

**Louisiana Office of Telecommunications Management
LaNet ATM Access Service Request (OTM-4D)**

Terms and Conditions

Terms and conditions follow the form.

Subscriber Information

Agency _____ Physical Address _____

Mailing Address _____ OTM Accounting Unit _____

Type of Access

IMA _____ Mbps

Subrate DS3 _____ Mbps

Services and Bandwidth

LaNet _____ Mbps

Technical Contacts

The following persons will serve as primary contacts to LaNet

Name _____ Phone _____ Pager _____ Email _____

Name _____ Phone _____ Pager _____ Email _____

Voting Representative

See Terms and Conditions for description of responsibilities

Name _____ Phone _____ Pager _____ Email _____

Agreement

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

Telecommunications Coordinator (Print) _____

Telecommunications Coordinator (Sign) _____

Date _____

**Fax the completed form to OTM at 225-219-4867. If you don't receive a response within three days, contact
Enhanced Network Services at 225-219-4860.**

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Acceptable Use: LaNet is 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. LaNet 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 the Subscriber accesses through LaNet. LaNet 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.

ATM Access: This service relies upon an agency subscription to OTM IntraLATA ATM service for access to the IntraLATA ATM service cloud, with a defined access type. In addition to that, the agency subscribes to a rate of access. This offering assumes an existing intraLATA ATM port and access line for the agency. Once the connection to the ATM service cloud is established, the agency contracts with OTM for LaNet via ATM through a virtual circuit (PVC) connection from the intraLATA ATM service cloud to the LaNet service node in their home LATA. The LaNet via ATM contract/subscription defines the maximum data rate that the agency may present to the LaNet service node. Any burst above the subscribed rate shall be discarded. The actual transport of the data across the statewide backbone is best effort, as is the nature of all LaNet traffic today.

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

Security: LaNet 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 LaNet services 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 LaNet subscribers.

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

Performance: Although LaNet 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.

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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, LaNet 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 LaNet.

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, and 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 LaNet access to any customer who does not properly fulfill their responsibilities as a LaNet subscriber, who does not pay OTM invoices in a timely manner, or is otherwise ineligible for LaNet access. This agreement shall remain in force until terminated by OTM or the Subscriber with 30days written notice, or as otherwise provided