

To: City of Manhattan Beach  
1400 Highland Ave.  
Manhattan Beach, California 90266

From: Internap Network Services, Corp.  
250 Williams Street, Suite E100  
Atlanta, GA 30303

Date: 09/11/2012  
Subject: Full 45Mb DS3 and New Router

Quote: 2012-10917  
Valid Thru: 9/28/2012  
TERM: 36 months

### Summary of New Services

Location	Services	One-Time	Monthly	Burst Rate	Qty	Total One-Time	Total Monthly
OCY002	DS3 Local Loop	\$1,202.00	\$1,862.70	\$0.00	1.0	\$1,202.00	\$1,862.70
OCY002	DS3 Usage Based	\$0.00	\$16.00	\$16.00	45.0	\$0.00	\$720.00
OCY002	DS3 Local Loop Local Access	\$250.00	\$225.00	\$0.00	1.0	\$250.00	\$225.00
OCY002	MRS- Internap Provided Router-T3/ E3	\$250.00	\$514.00	\$0.00	1.0	\$250.00	\$514.00
<b>TOTAL SOLUTION CHARGES</b>						<b>\$1,702.00</b>	<b>\$3,321.70</b>

### Summary of Existing Services - Terminated

Location	Services	Sales Order	SvcOID	Monthly	Qty	Effective Date (M/D/Y)	Extended Monthly
	MRS-Internap Provided Router- Additional Change Requests above 5 per month			\$0.00	1	4/30/2012	\$0.00
	MRS- Internap Provided Router-T1/ E1			\$47.00	1		\$47.00
	MRS- Internap Provided Router-T1/ E1			\$47.00	1		\$47.00
	Router Rental - 1841 2xT1/E1			\$157.00	1		\$157.00
	T1			\$216.25	1		\$216.25
	T1 Local Loop			\$258.75	1		\$258.75
	T1			\$550.00	1		\$550.00
	T1 Local Loop			\$152.64	1		\$152.64
	T-1 Cross Connect			\$0.00	1		\$0.00
	T-1 Cross Connect			\$75.00	1		\$75.00
<b>TOTAL TERMINATED SERVICES CHARGES</b>							<b>\$1,503.64</b>

**Special SLA Terms**

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**Special Financial Terms**

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## Terms and Conditions

All Service implementations are subject to Internap standard installation intervals. While Internap will make reasonable efforts to accommodate Customer specific requests, the standard installation intervals apply for all Services being ordered and shall begin upon Internap's formal acceptance of this Sales Order. Billing for Services will commence upon delivery of the contracted Services. Specific billing activation dates will be communicated and confirmed during the implementation process. Internap's formal acceptance of a Sales Order occurs when (i) Internap has received a signed Sales Order Form complete with accurate information and a signed Master Services Agreement ("MSA"), (ii) capacity has been approved, (iii) Customer's credit has been approved and (iv) Internap has provided a countersigned order form. Changes to an accepted Sales Order, Customer-initiated delays (including those associated with Customer provisioned access) and credit approval issues will place the installation interval on hold. Internap reserves the right to update Service implementation dates based on order execution and acceptance dates.

The initial Term specified above shall start at the Service Commencement Date as set forth in the MSA. Per the MSA, monthly recurring fees (including minimum usage commitments) will be invoiced in advance at the beginning of each month during which the Services are to be provided. Usage based fees will be captured at the end of each month, and billed in arrears on the following month's invoice.

The Term of this Sales Order shall automatically renew for one year periods absent contrary written notice provided by either party, delivered in accordance with this paragraph at least sixty days in advance of expiration. To be effective, Customer must give any such notice of non-renewal or any notice of disconnection by completing the form located at <https://customers.internap.com/requests/>

If applicable for this Sales Order, all Local Loops quotes are estimates until a site survey has been completed. Changes identified in the site survey shall be presented in writing to Customer, who shall have the option to cancel the Sales Order within 10 business days from receipt of notice should additional charges be required. Expedite fees are not included.

THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THE MSA SIGNED BETWEEN THE PARTIES, WHICH ARE INCORPORATED BY REFERENCE HEREIN. ABSENT SUCH EXECUTED MSA, THE EXECUTION OF THIS DOCUMENT IS DEEMED TO BE ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH IN THE INTERNAP STANDARD MSA LOCATED AT <http://www.internap.com/internap-master-services-agreement/>.

INCLUDING ALL ATTACHMENTS THERETO, ALL OF WHICH ARE INCORPORATED BY REFERENCE HEREIN. IN THE EVENT OF A CONFLICT BETWEEN THE MSA AND THIS SALES ORDER, THE MSA SHALL PREVAIL. THE PROVISION OF SERVICES HEREUNDER IS SUBJECT TO INTERNAP'S CONTINUING APPROVAL OF CUSTOMER'S CREDIT-WORTHINESS.

## Customer Acceptance

Printed  
Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

By:

\_\_\_\_\_

Date:

\_\_\_\_\_

## Authorized INTERNAP Signature

By:

*Core James proxy*  
*Warren Austin*

Date:

*9/12/2012*

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