The MPLS VPN Extranet Service Addendum (the “Addendum”) (i) is entered into this ________ day of ________, 2018 (the “Addendum Effective Date”) by and between North Central Texas COG (“Customer A”), State of Texas – Department of Information Resources (“Customer B”) and LEVEL 3 COMMUNICATIONS, LLC (“Level 3”), and (ii) supplements the Level 3® MPLS (IPVPN, VPLS and EVPL) VPN Service description included within Exhibit C to the Contract DIR-TEX-AN-NG-CTSA-006 (the “MPLS VPN Service Schedule”) in place with each of Customer A and Customer B.

WHEREAS, the parties wish to interconnect their respective MPLS VPN Service as further described herein.

NOW THEREFORE, the parties agree to the following additional terms and conditions:

1. **Service Description.** The MPLS VPN Extranet Service includes IPVPN service providing private site-to-site communications over Level 3’s MPLS VPN network between Customer A and Customer B (collectively referred to herein as the “Interconnected Customers”). Interconnected Customers must purchase, have purchased or be subscribers to the MPLS VPN Service in order to set up private site-to-site connections. Each Interconnected Customer shall be required to execute and submit to Level 3 an Order for the MPLS VPN Extranet Service which contains the respective VPNs to be interconnected.

2. **Governing Terms.** The MPLS VPN Extranet Service shall be governed by the terms and conditions of this Addendum and the Contract DIR-TEX-AN-NG-CTSA-006 (including but not limited to the MPLS VPN Service Schedule) between Level 3 and each of the Interconnected Customers. Notwithstanding anything herein to the contrary, Level 3’s acceptance of the Order placed by each Interconnected Customer for the MPLS VPN Extranet Service will be evidenced (and become binding on the applicable parties upon) in accordance with Contract DIR-TEX-AN-NG-CTSA-006, including but not limited to the Order Process Management Plan attached thereto.

3. **Scope.** Pursuant to this Addendum, the Interconnected Customers hereby request and expressly authorize Level 3 to interconnect the Interconnected Customers’ respective Level 3 VPNs (the “Interconnection”).

4. **Interconnected Customer Responsibilities.**
   
   A. Each Interconnected Customer is solely responsible for all equipment, pre-existing LAN/WAN IP addressing schemes and other facilities used in connection with the MPLS VPN Extranet Service which are not expressly provided by Level 3 in this Addendum.
   
   B. Each Interconnected Customer is solely responsible for security of their network, systems, data, content and information and all issues relating to access, security and data protection arising from or related to the MPLS VPN Extranet Service.

5. **Charges.** Non-recurring and monthly recurring charges apply to MPLS VPN Extranet Services as stated in Exhibit C-1 of Contract DIR-TEX-AN-NG-CTSA-006. Non-recurring charges include applicable local access circuit charges and installation charges for each port as stated in Exhibit C-1 to Contract DIR-TEX-AN-NG-CTSA-006. Monthly recurring charges include local-access charges, port connection charges and bandwidth charges as stated in Exhibit C-1 of Contract DIR-TEX-AN-NG-CTSA-006.

6. **Termination.** In addition to any termination rights pursuant to the terms and conditions of Contract DIR-TEX-AN-NG-CTSA-006, a party may terminate as follows:
   
   A. Termination by Level 3: Level 3 may suspend or terminate the Service without prior notice to the Interconnected Customers if Level 3 determines, in its reasonable discretion, that continuing the Service (i) may expose Level 3 to the risk of sanctions or prosecution; (ii) may cause harm to or interfere with the integrity or normal operations or security of Level 3’s network or to other networks with which Level 3 is interconnected or may interfere with another customer’s use of Level 3 services; or (iii) otherwise presents imminent risk of harm to Level 3 or Level 3’s customers or their respective users. Notwithstanding the above, Level 3 shall use commercially reasonable efforts to notify any affected Interconnected Customer in advance before such suspension or termination in order to allow opportunity for coordination and explanations among the parties’ technical representatives. Where such prior notice is not possible, Level 3 will notify any affected Interconnected Customer as soon as reasonably possible after such termination/suspension through communication to Level 3’s account team and give an explanation of the events leading to such termination/suspension to the extent permitted by law enforcement, court or other involved third parties. The parties acknowledge that by way of example only, circumstances contemplated by i)-(iii) above could involve governmental agency directives, terrorist, hacker or unauthorized user threats or access, or similar public security threats.
   
   B. Termination by Interconnected Customer(s): Either Interconnected Customer may terminate the MPLS VPN Extranet Service for its convenience upon thirty (30) days written notice to the other parties. Provided however, both Interconnected Customers may be subject to early termination charges pursuant to the individual Interconnected Customer Agreements.
   
   C. This MPLS VPN Extranet Service may be terminated upon the written agreement of all parties hereto.
7. **Service Levels and Service Credits.** Service Levels and Service Level Credits shall be governed by the terms of the MPLS VPN Service Schedule and Exhibit D to Contract DIR-TEX-AN-NG-CTSA-006. This Addendum is not intended to create additional Service Level Agreements (SLAs) or modify existing SLAs as between Level 3 and the Interconnected Customers.

8. **Counterparts.** This Addendum may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

These terms and conditions have been read, are understood, and are hereby accepted.

__________________________ ("Customer A")

By ________________________

Name ______________________

Title ______________________

__________________________ ("Customer B")

By ________________________

Name ______________________

Title ______________________

LEVEL 3 COMMUNICATIONS, LLC ("Level 3")

By ________________________

Name ______________________

Title ______________________