

Louisiana Office of Telecommunications Management

Enhanced Network Services (ENS) Access Service Request (OTM-43)

Terms and Conditions follow the form.

ENS Access Service Subscriber Information

Section 1

Organization _____

Physical Address _____

Mailing Address _____

OTM Accounting Unit _____

Type of Access

CNA _____ 10/100 Ethernet _____ Gigabit Ethernet _____ *Frame Relay

*For Frame Relay access complete Section 2 of this form and form OTM-23 as necessary

INTERNET _____ Kbps

MIT _____ Kbps

INTERNET _____ Mbps

MIT _____ Mbps

Refer to the OTM Catalog of Services for current rate information.

Technical Contacts

The following persons will serve as primary contacts to ENS

Name

Phone

Pager

Email

Voting Representative

See Terms and Conditions for description of responsibilities

Name

Phone

Pager

Email

Agreement

By submitting this ENS access request, the undersigned ("Subscriber") acknowledges that they have read, understood, and agreed to be bound by the terms and conditions outlined in the ENS Access Service Request, which is incorporated herein by reference.

Telecommunications Coordinator (Print) _____

Telecommunications Coordinator (Sign) _____

Date _____

To add or modify a Frame Relay PVC to an ENS POP, complete Section 2 Frame Relay PVC for ENS Access.

Louisiana Office of Telecommunications Management Enhanced Network Services (ENS) Access Service Request (OTM-43)

Frame Relay PVC for ENS Access

Section 2

Subscriber Information

Department/Agency _____
 Section/Unit _____
 Mailing Address _____

 Physical Address _____

 OTM Accounting Unit _____

For OTM Use Only
OTM Order Number _____
Request Date _____
Due Date _____
Approved By _____
Contact Name _____
Telephone Number _____

ENS Subscriber PVC End

Check the action requested:

New Change/Add Disconnect

Frame Relay Circuit ID _____ DLCI _____

Circuit Account Number _____

(Burst limited to ENS PVC speed and Graceful Discard is off)

ENS PVC Speed _____ Be= _____ Bc= _____

Authorization

I authorize OTM/ENS to order a Frame Relay PVC that will be used to connect this agency to ENS. I understand that the charges for this PVC will be billed to this agency.

Telecommunications Coordinator (Print) _____

Telecommunications Coordinator (Sign) _____

Date _____

For OTM Use Only	
ENS PVC End	<input type="checkbox"/> Change/Add
ENS Frame Relay Circuit ID	
<input type="checkbox"/> BTR—60.QIDA.500071 (DLCI=94)	<input type="checkbox"/> NOR— 60.QIDA.500028 (DLCI=91)
<input type="checkbox"/> LAF—60.QIDA.500113 (DLCI=92)	<input type="checkbox"/> SHV— 60.QIXX.500189 (DLCI=93)
Bill to: 225 M14-6188	

Fax the completed, signed form to OTM at 225-219-4867.

If you don't receive a response within three days, contact ENS at 225-219-4860.

Louisiana Office of Telecommunications Management

Enhanced Network Services (ENS) Access Service Request (OTM-43)

Terms and Conditions

Acceptable Use: ENS provides a state-wide data network that exists for the primary purpose of transmitting and sharing information among governmental, research and educational organizations within Louisiana and across the Internet. Transmission of any material in violation of any federal or state laws or regulations is prohibited. ENS connections shall not be used to access other machines without the permission of the owner. The Subscriber agrees to observe the acceptable use policy of any other network he Subscriber accesses through ENS. ENS subscribers are expected to be responsible in their use of the network and avoid actions that cause interference to the network or cause interference with the work of others on the network.

Frame Relay Access: The subscriber establishes IntraLATA Frame Relay Service off the OTM contract with AT&T and is responsible for all Frame Relay rate components specific to that subscription (Access Line, Port, Outbound PVC(s), Outbound CIR(s)). The subscriber establishes ENS Access via Frame Relay through agreement with OTM based upon a Burst Limited PVC defined between the subscriber and ENS.

Router: To connect to ENS, the Subscriber must provide a router which meets all technical specifications for ENS access. The Subscriber shall contract with the manufacturer to provide the hardware and software necessary to maintain the equipment in accordance with ENS specifications. If ENS architectural specifications require that new equipment be acquired, subscribers agree to make the needed changes within one year of notification by ENS.

Security: The ENS Wide Area Network (WAN) is primarily intended to be an open transport system and does not provide any security. It is the responsibility of the Subscriber to monitor and control traffic flowing to and from its locations.

Rates: Current rates for ENS lines of service are included in the OTM *Catalog of Services*. OTM will notify subscribers in advance of revisions to the fees.

Payment: Subscriber agrees that it is solely responsible for payment of all fees due OTM under this agreement in a timely manner.

Subscriber Contact: Subscribers shall provide the NOC with the names and phone numbers of designated contact persons for that site. Where possible, the contacts should be technically knowledgeable individuals familiar with the operation of the network at their site. The Subscriber may designate other contacts authorized to report and coordinate problems with the NOC. All subscriber calls to the NOC should be forwarded through the designated contact persons.

Voting Representative: Subscribers shall provide the name of a single individual authorized to represent the subscriber in any voting issues submitted to ENS subscribers.

Technical Specifications: Technical specifications and standards for operation of ENS, including addressing conventions for protocols run over the backbone are established by the ENS Network Operations Center (NOC), in cooperation with the ENS advisory board(s). All Subscribers are expected to comply with the technical specifications and guidelines issued by the NOC.

Performance: Although ENS is designed to operate 24 hours a day, 365 days a year, OTM does not guarantee, certify, or warrant as to quality of service or that operation of the network will be without interruption or error.

Limitation of Liability: Each party agrees to hold the other party harmless for any loss, damage, liability, or claims. Notwithstanding any other provisions of this agreement, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for loss of revenue, profits, or use of capital, downtime of facilities, damages for failure to meet other contractual commitments or deadlines, or for any special, incidental or consequential loss or damage of any nature arising at any time or from any causes whatsoever. This includes loss of data resulting from delays, not being delivered, delivered in error, or service interruptions caused by Subscriber negligence or errors or omissions. Subscriber agrees to indemnify and hold harmless, ENS from any claims resulting from Subscriber's use of the service which damages Subscriber or another party.

Site Location: Subscriber will make available and maintain suitable space, operating environment, and appropriate safety procedures for the necessary equipment at the Subscriber's site to enable a connection to ENS.

Louisiana Office of Telecommunications Management Enhanced Network Services (ENS) Access Service Request (OTM-43)

Terms and Conditions (continued)

Force Majeure: Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, hurricanes, or other disasters.

Consent to Breach not Waiver: No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

Fiscal Funding: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Termination: OTM reserves the right to temporarily disconnect a site from the network if the site is determined to be compromising the integrity of the network. OTM reserves the right to refuse or terminate ENS access to any customer who does not properly fulfill their responsibilities as an ENS subscriber, who does not pay OTM invoices in a timely manner, or is otherwise ineligible for ENS access. This agreement shall remain in force until terminated by OTM or the Subscriber with 30 days written notice, or as otherwise provided herein.