

SERVICE ORDER

MSA ID 03/8/2018
MSA Date 03/08/2018
MSA Attachment 00002
Service Order Term Length Co-terminous

I. SERVICES REQUESTED: The Service(s) requested by Customer to be provided by CCI under the Agreement are as follows:

Davis Joint Unified School District Office
 526 B St
 Davis, Ca 95616

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge per Unit (Base Monthly Rate)	(f) Total of Monthly Recurring Charges ("MRC(s)") by Service
1	Dedicated Fiber Internet Access	5 Gbps Internet access	0.00	3,900.00	3,900.00
1	Switched Ethernet Transport	500mb from District office to 4235 Forcum Ave, Ste 500, McClellan, Ca	0.00	725.00	725.00

DJUS District Office Site Total:

Site MRC: \$ 4,625.00
 Site NRC: \$ 0.00

Davis Joint Unified – Data Center
 4235 Forcum Ave, Ste 500
 McClellan, Ca 95652

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) ("NRCs") (if any)	(e) Unit Price or Base Monthly Recurring Charge per Unit (Base Monthly Rate)	(f) Total of Monthly Recurring Charges ("MRC(s)") by Service
1	Switched Ethernet Transport	500mb from 4235 Forcum Ave, Ste 500, McClellan, Ca to District Office at 526 B St, Davis	0.00	725.00	725.00

Davis Joint Data Center Site Total:

Site MRC: \$ 725.00
 Site NRC: \$ 0.00

Total MRC: \$ 5,350.00
Total NRC: \$ 0.00

Site Name	Site Notes
DJUSD Office 526 B St, Davis	Eligible for Erate discounts – all co-terminous. No services will be installed or billed prior to ERATE effective date of July 1, 2020
DJUSD Data Center McClellan	Eligible for Erate discounts – all co-terminous. No services will be installed or billed prior to ERATE effective date of July 1, 2020

CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

- (a) **Total base monthly recurring charge(s) (“Monthly Recurring Charge(s)”, or “MRC(s)”)** (the total of the base amounts payable each month for all Services (taxes and other charges are extra): \$ 5,350.00.
- (b) **(If applicable): One-time hardware** and related license purchases: \$ 0.00.
- (c) **Installation fee** (a one-time, non-recurring charge): \$ 0.00.

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by Customer. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. For information regarding Trouble Reporting and Maintenance Scheduling see https://www.consolidated.com/trouble_reporting. All pricing is exclusive of (i) any non-recurring charges incurred that are not reflected above, (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi- governmental assessments, which are payable by Customer. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. Customer is responsible for all individually-charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit. Costs for in-building or other site work beyond the demarcation point, including but not limited to installation of risers, ports, jacks, data drops or inside wiring, are additional. Rates are available upon request if Customer is interested in CCI performing installation of jacks, data drops, inside wiring or other items on Customer’s premises.

TERM OF SERVICES. The initial Term for each Service is Co-Terminous and will begin on the date that the Service is first made available to Customer for use. Each of the Services will be provided for the Term set out above, but not less than a Term of twelve (12) months from the Service availability date except where applicable law provides otherwise. After the initial Term, this Agreement and the Term for each Service will automatically be extended on a month to month basis, unless either party provides at least thirty (30) days written notice of termination to the other.

CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or installation fails because of your action or inaction, and is not later completed, you agree to pay to CCI a cancellation charge equal to four (4) months of Monthly Recurring Charge, plus all costs incurred by CCI in connection with the extension of facilities to your location and for installation, including both CCI and third party costs. The cancellation charge shall be paid to CCI not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If CCI or an affiliate has provided any equipment to you, the equipment must be returned to CCI in good condition or we will charge you for its cost. Notice of any Service termination must be submitted in writing to CCI. If you terminate any Service after the Service is first made available to you and before the end of the applicable Term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, an early termination charge will become immediately due and payable by you to us for the Service(s) involved as follows (i) you are responsible for 100% of the Monthly Recurring Charges for each affected Service for each of the first twelve (12) months remaining in the Term; and (ii) you are responsible for 50% of the Monthly Recurring Charges for each affected Service for any remaining period after the first twelve (12) months of the Term, if any. In addition to this early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination, (ii) any non-recurring charges (including any non-recurring charges that were waived by CCI at the time the Services were ordered) that are due or that become due and that are unpaid as of termination, (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs, (iv) all costs incurred by CCI, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you, and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to CCI in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a Term at least as long as the remaining Term on this Agreement.

911 SERVICES; CONSENT TO SHARE INFORMATION. If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where the related CCI Service is actually installed by CCI. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be

able to determine the actual location from which an emergency call is made. You give consent to CCI to (i) share information with affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions, and (ii) provide information on other CCI Services.

REGULATORY JURISDICTION ATTESTATION. Customers must indicate whether traffic on their circuit(s) is interstate or intrastate. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Please specify the circuits ordered as either jurisdictionally interstate or intrastate. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

Please indicate jurisdiction:

- Interstate**
- Intrastate**

The identified Consolidated Communications provider (CCI):

By: _____

Name: _____

Title: _____

Signature Date: _____
0002

**Davis Joint Unified School District
(Customer):**

By: _____

Name: Bruce E. Colby

Title: Chief Business Officer

Signature Date: _____

The obligations of either party under this Agreement are not effective until it is signed by an authorized representative for each party.

ATTACHMENT 1

**INSERT ANY SERVICE SPECIFIC TERMS AND CONDITIONS
AND
ANY APPLICABLE SLA RELATED TO THE INITIAL SERVICE ORDER**

Dedicated Internet Services

Interconnection Specifications

Internet service will be delivered using American National Standards Institute (ANSI) specifications. The signal characteristics and supported MAC Layers at the Network Interface (NI) will be as specified in the ANSI standards. The Physical NI will be dependent on the physical data rate contracted.

Performance Standards: General

Internet availability standards apply on a one-way basis between the Internet Service point of demarcation (DEMARC) and Provider's ingress/egress Internet uplinks. Internet service performance standards apply on a one-way basis between Provider's edge router and Provider's ingress/egress Internet uplinks. Internet service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual availability and performance of Internet service may be affected by the Customer provided equipment, dependent upon the type and quality of Customer equipment used.

Latency and Packet Loss

Performance is noted in terms of latency and packet loss. Latency is defined as the average time it takes a packet to travel round trip from Provider's edge routers and the Internet ingress/egress points over a given measurement interval. Packet Loss Ratio is defined as percentage of in-profile Internet frames not reliably delivered between Provider's edge routers and the Internet ingress/egress points over a given measurement interval. The Latency and Packet Loss Ratio standards for Internet service are:

Specification	Monthly Average
Latency	No more than 30ms
Packet Loss Ratio	No more than 0.5%

Availability Objective

Availability is a percentage of total time that service is operative when measured over a 30 consecutive day (720 hour) period. The end-to-end availability standards for Internet service are:

Specification	Availability
With Single Cable Entrance	99.90%
With Dual Cable Entrance	99.99%

Inoperability

Internet service is considered inoperative when there has been a loss of signal, or a packet loss ratio greater than 0.5%.

Repair and Scheduled Maintenance

Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of Internet service by the customer for testing. Customer will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards shall not apply during scheduled maintenance periods.

ATTACHMENT 2

**INSERT ANY SERVICE SPECIFIC TERMS AND CONDITIONS
AND
ANY APPLICABLE SLA RELATED TO THE INITIAL SERVICE ORDER**

Ethernet Switched Services

Interconnection Specifications

Ethernet service will be delivered at standard 10/100/1000 Mbps interfaces. The signal characteristics and supported MAC Layers at the Network Interface (NI) will be as specified in the IEEE 802.3-2002 standard. Unless mutually agreed upon by Provider and Customer, the Physical NI for Gigabit Ethernet Services delivered on the core ring will be a duplex FC-PC connector on Provider's Fiber Distribution Panel (FDP). For 10/100 Ethernet Service at remote sites, the Physical NI will be at an RJ-45 jack on the Rate Interface Converter (Media Converter).

Performance Standards

Ethernet service standards apply on a one-way basis between the Ethernet Service points of demarcation (DEMARC), which are Provider installed designated Category 5 Patch Panel for electrical, FDP for optical interfaces or Provider edge equipment service port when patch panels are not utilized. When a 3rd party provider is used to extend the Provider network, standards apply only to the Provider networks handoff (Network to Network Interface) to the 3rd party. Ethernet service standards exclude nonperformance due to force majeure or planned interruptions for necessary maintenance purposes. The actual end- to-end availability and performance of Ethernet service may be affected by the Customer provided equipment, dependent upon the type and quality of Customer equipment used.

Availability Objective

Availability is a percentage of total time that service is operative when measured over a 30 consecutive day (720 hour) period. The end-to-end availability standards for Ethernet service are:

Specification	Availability
Fiber Access – Linear and Ring Protection with Redundant CPE	99.999%
Fiber Access – Linear and Ring Protection with Non Redundant CPE	99.99%
Copper Access	99.95%

Inoperability

Ethernet service is considered inoperative when there has been a loss of signal, or Packet Loss, Jitter or Latency does not meet the performance specifications below within any Calendar month.

Packet Loss

Performance is noted in terms of packet loss. Packet Loss Ratio is defined as percentage of in-profile Ethernet frames not reliably delivered between Provider DEMARCs over a given measurement interval. The Packet Loss Ratio standards for end- to-end portions of Internet service are:

Specification	Monthly Average
Packet Loss Ratio	No more than 0.5%

Latency

Latency, also known as delay, is a measure of the time required to transmit a Service Frame from the source to the destination across the Layer 2 Ethernet network and back to the source. The Latency standard for Ethernet service is:

Specification	Monthly Average
Latency	<30ms (Round Trip)

Jitter

Jitter is a variation of latency. It is the variation in time between packets arriving, caused by network congestion, timing drift, or route changes. End-to-end Jitter standards for Ethernet service are:

Specification	Ethernet Service
Jitter Rate	No more than 1ms

Mean Time to Repair

Mean Time to Repair (MTTRepair) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device.

Specification	Monthly Average
Mean time to Repair	4 hours

Mean Time to Repair CPE Extended Service Area

Mean Time to Repair (MTTR_{Repair}) is a basic measure of the maintainability of repairable items. It represents the average time required to repair a failed component or device. Extended Service Area refers to areas outside of direct field technician coverage, whereas the use of a third party may be utilized for purposes of installation and repair support.

Ethernet Switched Service – Extended Service Area	Next Business Day
Ethernet Switched Service – Extended Service Area - Upgrade	4 hours

Mean Time to Respond

Mean Time to Respond (MTTR_{Respond}) is a measure of the average time required to acknowledge the trouble ticket and dispatch technical personnel if required.

Specification	Monthly Average
Mean time to Respond	1 hour

Repair and Scheduled Maintenance

Repair efforts will be undertaken upon notification of trouble by internal network surveillance and performance systems or by notification of trouble and release of Ethernet service by the customer for testing. Customer will be notified a minimum of five (5) business days in advance of any scheduled maintenance. Scheduled maintenance will be performed in a manner that minimizes any system interruption. Performance and availability standards shall not apply during scheduled maintenance periods.