

## **Rocklin Unified School District**

### **RFP Response**

**RFP 23-100 / 470 #230002103**

**Due Date: December 8, 2022**

**3:00 PM PST**

### **Delivered to:**

**Rocklin Unified School District**

**Attn: Business Services Department**

**2615 Sierra Meadows Drive, Rocklin, CA 95677**

**(916) 640-2234**



Rocklin Unified School District  
Attn: Business Services Department  
2615 Sierra Meadows Drive, Rocklin, CA 95677

**RE: RFP 23-100 “Data Transport Service – E-rate YR 2023 (YR26)”**

Good Afternoon,

Astound Business Solutions is pleased to present this RFP response for the Rocklin Unified School District. Astound Business Solutions acknowledges receipt of every communication and addendum issued for this solicitation and have read, understood, and have fully complied with all mandatory requirements identified in the RFP and associated documents.

Astound Business Solutions has made every effort to present the most complete and cost-effective solutions in our response. As your existing internet provider, Astound is presenting a solution that can be easily be upgraded into the District’s existing network and service requirements. I will be your main point of contact and my information is below.

As always, I welcome the opportunity to meet face-to-face or via phone to address, discuss, and review this proposal or any other potential circuit in its entirety. We want the Rocklin Unified School District to completely understand the service dynamics, support, and technology being offered.

Thank you for the opportunity to continue working with the RUSD. We sincerely believe our team is presenting solutions that demonstrate not only our capabilities, but our commitment to provide solutions that are cost effective and meet your every need.

Mike Puckett, E-Rate WA-OR-CA  
13483 Seabeck Hwy NW, Seabeck, WA 98380  
Voice: (360) 550-4496 / Cell: (206) 406-9672  
E-mail: [mike.puckett@astound.com](mailto:mike.puckett@astound.com)  
SPIN # 143030836 / FRN #0015-63-7911 / GREEN LIGHT STATUS: ACTIVE / CTF PARTICIPANT

Respectfully,

Michael W. Puckett, E-Rate WA-OR-CA – Astound Business Solutions

## Table of Contents:

- Why Choose Astound Business Solutions – Page 4
- About Astound – Page 5
- Our Products – Pages 6-9
- Time Line/Technical/Support/Pricing/Acknowledgement Notes – Pages 10-11
- References – Page 12
- Rocklin USD Logical Network Solution – Attached to end
- RFP 23-100 Cost Proposals – Attached to end
- RFP Signature Forms – Attached to end
- Copies of MSA, SLA and Service Order – Attached to end

## Why choose Astound Business?

We provide IT leaders with fiber infrastructure solutions that ensure reliable and secure connectivity for their mission-critical applications while increasing overall agility and responsiveness to customer needs. As a national telecommunications provider with a local focus, we are a trusted partner that delivers best-in-class customer support from our team of dedicated industry experts.

Our advanced solutions are delivered over a carrier-grade, local fiber network that we own and maintain.

Our diverse network routes assure the highest level of redundancy.  
 We are easy to work with; we keep our promises and deliver solutions at the best value.

**Astound**  
 Business Solutions  
 Powered by **RCN** | **GRANDE** | **WAVE**

**FIBER PROVIDER**  
 IN 8 OF THE 10 METRO MARKETS

**300+**  
 PRIVATE PEER  
 CONNECTIONS

**ROUTING 8 OF THE WORLD'S  
 BIGGEST  
 TIER 1  
 PROVIDERS**

**CARRIER-GRADE  
 SLAs**

**SPEEDS**  
 from **10** to **100** and beyond  
 Mbps Gbps

**+25K**  
 ROUTE OF METRO  
 MILES OF FIBER

**100+**  
 DATA CENTERS  
 ACROSS THE COUNTRY

**SUPPORTED BY  
 4000  
 EMPLOYEES**



## ABOUT ASTOUND BROADBAND

Astound Broadband (astound.com) is the sixth largest cable operator in the U.S., providing award-winning high-speed internet, broadband communications solutions, TV, phone services and fiber optic solutions for residential and business customers across the United States.

Astound Broadband is comprised of organizations formerly known as RCN, Grande Communications, Wave Broadband, and enTouch. The company services Chicago, Indiana, Eastern Pennsylvania, Massachusetts, New York City, Maryland, Washington, DC, Texas and regions throughout California, Oregon and Washington.

Astound Business Solutions provides IT leaders with high-capacity, secure connectivity to your mission-critical applications while increasing overall agility and responsiveness to your customer needs. As a national telecommunications provider, we offer advanced solutions that are delivered over a diverse, carrier-grade network that we own and maintain, providing the speed, bandwidth, and reliability businesses need to support your growing data demands. While we provide coast-to-coast connectivity to over 70,000 business customers, we maintain a local, customer-centric approach, with dedicated industry experts on-hand around the clock to help you stay on top of today's evolving IT technology and remain competitive in their markets.

### Value Points:

- Build and deliver mission-critical fiber infrastructure
- Advanced solutions, over a carrier grade local fiber network that we own and maintain
- Trusted partner that keeps our promises
- Dedicated, industry experts focused on our customers
- National provider with a local focus
- Provide industry-leading high-capacity secure connectivity
- We are committed to making fiber infrastructure more accessible and affordable to support today's technological marketplace
- Consistently investing in upgrading and expanding our network.
- Flexible company, easy to deal with
- Deliver fast, reliable network services for the best value
- Mission critical connectivity
- In more than 20 metro markets
- Covering 12 states
- Over 70,000 business customers
- Over 14,000 on-net buildings
- Over 30,000 Route Miles
- Over 100 data centers

## OUR PRODUCTS

### Ethernet Solutions:

Enhanced network communications are critical to the success of any Education entity with one or multiple locations. A reliable Ethernet-based network solution from Astound Business is an affordable and superior alternative to outdated, traditional networks delivering increased capacity, enhanced security, and scalability. Astound offers these types of Ethernet solutions:

**E-LAN** – For Schools and Districts with multiple locations requiring multi-point connectivity. This cost-effective alternative to traditional network topologies offers businesses a more flexible and scalable network solution that connects each location’s premise equipment to enable the transfer of data through a single Ethernet interface, with speeds up to 100 Gbps.

**E-Line** – For Schools and Districts that need to connect two locations. This point-to-point Ethernet connection between two user network interfaces delivers symmetrical speeds up to 100 Gbps. E-Line enables enterprises to interconnect two locations so they appear to share the same LAN despite the distance between them.

**DIA** – Dedicated Internet Access (DIA) provides a secure dedicated fiber-based connection between your Local Area Network (LAN) and the Internet. With connectivity speeds ranging from 3 Mbps to 100 Gbps, a School or District can get the exact bandwidth they need to help them operate more efficiently, and save money. With symmetric speed, the fiber network delivers equal upload and download times enabling users to accommodate heavy demands on their data connection.

**Business Class Internet** – Business Class Internet is a more powerful business internet solution offering high-capacity, symmetrical speeds ideal for cloud based applications requiring higher upload speeds. It can be delivered over fiber or microwave and offers static IP add-ons, limited SLA, and no bursting. BCI can share an access facility to a region or building and have a common aggregation point to support multiple customers

**High Speed Internet** - High Speed Internet is a reliable, internet solution that is primarily delivered as an asymmetrical service. It can be used for Schools that may need higher download speeds, have smaller budgets and have basic web and email activity.

**Managed Business Wi Fi** - Astound Managed Wi-Fi solution extends your broadband connection with professionally installed plug and play hotspots for single and multi-site networks. Designed to provide flexibility, the wireless access points deliver high performance and a superb user experience for medium density environments. It enables an all-wireless digital work environment in a cost effective manner. With a maximum concurrent data rate of 1,300 Mbps in the 5GHz band and 300 Mbps in the 2.4GHz band, our Business Wi-Fi solution brings an always-on wireless network experience with the performance demanded by today’s users.

**SD-WAN** - Software Defined Wide Area Networks (SD-WAN) is a technology that simplifies the management of various network connections between sites. SD-WAN puts you in control and allows you to respond to change. Its advanced capabilities like cloud based security, network virtualization, analytics and automation ensure you access the full potential of your network.

SD-WAN combines unlimited bandwidth, maximum control, and network security giving you the power to customize your network to your needs. The network solution is from Cisco/Meraki to create an anywhere network connection. Run all the applications you want – voice, video and data.

Four Products of SDWAN managed services include:

#### Advanced WAN

- Features include SDWAN portal & VPN connectivity
- User Portal for monitoring
- Site to Site VPN capability
- Intelligent path control - WAN links
- Traffic Analytics
- Advanced Firewall
- Enhanced Stateful firewall
- Deep Packet Inspection
- GEO-IP filtering rules
- Category content filtering
- Access Control Lists
- Advanced Cloud Security
- Global threat intelligence via Cisco Talos - gold standard database of malware signatures
- Intrusion detection/Intrusion Prevention (IDS/IPS)
- Advanced malware protection (AMP)
- Real-time malware blocking
- Retrospective malware detection - know what files are malicious after they are downloaded (future proofing signatures)
- Threat Grid - behavioral analysis of downloaded files. The upgradeable ThreatGrid Premium subscription is not available at this time with our SDWAN offer.

#### Managed Router/LAN

- This service is to cover manual intervention. The act of “configuring” for the customer.
- Includes the baseline of LAN connectivity and Astound responsibility to handle internal routing(on request)

## **Dark Fiber**

Dark Fiber gives customers the ability to build their own optical bandwidth providing them control of the network, including security and the elements to customize the entire network. Customers that have the expertise in optical technology can leverage these skills to create a tailored infrastructure for their business. With Dark Fiber, customers can choose the technology that fits their application and performance on their own time frame, with predictive latency.

## **Wavelengths**

Wavelengths are capable of transmitting extremely high volumes of data between terminating points. Astound's Wavelength Division Multiplexing (WDM) enables high speed, reliable and secure end-to-end connectivity through a fully dedicated connection built to support mission critical applications. WDM provides better latency and security than other transport options while providing full speed symmetrical connectivity. The standard service is monitored and managed 24/7/365 and backed by our standard service level assurance guarantees. Astound uses DWDM technology to provide scalable infrastructure for our own products like Internet, Transport, Video and Commercial services. We have the expertise that Commercial customers need with a proven commitment to the technology through our investments in optical systems that interconnect Data Centers, Headends, Central Offices and Enterprise locations. We understand wavelength technologies and can help Education customers leverage the benefits of capacity and scale that is offered by WDM technology. Customers choose Wavelengths over Ethernet Services when applications demand full "loss-less" bandwidth or require very low latency connectivity. The standard offer is a linear point to point offer and can be tailored on an individual case basis with protection options, delay targets and route and path diversity.

## **Voice Solutions and Unified Communications**

Astound offers unique and customizable voice solutions to meet the demands of today's Schools and Districts environment.

Hosted Voice - is a fully managed cloud-based solution delivered over our carrier grade, fiber-rich network that offers advanced unified communications customized to fit your organization's specific needs. It offers intuitive features that help improve productivity while providing flexible, cost-effective pay-as-you-go features to fit any budget. Our Hosted Voice is a completely scalable solution with unlimited nationwide calling, predictable monthly costs, and offers easily customized call and administration tools.

Business Trunks – provides high capacity connectivity, regardless of the specific phone solution within a School or District, supporting legacy and IP PBXs with a multitude of interfaces such as analog,

Primary Rate Interface (PRI) and Session Initiation Protocol (SIP). Astound's Business Trunks offers a flexible and cost-effective way to deliver phone service over IP and has a reliable high-capacity network to provide the connections your School or District needs.





UCaaS – Unified Communications as a Service solution delivers a myriad of communication services inclusive of messaging tools, videoconferencing tools, and resources for facilitating different kinds of text and voice communications. Integrating audio, video and web conferencing, it is a completely scalable solution with advanced telecommunications features to improve productivity and efficiency for your business.

Our platform provides a powerful online portal for rapid provisioning that leverages a feature-rich, cloud-based network. Calls travel over Astound’s secure, reliable and carrier grade, fiber infrastructure so users experience fast response times and a continuous connection for superior uptime. Together with data technologies to integrate your communications tools, our fully hosted and managed solution is customized to fit your organization’s needs.



## **TIME-LINE and TECHNICAL NOTES**

If awarded the agreement, Astound will work with the Rocklin Unified School District on the necessary equipment switch-outs for this renewal and any potential changes in network design. If needed, a member of the Astound Fiber Design and Construction team will meet with RUSD representatives to discuss any potential changes and formulate a final time-line with various dates listed for all parts of the project. A Business Implementation Manager will be assigned that will work directly with you to provide on-going updates, request information and provide answers to any questions during this project.

All of these WAN circuits (and potential upgrades) will be ready for use no later than 7/1/2023.

Service will be delivered via single-mode fiber to a NID installed at the demarcation point. Handoff will be Ethernet via single-mode fiber on an LC connected.

CPE will be deployed with dual power supplies to ensure fault tolerance. DC power supplies are available for units deployed in a DC-powered data centers.

## **SUPPORT NOTES**

Astound maintains a network operations center (NOC) in Bothell, WA on a 24x7x365 basis to control, monitor and maintain its core networks and client services. The NOC staff is comprised of trained, on-site Astound technicians that carry industry- recognized technical certifications.

The NOC proactively manages the network performance, and Astound notifies customers of outages and provides ongoing updates. Part of our implementation onboarding is to identify names and contacts of staff that will be on notification email distributions. These are designates who will be notified of outages and pre-planned maintenance. As well, our clients can contact the NOC for service concerns and generate service tickets for tracking purposes via telephone call-ins at 888-317-0488 or email at [noc@astound.com](mailto:noc@astound.com)

To request support, clients simply need to identify their service by its circuit ID or account billing code; a NOC engineer will then create a trouble ticket and launch the resolution process. The NOC team alerts clients of service ticket closures via an email alert and/or telephone call. In the event a trouble ticket remains open or unresolved for an unexpectedly long period of time, clients can contact our Network NOC and request a service escalation. Once there is closure, the NOC will send out an RFO, Reason for Outage, typically within 5 days after remedy. Astound's standard is to provide 30 day notice for any pre-planned maintenance, and will send an email to those names on file.

In addition to logging a ticket with the NOC, the District can contact their designated Astound account team that can log ticket on behalf of the District.



Astound will also have designated team members to assist with any billing issues (USAC or otherwise) and will work with the District on getting the information into the billing system that is required by RUSD. Besides your primary contact, RUSD will also be supported by a National Account Manager to handle specific issues.

**Originals of our High Availability SLA, Master Services Agreement and Service Orders for specific circuits, will be supplied quickly upon award for signatures and execution.**

Rocklin Unified School District will be supported by Astound regional offices in Rocklin. Local technical and support personnel are based in the various immediate areas.

**SCOPE OF WORK ACKNOWLEDGEMENT:**

We have read and agree to all parts of the Scope of Work section of this RFP.

Astound does not use any equipment that is manufactured by, or contains any components from, the list of vendors on "The Secure Network Acts

**RESPONDER SERVICE PROVIDER REQUIREMENTS:**

We have read and agree to all sections of the Responder Service Provider Requirements section.

**RESPONDER SERVICE PROVIDER ACKNOWLEDGEMENTS:**

We have read and will comply.

**PRICING NOTES**

Per the RFP - Astound has responded with pricing on a 3-year term with voluntary 1-year extension options (up to a total of 5-years) and a 5-year term.

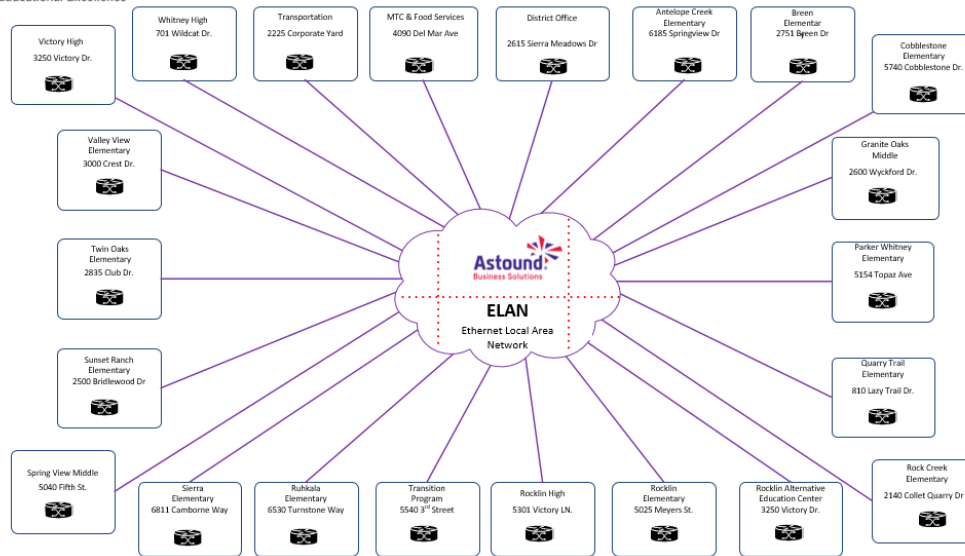
All pricing remains firm through SLD approval, execution and duration of the proposed contract.

## REFERENCES

- Edmonds School District (41-site dark fiber network) – Cynthia Nelson (Director of Technology) – 20420 68<sup>th</sup> Ave W, Lynnwood, WA 98036 - [NelsonC@edmonds.wednet.edu](mailto:NelsonC@edmonds.wednet.edu) - 425-431-7337
- Placer Union High School District: Carlos Segura (Director of IT) – 1300 New Airport Road, Auburn, CA 95603 – [csegura@puhsd.k12.ca.us](mailto:csegura@puhsd.k12.ca.us) – 530-886-4453
- Western Placer Unified School District – Tsugu Furuyama (Director of Technology) – Lincoln, CA 95648 - [tfuruyama@wpusd.k12.ca.us](mailto:tfuruyama@wpusd.k12.ca.us)
- Placer County Office of Education (CA): James Anderberg (Executive Dir of Admin Services) – 360 Nevada Street, Auburn CA 95606 – 530-889-5904 – [janderberg@placercoe.k12.ca.us](mailto:janderberg@placercoe.k12.ca.us)
- K-20 Education Network (WA): Amanda Carroll – 410 11th Avenue SE, Suite 204, Olympia. WA 98501 - 360-292-4193 – [amandac@k20wa.org](mailto:amandac@k20wa.org)
- North Thurston Public Schools (WA - 20-site fiber WAN): Derek Stewart (Director of IT) – 6620 Carpenter Rd SE, Lacey, WA 98503 – 360-412-4503 – [dstewart@nthurston.k12.wa.us](mailto:dstewart@nthurston.k12.wa.us)
- Woodland Joint Unified School District (CA – 20 site fiber WAN, Internet Access): Tina Burkhart (Director of IT) – 435 Sixth Street, Woodland, CA 95695 – 530-406-3110 – [tina.burkhart@wjusd.org](mailto:tina.burkhart@wjusd.org)
- Modesto City School District (CA – 41 site Dark Fiber WAN): Russ Selken (Chief Technology Director) – 1017 Reno Avenue, Building A, Modesto, CA 95351 – 209-492-4109 – [selken.r@monet.k12.ca.us](mailto:selken.r@monet.k12.ca.us)
- Santa Maria-Bonita School District (CA – 10 Gbps DIA): Brian Rieke (Director of IT) – 708 S. Miller Street, Santa Maria, CA 93454 – 805-361-8155 – [brieke@smbbsd.net](mailto:brieke@smbbsd.net)
- Manteca Unified School District (CA – 4 Gbps DIA and 31-site Dark Fiber WAN): Ungel Mamon (Network Supervisor) – 2271 W Louise Avenue, Manteca, CA 95337 – 209-858-0922 – [umamon@musd.net](mailto:umamon@musd.net)
- San Mateo Union High School District (CA – 5 Gbps DIA): Simon Bettis (Dir IT) - 650 N. Delaware Street, San Mateo, CA 94401 – 650-558-2489 – [sbettis@smuhsd.org](mailto:sbettis@smuhsd.org)
- Stockton City USD (CA – 20 Gb DIA): Robert Torres – Director of IT – 1932 El Pinal Drive, Stockton, CA 95205 – [rtorres@stocktonusd.net](mailto:rtorres@stocktonusd.net)



## Astound Logical Solution for RFP 23-100 Data Transport Service



### Astound Equipment: 5Gbps, 6Gbps, 7Gbps, 10Gbps Spoke Location (Edge)

Adva XG210



#### Access capacity

- Two slots for access interface modules with hot swap support
- 1 x 10GbE XFP module
- 1 x 10GbE SFP+ module
- 8 x 1GbE (SFP) module
- 8 x 1GbE (SFP) module with MACsec capability
- 8 x 1GbE (RJ45) module

Ciena 3928



#### Interfaces

- 4 x 10GbE/1GbE SFP+ ports
- 4 x 1GbE/100M SFP ports
- 4 x 1GbE SFP ports
- 1 x RJ-45 BITS input/output port (DC version)
- 1 x SMB frequency input/output port (DC version)
- 1 x SMB 1pps phase input/output port (DC version)
- 1 x 10/100/1000M RJ-45 management port
- 1 x serial console (RJ-45, EIA-561)
- 1 USB2.0 port

### 20Gbps, 40Gbps Hub Site (Aggregation)

Cisco NCS 540



- + \* 4x1/10G/CPRI 3-8
- + 8x1/10G
- + 4x1/10/25G
- + 2x10/25G (802.1Qbu)
- + 2x100G
- \* Universal Port = Port can be used for CPRI, eCPRI, Ethernet (1/10GE)

Cisco NCS 5501



- 6x 100 Gigabit Ethernet with QSFP28 optics
- QSFP+ optics to support 40GE and 4x 10GE breakout options available
- 48x 10 Gigabit Ethernet with SFP+ or SFP optics to support 1GE speed

# Cost Proposal

RFP 23-100

Responder Company Name: ASTOUND BUSINESS SOLUTIONS

Responder Name: Michael W Puckett

Responder Title: E-Rate - WA, OR and CA

Responder SPIN: 143030836

Responder Phone: 360-550-4496

Please provide pricing for a **three-year term** (with two one-year extensions) on the below:

Sites	Existing Ethernet service	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 20Gbps	Monthly Recurring Costs for 40Gbps	One-time Installation Costs	Curb to MPOE Costs
District (HUB)	40						\$2650	\$0.00	\$0.00
<b>REMOTE LOCATIONS</b>									
Antelope Creek Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Breen Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Cobblestone Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Granite Oaks Middle	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Parker Whitney Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Quarry Trail Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Rock Creek Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Rocklin Altern-Victory High	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Rocklin Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Rocklin High	10 Gbps				\$1400	\$1950	\$2650	\$0.00	\$0.00
Transition Program	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Ruhkala Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Sierra Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Spring View Middle	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Sunset Ranch Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Twin Oaks Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Valley View Elementary	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Whitney High	10 Gbps				\$1400	\$1950	\$2650	\$0.00	\$0.00
Transportation	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00
Maintenance & Food Services	1 Gbps	\$730	\$800	\$1100	\$1400	\$1950	\$2650	\$0.00	\$0.00

**Responding to Request For Proposal No. 23-100 due December 8, 2022 before 3:00 PM**

# Cost Proposal

RFP 23-100

Responder Company Name: ASTOUND BUSINESS SOLUTIONS  
 Responder Name: Michael W Puckett  
 Responder Title: E-Rate - WA, OR and CA  
 Responder SPIN: 143030836  
 Responder Phone: 360-550-4496

Please provide pricing for a **five-year term** on the below:

Sites	Existing Ethernet service	Monthly Recurring Costs for 1Gbps	Monthly Recurring Costs for 2Gbps	Monthly Recurring Costs for 5Gbps	Monthly Recurring Costs for 10Gbps	Monthly Recurring Costs for 20Gbps	Monthly Recurring Costs for 40Gbps	One-time Installation Costs	Curb to MPOE Costs
District (HUB)	40						\$2450	\$0.00	\$0.00
<b>REMOTE LOCATIONS</b>									
Antelope Creek Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Breen Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Cobblestone Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Granite Oaks Middle	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Parker Whitney Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Quarry Trail Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Rock Creek Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Rocklin Altern-Victory High	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Rocklin Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Rocklin High	10 Gbps				\$1295	\$1750	\$2450	\$0.00	\$0.00
Transition Program	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
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Sierra Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
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Sunset Ranch Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Twin Oaks Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Valley View Elementary	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Whitney High	10 Gbps				\$1295	\$1750	\$2450	\$0.00	\$0.00
Transportation	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00
Maintenance & Food Services	1 Gbps	\$695	\$750	\$995	\$1295	\$1750	\$2450	\$0.00	\$0.00

**Responding to Request For Proposal No. 23-100 due December 8, 2022 before 3:00 PM**

**RFP Form**

RFP 23-100

Rocklin Unified School District  
2615 Sierra Meadows Drive  
Rocklin, California 95677

To: Superintendent and Members of the Board of Education

The undersigned, doing business under the full and complete legal Responder name as set forth below, having examined the Notice to Responders, RFP Instructions, Scope of Work & Requirements, General Conditions, Agreement and all other documents forming a part of the RFP package for the above-referenced RFP, hereby proposes to perform the Agreement, including all of its component parts, and to furnish all materials called by them for the entire order for the prices set forth in the documents contained in said RFP package. The entire RFP Package is submitted, together with this RFP Form.

Name of Company: Wave Division Holdings LLC d/b/a Astound Business Solutions

Legal Status (i.e., sole proprietorship, partnership, corporation): Limited Liability Company

Tax I.D. Number (Sole Proprietorship Only): \_\_\_\_\_

Address: 3700 Monte Villa Parkway, Suite 200  
Bothell, WA 98021

Authorized Representative: \_\_\_\_\_

Signature  
Michael W Puckett

Name (Print or Type)  
E-Rate - WA, OR and CA

Title  
12/6/2022

Date  
(360) 550-4496

Phone  
( )

Fax  
mike.puckett@astound.com

E-mail address



# Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

Phone • (916) 624-2428 Fax • (916) 624-7246



Roger Stock, Superintendent  
Barbara Patterson, Deputy Superintendent, Business & Operations

Tony Limoges, Associate Superintendent, Human Resources  
Marty Flowers, Associate Superintendent, Secondary Education  
Bill MacDonald, Associate Superintendent, Elementary Education

## Letter of Agreement - RFP 23-100

Pursuant to the terms of Rocklin Unified School District's RFP # 23-100 for Data Transport Service, (Name of Company) \_\_\_\_\_'s response to RFP #23-100 dated (mm/dd/yyyy) \_\_\_\_\_, (Name of Company) \_\_\_\_\_ will provide the equipment and services per RFP # 23-100 effective the date of issuance of Rocklin Unified School District Purchase Order(s).

(Name of Company) \_\_\_\_\_ and Rocklin Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Rocklin Unified School District for E-Rate Year 2023 (Year 26), and Rocklin Unified School District Board of Education approval.

The Rocklin Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Rocklin Unified School District shall not be responsible for any costs to Bidder prior to termination.

Rocklin Unified School District \_\_\_\_\_

Astound Business Solutions \_\_\_\_\_

(Name of Company)

Authorized Representative Signature

Authorized Representative Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Barbara Patterson

Name: Michael W Puckett

Title: Deputy Superintendent

Title: E-Rate - WA, OR and CA

Address: 2615 Sierra Meadows Dr.

Address: 3700 Monte Villa Parkway, Suite 200

Rocklin, CA 95677

Bothell, WA 98021

Email: [bpatterson@Rocklin.k12.ca.us](mailto:bpatterson@Rocklin.k12.ca.us)

Email: mike.puckett@astound.com

Phone: (916) 630-2234

Phone: 360-550-4496

# Fingerprint Certification

RFP 23-100

## Responder Certification

I, Michael W Puckett, am an authorized representative of/doing business as (Name of Responder/consultant) Astound Business Solutions, and hereby certify that, pursuant to Education Code Section 45125.1, this business entity has conducted the required criminal background check(s) of all its employees who may have contact with District pupils or unsupervised access to any District campus of the Rocklin Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5(c) and/or 1192.7(c).

Failure to comply with these terms or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by the Contractor shall constitute grounds for termination of this Agreement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in \_\_\_\_\_ County, California.

Astound Business Solutions

Name of Responder/Consultant (please print)

Michael W Puckett

Name/Title of Authorized Representative (printed)

\_\_\_\_\_  
(Signature)

## Statement of Non-Conflict of Interest

RFP 23-100

The Responder hereby warrants that he or she has no business or financial interests that are in conflict with his or her obligations to the District and further agrees to disclose any such interest which may be acquired during the life of an agreement with the District. The Responder also certifies that it and its members are not, officers, agents, or employees of the District, nor have they been since January 1, 2001.

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Signature

Michael W Puckett

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Printed Name

E-Rate - WA, OR and CA

---

Title

Astound Business Solutions

---

Responder

12/6/2022

---

Date

# Insurance Acknowledgement

RFP 23-100

## Notice to Bidders regarding Indemnity and Insurance Requirements

### Summary of Indemnification and Insurance Requirements:

1. These are the Indemnity and Insurance Requirements for Contractors providing services or supplies to Rocklin Unified School District (Buyer). By agreeing to perform the work or submitting a proposal, you verify that you comply with and agree to be bound by these requirements. If any additional Contract documents are executed, the actual Indemnity language and Insurance Requirements may include additional provisions as deemed appropriate by Buyer.
  2. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this agreement shall be: 1— all the Insurance coverage and limits carried by or available to the Contractor; or 2—the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to Buyer.
  3. Contractor shall provide Buyer with Certificates of Insurance including all required endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Buyer before work begins. Buyer reserves the right to require full-certified copies of all Insurance coverage and endorsements.
- I. Indemnification & Insurance:  
Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured.

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law.

To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim.

Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

I have read and understand the above requirements and agree to be bound by them for any work performed for the Buyer.

---

Signature

Michael W Puckett

---

Printed Name

E-Rate - WA, OR and CA

---

Title

Astound Business Solutions

---

Responder

12/6/2022

---

Date

**MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES  
California E-Rate Customer**

This Master Services Agreement for Enterprise Services: California E-Rate Customer (this “**MSA**”) is entered into as of the date of last signature below, and is dated for reference purposes as of \_\_\_\_\_, 2023 (the “**Effective Date**”), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company, d/b/a Astound Business Solutions, having USAC SPIN #143030836 (“**Provider**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Customer**”). Each of Provider and Customer may be referred to in this MSA as a “**Party**” and together as the “**Parties**.”

**ARTICLE 1 – STRUCTURE OF AGREEMENT**

1.1 Purpose of MSA. Provider and its affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the “**Services**”). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more “**Service Orders**,” as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a “**Service Site**”); (iii) the initial term of the Service Order (the “**Initial Service Term**”); (iv) the pricing for the Service, including (a) the monthly recurring charges (“**MRC**”) for the Service, and (b) any non-recurring charges (“**NRC**”) associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the “**Agreement**.” Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the “**SLA**”), the SLA constitutes a part of this MSA. Customer’s use of any Services purchased pursuant to the Agreement will also be governed by Provider’s Acceptable Use Policy for Commercial Services (the “**AUP**”) which is posted on Provider’s website at <http://www.astound.com/business/aup>. Additional provisions that are applicable only to specific types of Services are contained in Provider’s Service-Specific Terms and Conditions (the “**Service-Specific T&Cs**”) which is posted on Provider’s website at <http://www.astound.com/business/service-terms>. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

**ARTICLE 2 – TERM AND RENEWAL**

2.1 Term of MSA. The term of this MSA (the “**MSA Term**”) shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5<sup>th</sup>) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The term of each Service Order shall be as specified in the Service Order.

**ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE**

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider’s control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Provider Equipment**”) necessary to connect Provider’s network facilities to the Customer demarcation point(s) at the Service Site (the “**Demarcation Point(s)**”); and

(ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the “**Customer Equipment**”) from the Demarcation Point(s) to Customer’s internal network. Unless a Service Site is within Provider’s control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider’s usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer’s option, participate in Provider’s final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the “**Service Commencement Date**”). Customer shall have a period of ten (10) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider’s business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider’s service area).

#### **ARTICLE 4 – PAYMENT AND BILLING**

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as “**Fees.**” Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within forty-five (45) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Except for amounts disputed in good faith by Customer pursuant to Section 4.2 below, past due amounts shall bear interest in the amount of 1.0% per month, or the highest amount allowed by law, whichever is lower.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a “**Fee Dispute Notice**”). A Fee Dispute Notice must be submitted to Provider within sixty (60) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such sixty (60) day period. The Parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after Customer’s delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider’s net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively “**Applicable Taxes**”). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate

provided in accordance with the preceding sentence.

#### ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of “**Default**”): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) business days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under this Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer’s on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate this MSA and all Service Orders entered into pursuant to this MSA; and/or (iv) pursue any other remedy available to Provider under this Agreement or applicable law. If Provider terminates one or more Service Orders due to Customer Default, Customer shall pay a “**Termination Charge**” to Provider equal to the sum of the following: (a) all unpaid amounts for Services actually provided prior to the termination date; (b) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (c) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; (d) one hundred percent (100%) of all remaining MRC Customer was to pay Provider for the Service during the first (1<sup>st</sup>) year of the Service Term; (e) seventy-five percent (75%) of all remaining MRC Customer was to pay Provider for the Service during the second (2<sup>nd</sup>) year of the Service Term; (f) fifty percent (50%) of all remaining MRC Customer was to pay Provider for the Service during the third (3<sup>rd</sup>) year of the Service Term; and (g) twenty-five percent (25%) of all remaining MRC Customer was to pay provider for the Service during the fourth (4<sup>th</sup>) and later years of the Service Term (if applicable). If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider’s actual damages and is not a penalty.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer’s account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

#### ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Lack of Funding.

(a) E-Rate Funding Contingency. Customer is a participant in the Federal Universal Service Discount program for schools and libraries (“E-Rate”), offered by the Federal Communications Commission via the Schools and Libraries Division (the



“SLD”). Customer may enter into one or more Service Orders with Provider to purchase Services through the E-Rate program. Should Customer enter into any Service Order with Provider for Services that Customer intends to fund, in whole or in part, through the E-Rate program, then Customer shall have the right to discontinue any one or more of such Services and/or terminate the corresponding Service Order(s) if Customer’s request for E-Rate funding is denied, cancelled or otherwise discontinued by SLD. In such event, Customer shall deliver no less than thirty (30) days’ advance written notice of termination to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

(b) Non-Appropriation Contingency. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at issue as a matter of public convenience as provided herein. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.3 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the early termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

## ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. “**Confidential Information**” shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party’s disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly

provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 California Public Records Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that California law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the California Public Records Act, California Government Code §§ 6250 – 6276.48, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Records Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Records Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

#### **ARTICLE 8 – LIMITATION OF LIABILITY**

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR

REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

#### **ARTICLE 9 – INDEMNIFICATION FOR THIRD PARTY CLAIMS**

9.1 Indemnification by Customer. Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

#### **ARTICLE 10 – FORCE MAJEURE EVENTS**

Neither Party shall be liable for any delay in or failure of performance hereunder due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other severe weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

#### **ARTICLE 11 – DISPUTE RESOLUTION**

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties

shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a “**Dispute Notice**”). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. This Agreement and all matters arising out of this Agreement shall be governed by the laws of the State of California. Any judicial action arising in connection with this Agreement shall be in the Superior Court of the State of California in and for the county in which the Services at issue are provided, or in the Federal District Court for the District in which the Services at issue are provided, as applicable.

#### **ARTICLE 12 – ASSIGNMENT AND ASSUMPTION**

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party’s consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; or (ii) an affiliate of such party; provided, that in the event of a transfer to an affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

#### **ARTICLE 13 – NOTICES**

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient’s time). Notices received after 5:00 p.m. (recipient’s time) will be effective the next business day.

**If to Provider:**

Astound Business Solutions  
650 College Road East, Suite 3100  
Princeton, NJ 08540  
ATTN: Business Solutions – E-Rate

**If to Customer:**

**With a Copy to:**

Astound Business Solutions  
650 College Road East, Suite 3100  
Princeton, NJ 08540  
ATTN: Legal Department – E-Rate

**With a Copy to:**

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

#### **ARTICLE 14 – REPRESENTATIONS AND COVENANTS**

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

## ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

- EXHIBIT A - Service Level Agreement for Lit Fiber Services
- EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document. The Parties consent to the use of electronic signatures.

*[Signatures on following page.]*

The Parties are signing this MSA as of the dates written below.

**CUSTOMER:**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER:**

WaveDivision Holdings, LLC, a Delaware  
limited liability company

USAC SPIN #143030836

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**  
**to**  
**Master Services Agreement for Enterprise Services**  
**California E-Rate Customer**

**Service Level Agreement for Lit Fiber Services**

This Service Level Agreement for Lit Fiber Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services: California E-Rate Customer (“MSA”) between WaveDivision Holdings, LLC (“Provider”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Provider pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

**1. AVAILABILITY SLA**

Provider’s Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
<b>99.999% Availability</b>	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

\*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

**2. MEAN TIME TO RESTORE (“MTTR”) SLA**

In the event of Outages in Services due to failure or malfunction of the Provider Network or Provider Equipment, Provider’s CNOc is designed to provide a **MTTR of 4 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Provider on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
<b>4 hr MTTR</b>	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

**3. PACKET DELIVERY/PACKET LOSS SLA**

The Provider Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
<b>≤ 0.05% Packet Loss</b>	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

#### 4. LATENCY SLA

The Provider Network is designed to provide a monthly average one-way Latency not to exceed the following:

- For “Local Market” distances of ≤ 75 miles = 10 ms
- For “Inter-Market” distances of between 76 – 750 miles = 20 ms
- For “Long-Haul” distances of > 750 miles = 50 ms

If the applicable Latency target is not achieved in a given month and Provider does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Provider CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	Target Inter-Market Latency	Target Long-Haul Latency	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
<b>10 ms or less</b>	<b>20 ms or less</b>	<b>50 ms or less</b>	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

#### 5. NETWORK JITTER SLA

The Provider Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- For Local Market distances of ≤ 75 miles = 2 ms
- For Inter-Market distances of between 76 – 750 miles = 5 ms
- For Long-Haul distances of > 750 miles = 15 ms

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30<sup>th</sup> of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

#### 6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

#### 7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.



“Availability” means the ability of Customer to exchange Ethernet packets with the Provider Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{matrix} \% \text{ Availability} \\ \text{(per calendar month)} \end{matrix} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Provider’s Backbone Network and the Customer’s router port. For IP transit / dedicated Internet access Services, Availability is calculated from the Customer’s router port through the Provider Network to the handoff point for the Internet. IP transit / dedicated Internet access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of Provider’s targeted MTTR.

“Emergency Maintenance” means Provider’s efforts to correct conditions on the Provider Network that are likely to cause a material disruption to or outage in services provided by Provider and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Provider may undertake Emergency Maintenance at any time Provider deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Provider’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, and/or electrical outages not caused by Provider.

“Jitter” or “Network Jitter” refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Provider across the Provider Backbone Network between a sample of Provider POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Provider’s Network to another designated point on Provider’s Network. Latency is calculated as an aggregate average monthly metric measured by Provider across the Provider Backbone Network between a sample of Provider POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Provider Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Provider to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Provider CNO until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{matrix} \text{MTTR in Hrs} \\ \text{(per calendar month)} \end{matrix} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is

opened by the Customer and ends when the connection is restored, as measured by Provider. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Provider across the Provider Backbone Network between a sample of Provider POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Provider Backbone Network” means Provider’s core fiber backbone that connects Provider’s POPs and regional hubs.

“Provider’s Commercial Network Operations Center” or “Provider’s CNOC” means Provider’s commercial network operations center, which is staffed 24x7x365.

“Provider Network” means all equipment, facilities and infrastructure that Provider uses to provide Services to Customer, and includes Customer’s access port. The “Provider Network” does not include Customer owned or leased equipment (unless leased from Provider), or any portion of Customer’s local area network after the demarcation point for the Services provided by Provider.

“Scheduled Maintenance” means any maintenance of the portion of the Provider Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Provider CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Provider pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the Provider CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Provider CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Provider will not provide a basis for Customer credits or Chronic Outage remedies.

## **8. CLAIMING CREDITS AND REMEDIES**

**8.1 Requesting SLA Related Credits and Chronic Outage Remedies.** To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Provider. Credits are exclusive of any applicable taxes charged to Customer or collected by Provider.

- (i) To claim SLA-related Service credits, Customer must do the following:
  - (a) Open a Trouble Ticket with the Provider CNOC within forty-eight (48) hours of the occurrence giving rise to the claimed credit(s);
  - (b) Submit a written request for the credit(s) to Customer’s account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
  - (c) Provide the following documentation when requesting the credit(s):
    - Customer name and contact information;
    - Trouble Ticket number(s);
    - Date and beginning/end time of the claimed Outage or failed SLA metric;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
  - (a) Open a Trouble Ticket regarding the Chronic Outage with the Provider CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
  - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer’s account

manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

- (c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
  - Type of remedy requested (e.g., substitution or termination);
  - Trouble Ticket numbers for each individual Outage event;
  - Date and beginning/end time of each of the claimed Outages;
  - Trouble Ticket number for the Chronic Outage at issue;
  - Circuit IDs for each pertinent circuit/path; and
  - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

**8.2 Provider's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Provider. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Provider will evaluate the claim and respond to Customer within thirty (30) days. If Provider requires additional information in order to evaluate Customer's claim, Provider will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Provider's request for additional information in which to provide the requested information to Provider. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Provider will promptly notify Customer of Provider's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Provider will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Provider will notify Customer of the date on which the requested substitution or termination will occur. Provider's determination regarding whether or not an SLA has been violated shall be final.

**8.3 Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Provider in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Provider or Provider's Affiliates; or (v) Force Majeure Events.

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**EXHIBIT B**  
**to**  
**Master Services Agreement for Enterprise Services**  
**California E-Rate Customer**

**Service Level Agreement for Dark Fiber & Wavelength Services**

This Service Level Agreement for Dark Fiber & Wavelength Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services: California E-Rate Customer (“MSA”) between WaveDivision Holdings, LLC (“Provider”) and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Provider to Customer pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

**1. AVAILABILITY SLA**

Provider’s dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

**2. MEAN TIME TO RESTORE (“MTTR”) SLA**

In the event of Outages in the Services, Provider’s CNOC is designed to provide a MTTR of **no greater than 4 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Provider on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
<b>4 hr MTTR</b>	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

**3. CHRONIC OUTAGE**

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

#### 4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Provider does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Provider by Customer.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore “TTR” in excess of Provider’s targeted MTTR.

“Emergency Maintenance” means Provider’s efforts to correct conditions on the Provider Network that are likely to cause a material disruption to or outage in Services provided by Provider and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Provider may undertake Emergency Maintenance at any time Provider deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Provider’s reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer’s agents, licensees or end users, and/or electrical outages not caused by Provider.

“Mean Time to Restore” or “MTTR” means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Provider to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Provider CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Provider. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Provider’s Commercial Network Operations Center” or “Provider’s CNOC” means Provider’s commercial network operations center, which is staffed 24x7x365.

“Provider Network” means all equipment, facilities and infrastructure that Provider uses to provide Services to Customer, and includes Customer’s access port. The “Provider Network” does not include Customer owned or leased equipment (unless leased from Provider), or any portion of Customer’s local area network after the demarcation point for the Services provided by Provider.

“Scheduled Maintenance” means any maintenance of the portion of the Provider Network to which Customer’s demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the Provider CNOC upon notification of a Service-related problem. In

order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Provider CNOC and open a Trouble Ticket regarding the problem.

## 5. CLAIMING CREDITS AND REMEDIES

**5.1 Requesting SLA Related Credits and Chronic Outage Remedies.** To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Provider. Credits are exclusive of any applicable taxes charged to Customer or collected by Provider.

- (i) To claim SLA-related Service credits, Customer must do the following:
  - (a) Open a Trouble Ticket with the Provider CNOC within forty-eight (48) hours of the occurrence giving rise to the claimed credit(s);
  - (b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
  - (c) Provide the following documentation when requesting the credit(s):
    - Customer name and contact information;
    - Trouble Ticket number(s);
    - Date and beginning/end time of the claimed Outage or failed SLA metric;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
  - (a) Open a Trouble Ticket regarding the Chronic Outage with the Provider CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
  - (b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
  - (c) Provide the following documentation when requesting the remedy:
    - Customer name and contact information;
    - Type of remedy requested (e.g., substitution or termination);
    - Trouble Ticket numbers for each individual Outage event;
    - Date and beginning/end time of each of the claimed Outages;
    - Trouble Ticket number for the Chronic Outage at issue;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

**5.2 Provider's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Provider. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Provider will evaluate the claim and respond to Customer within thirty (30) days. If Provider requires additional information in order to evaluate Customer's claim, Provider will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Provider's request for additional information in which to provide the requested information to Provider. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Provider will promptly notify Customer of Provider's resolution of each

Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Provider will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Provider will notify Customer of the date on which the requested substitution or termination will occur. Provider's determination regarding whether or not an SLA has been violated shall be final.

**5.3 Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Provider in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Provider or Provider's Affiliates; or (v) Force Majeure Events.

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**ORDER FOR DATA TRANSPORT SERVICES  
E-Rate Customer**

This Order for Data Transport Services: E-Rate Customer (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between WAVEDIVISION HOLDINGS, LLC, a Delaware limited liability company ("Provider"), and \_\_\_\_\_, a \_\_\_\_\_ ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated \_\_\_\_\_ (the "MSA"). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

**Section 1: Data Transport Services.** Provider shall provide to Customer the data transport services set forth in the following table (each, a "Service," and collectively, the "Services"). The Services shall connect the "A Location" and "Z Location" set forth below (each such location a "Service Site," and collectively, the "Service Sites"), at the bandwidths set forth below, in exchange for the one-time, non-recurring installation cost ("NRC") set forth below, and the monthly recurring charges ("MRC") set forth below:

<b>Circuit Identifier</b>	<b>Bandwidth and Type of Connection</b>	<b>A Location Service Site</b>	<b>Z Location Service Site</b>	<b>NRC</b>	<b>MRC</b>
Circuit 1	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)  Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)  Demarc:	[INSERT]	[INSERT]
Circuit 2	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)  Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)  Demarc:	[INSERT]	[INSERT]
Circuit 3	[INSERT BANDWIDTH OF CONNECTION]	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)  Demarc:	[ADDRESS LINE 1] [ADDRESS LINE 2] [ADDRESS LINE 3] (aka NAME OF BUILDING)  Demarc:	[INSERT]	[INSERT]
<b>TOTAL COST:</b>				[INSERT]	[INSERT]

**Section 2: Service Term.** The Service Term for Circuit 1 is: \_\_\_\_\_. The Service Term for Circuit 2 is: \_\_\_\_\_. The Service Term for Circuit 3 is: \_\_\_\_\_.

**Section 3: Estimated Installation Date.** The estimated installation date for Circuit 1 is: \_\_\_\_\_. The estimated approximate installation date for Circuit 2 is: \_\_\_\_\_. The estimated approximate installation date for Circuit 3 is: \_\_\_\_\_.

**Section 4: Customer Information.**

Account Name:

Invoicing Address:

Account Executive to Customer:

E-Rate Billing Method:  SPI Method (FCC Form 474)

BEAR Method (FCC Form 472)



To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

[INSERT NAME]  
[INSERT EMAIL]  
[INSERT PHONE 1]  
[INSERT PHONE 2]

Customer Billing Contact:

[INSERT NAME]  
[INSERT EMAIL]  
[INSERT PHONE 1]  
[INSERT PHONE 2]

Other Customer Contact:

[INSERT NAME]  
[INSERT EMAIL]  
[INSERT PHONE 1]  
[INSERT PHONE 2]

**Section 5: Service Term.** Installation, testing and acceptance of the Services shall be in accordance with Article 3 of the MSA. The Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date.

**Section 6: Rates and Charges.** Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

**Section 7: Performance.** Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

**Section 8: Customer Equipment and Software.** As between Provider and Customer, Customer is solely responsible for the installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

**Section 9: Customer Security Measures.** Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. In accordance with Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any such claims, losses, or damages to the full extent arising from such access.

**Section 10: E-Rate Program.**

(a) Participation in E-Rate Program. With respect to this Service Order, Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"), which is administered by the Universal Service Administrative Company ("USAC").

(b) Customer's Contingent Right to Cancel. As set forth in the MSA, this Service Order is conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted by Customer with respect to the Services described in this Service Order.

(c) E-Rate Billing. Under the E-Rate program, Customer must elect one of the following methods of invoicing, both of which require the cooperation of Provider:

- (i) SPI Method: Under the Service Provider Invoice method (the “SPI” method) of billing, Customer receives a discount on the invoices Customer receives from Provider. Customer pays in full the invoices it receives from Provider. Provider then submits FCC form 474, the Service Provider Invoice Form, to USAC in order to receive payment from USAC for the discounts Provider provided to Customer.
- (ii) BEAR Method: Under the Billed Entity Applicant Reimbursement Method (the “BEAR” method) of billing, the invoices Customer receives from Provider contain the full amount of the non-discounted rates set forth in Section 1 above. Customer pays in full the invoices it receives

from Provider. Customer then submits FCC Form 472, the Billed Entity Applicant Reimbursement Form, to USAC in order to receive reimbursement from USAC for a portion of the amounts paid to Provider.

Customer has specified in Section 4 above which of the two methods of E-Rate billing Customer desires to use with respect to this Service Order. Regardless of which E-Rate billing method Customer has elected, the Parties agree to cooperate with one another as reasonably necessary to complete and process such paperwork as may be necessary for Customer to take advantage of the E-Rate funding available for the Services.

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The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

**CUSTOMER:**

\_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER:**

WAVEDIVISION HOLDINGS, LLC

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT A**  
**Service Level Agreement**  
**for**  
**Ultra High Availability Enterprise Services**

This Service Level Agreement for Ultra High Availability Enterprise Services (this “SLA”) is a part of the Master Services Agreement for Enterprise Services (“MSA”) between WaveDivision Holdings, LLC (“WAVE”) and Customer. This SLA applies to the following types of Enterprise Services offered by WAVE: (a) Data Transport Services, (b) Dedicated Internet Access Services, and (c) Phone Solutions Over Fiber Services.

**1. AVAILABILITY SLA**

WAVE’s Network is designed to provide a target **Availability of at least 99.999%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
<b>99.999% Availability</b>	Less than 26 seconds	Target Met
	> 26 seconds up to 1 hour	5%
	> 1 hours up to 3 hours	10%
	> 3 hours up to 5 hours	15%
	> 5 hours	an additional 5% for each additional hour of Service Outage

\*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

**2. MEAN TIME TO RESTORE (“MTTR”) SLA**

In the event of Outages in Services due to failure or malfunction of the WAVE Network or WAVE Equipment, WAVE’s NOC is designed to provide a **MTTR of 4 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from WAVE on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
<b>4 hr MTTR</b>	≤ 4 Hrs.	Target Met
	> 4 Hrs. to 6 Hrs.	5%
	> 6 Hrs. to 8 Hrs.	10%
	> 8 Hrs.	25%

**3. PACKET DELIVERY / PACKET LOSS SLA**

The WAVE Network is designed to provide **no greater than 0.05% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
<b>≤ 0.05% Packet Loss</b>	0% - 0.05%	Target Met
	> 0.05% - 0.08%	5%
	> 0.08% - 0.1%	10%
	> 0.1% - 0.7%	25%
	> 0.7% - 1.0%	50%
	> 1.0%	100%

#### 4. LATENCY SLA

The WAVE Network is designed to provide a monthly average round trip Latency not to exceed the following:

- **Round Trip Local Market Latency of 8 ms or less**
- **Round Trip Inter-Market Latency\* of 39 ms or less**

If WAVE determines the applicable Latency target was not met in a given month and also cannot remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the WAVE NOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency Round Trip	Target Inter-Market Latency* Round Trip	Actual Latency Round Trip (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
<b>8 ms or less</b>	<b>39 ms or less</b>	≤ Target Latency	Target Met
		> Target up to 5 ms over Target	5%
		> 5 ms up to 10 ms over Target	10%
		> 10 ms up to 15 ms over Target	25%
		> 15 ms over Target	50%

\* Inter-Market Latency means up to 800 network miles between locations

#### 5. NETWORK JITTER SLA

The WAVE Backbone Network is designed to have a monthly average one-way Network Jitter **no greater than 1 ms**. If the Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30<sup>th</sup> of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the applicable Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

#### 6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

#### 7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

“Availability” means the ability of Customer to exchange Ethernet packets with the WAVE Network via Customer’s router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\begin{array}{l} \% \text{ Availability} \\ \text{(per calendar month)} \end{array} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and Phone Over Fiber Services, Availability is calculated at the individual circuit level, between WAVE’s Backbone Network and the Customer’s router port. For Dedicated Internet Access Services, Availability is calculated from the Customer’s router port through the WAVE Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

“Chronic Outage” means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore “TTR” in excess of WAVE’s targeted MTTR.

“Emergency Maintenance” means WAVE’s efforts to correct conditions on the WAVE Network that are likely to cause a material disruption to or outage in services provided by WAVE and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. WAVE may undertake Emergency Maintenance at any time WAVE deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

“Excused Outage” means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond WAVE’s reasonable control, such as, by way of example only, Force Majeure, acts or omissions of Customer or Customer’s agents, licensees or end users, electrical outages not caused by WAVE, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for WAVE’s delivery of the Services to Customer.

“Jitter” or “Network Jitter” refers to an undesirable variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

“Latency” means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on WAVE’s Network to another designated point on WAVE’s Network. Latency is calculated as aggregate average monthly metric measured by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

“Mean Time to Restore” or “MTTR” means the average time required to restore the WAVE Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes WAVE to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the WAVE NOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\begin{array}{l} \text{MTTR in Hrs} \\ \text{(per calendar month)} \end{array} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

“Outage” means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by WAVE. Unavailability does not include periods of Service degradation, such as slow data transmission.

“Packet Loss” means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured

by WAVE across the WAVE Backbone Network between a sample of WAVE POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

“Scheduled Maintenance” means any maintenance of the portion of the WAVE Network to which Customer’s router is connected that is performed during a standard maintenance window (1:00AM – 5:00AM Pacific Time). Customer will be notified via email at least seven (7) days in advance of any scheduled maintenance that is likely to affect Customer’s Service.

“Trouble Ticket” means a trouble ticket generated through the WAVE NOC upon notification of a Service-related problem. Trouble Tickets may be generated by WAVE pursuant to its internal network monitoring process, or by Customer’s reporting of a problem to the WAVE NOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the WAVE NOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by WAVE will not provide a basis for Customer credits or Chronic Outage remedies.

“WAVE Network” means all equipment, facilities and infrastructure that WAVE uses to provide Services to Customer, and includes Customer’s access port. The “WAVE Network” does not include Customer owned or leased equipment (unless leased from WAVE), or any portion of Customer’s local area network after the demarcation point for the Services provided by WAVE.

“WAVE Backbone Network” means WAVE’s core fiber backbone that connects WAVE’s POPs and regional hubs.

“WAVE’s Network Operations Center” or “WAVE’s NOC” means WAVE’s network operations center which is staffed 24x7x365 and can be reached at: 888-317-0488.

## **8. CLAIMING CREDITS AND REMEDIES**

**8.1 Requesting SLA Related Credits and Chronic Outage Remedies.** To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be in good standing with WAVE and current in its financial obligations to WAVE. Credits are exclusive of any applicable taxes charged to Customer or collected by WAVE.

- (i) To claim SLA-related Service credits, Customer must do the following:
  - (a) Open a Trouble Ticket with the WAVE NOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);
  - (b) Submit a written request for the credit(s) to WAVE’s customer service department within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and
  - (c) Provide the following documentation when requesting the credit(s):
    - Customer name and contact information;
    - Trouble Ticket number(s);
    - Date and beginning/end time of the claimed Outage or failed SLA metric;
    - Circuit IDs for each pertinent circuit/path; and
    - Brief description of the characteristics of the claimed Outage or failed SLA metric.
- (ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:
  - (a) Open a Trouble Ticket regarding the Chronic Outage with the WAVE NOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;
  - (b) Submit a written request for a remedy regarding the Chronic Outage to WAVE’s customer service department within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and
  - (c) Provide the following documentation when requesting the remedy:
    - Customer name and contact information;
    - Type of remedy requested (e.g., substitution or termination);
    - Trouble Ticket numbers for each individual Outage event;

- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

**8.2 WAVE's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by WAVE. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, WAVE will evaluate the claim and respond to Customer within thirty (30) days. If WAVE requires additional information in order to evaluate Customer's claim, WAVE will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives WAVE's request for additional information in which to provide the requested information to WAVE. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. WAVE will promptly notify Customer of WAVE's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, WAVE will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, WAVE will notify Customer of the date on which the requested substitution or termination will occur. WAVE's determination regarding whether or not an SLA has been violated shall be final.

**8.3 Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected circuit and Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) The acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) The failure of or refusal by Customer to reasonably cooperate with WAVE in diagnosing and troubleshooting problems with the Services, including the unavailability of required Customer personnel due to Customer's failure to keep WAVE provided with current and accurate contact information for such personnel; (iii) Scheduled Service alteration, maintenance or implementation; (iv) The failure or malfunction of network equipment or facilities not owned or controlled by WAVE or WAVE's Affiliates; (v) Force majeure events; (vi) WAVE's inability (due to no fault of WAVE) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (viii) WAVE's termination of the Service for cause, or as otherwise authorized by the MSA; (ix) Improper or inaccurate network specifications provided by Customer; (x) Interruptions resulting from incorrect, incomplete or inaccurate Service orders from Customer; (xi) Special configurations of the standard Service that have been mutually agreed to by Customer and WAVE, unless a separate Service Level Agreement for the special configuration has been established with the Service Order; or (xii) WAVE's inability to deliver Service by the Customer's desired due date.