level objectives for Services as provided for in the MSA or other document	Service Level Agreement, Service Level Objectives, SLA, or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
Service Level Event	An event with respect to the applicable Service or Services that qualifies for a service credit under an	Service Level Event or any other equivalent term that would reasonably be understood to have the same meaning as set

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	applicable SLA as provided for in the MSA or other document	forth in the Definition column
Termination Charge	The fee that is owed by Customer to TierPoint for the termination of a Sales Order or Services prior to the expiration of the corresponding term	Termination Charge, Termination Fee, liquidated damages or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column
TierPoint	TierPoint, LLC, and/or TierPoint Services, LLC as applicable, the entity or entities providing the Services	TierPoint, Company, CoSentry, Xiolink, Provider, AXSNE, Xand, DBSI, Colo4, Colo4Dallas, BTP, PTP, PTC, Hosted Solutions or any other equivalent term that would reasonably be understood to have the same meaning as set forth in the Definition column