

**CONTRACT NAME: AGREEMENT BETWEEN
CONSOLIDATED COMMUNICATIONS, INC. AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: These are amendments to the agreement dated February 27, 2014 between Consolidated Communications, Inc. and Davis Joint Unified School District to provide a fax line, additional phone lines and internet connections for the property at 4632 2nd Street, #120 which will house the Yolo-Solano Teacher Induction and Intern Programs.

The fiscal impact to the District for this service is \$867 per month with a one-time charge of \$500 for installation.

AMENDMENT NO. 5 TO BUSINESS SERVICE AGREEMENT

This **Amendment No. 5** ("Amendment") is made as of this **June 1, 2017** (the "Effective Date") between **Davis Joint Unified School District** ("Customer") and the Consolidated Communications entity ("CCI") identified on the Business Service Agreement ("Agreement") between CCI and Customer, executed by Customer as of **June 1, 2017** (the "Agreement Effective Date").

In consideration of the mutual promises and commitments set out herein, Customer and CCI agree as follows:

1. **GENERAL OBJECTIVE OF AMENDMENT.** Customer and CCI seek to modify the Agreement generally to do the following: This **Amendment 5** is intended to **Add** services of the Master or Business Service Agreement dated **February 27, 2014** and is effective upon signatures by both parties.

2. **SPECIFIC AGREEMENTS AND TERMS.** To achieve the general objective set out in Section 1, Customer and CCI agree as follows:

| | |
|---|--|
| Customer Name: | Davis Joint Unified School District |
| Location(s) Where Services Are To Be Provided: | 4632 2nd Street #120 Davis CA 95618 |

Term: 36 Months

| Service NOTE: Some services are provided only under Tariffs or fixed price schedules. If such a service is being provided under this Agreement, the tariff or price schedule must be entered on this form. | | Quantity Ordered | Unit Price or Base monthly Recurring Charge per Unit (Base Monthly Rate) | Total of Monthly Recurring Charges ("MRC(s)") by Service |
|--|--|---------------------|---|---|
| Access Line - Measured 3 year | | 1 | \$12.00 | \$12.00 |
| Total MRC/MO: | | | | \$12.00 |

| One Time Charges (if applicable) Equipment may be listed here or on an extra page Non-Recurring Charge(s), Installation Charge(s), Expedite Charge(s) | | Quantity | One Time Charge | Total One Time Charge (by Service) |
|--|--|----------|-----------------|--|
| Total NRC: | | | | 0 |

Notes:

(The Amendment terms will be specific to the objective and state in detail any changes being made to the Agreement. Usually the terms will be individually numbered. The nature of the amendment may be entirely spelled out here, or may also be set out in an attachment or exhibit that is identified here and incorporated by reference.)

3. **CONSTRUCTION; REMAINDER OF AGREEMENT REMAINS IN EFFECT.** Terms used in this Amendment have the same meaning as they do in the Agreement. Except as set out in this Amendment, all other terms and conditions of the Agreement remain in full force and effect. Any further amendment to the Agreement must be in writing and signed by both parties.

4. **AUTHORITY.** The persons signing this Amendment represent that they have the authority to execute this Amendment for their respective parties.

In witness whereof, CCI and Customer have executed this Amendment as of the Effective Date set out above.

The identified Consolidated Communications entity (CCI)

Davis Joint Unified School District (Customer)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Amendment 4
AMENDMENT NO. 4 TO BUSINESS SERVICE AGREEMENT

This **Amendment No. 4** ("Amendment") is made as of this **May 25, 2017** (the "Effective Date") between **Davis Joint Unified School District** ("Customer") and the Consolidated Communications entity ("CCI") identified on the Business Service Agreement ("Agreement") between CCI and Customer, executed by Customer as of **May 25, 2017** (the "Agreement Effective Date").

In consideration of the mutual promises and commitments set out herein, Customer and CCI agree as follows:

1. **GENERAL OBJECTIVE OF AMENDMENT.** Customer and CCI seek to modify the Agreement generally to do the following: This is intended to **Add** services of the Master or Business Service Agreement dated **February 27, 2014** and is effective upon signatures by both parties.

2. **SPECIFIC AGREEMENTS AND TERMS.** To achieve the general objective set out in Section 1, Customer and CCI agree as follows:

| | |
|---|--|
| Customer Name: | Davis Joint Unified School District |
| Location(s) Where Services Are To Be Provided: | 4632 2nd Street #120 Davis CA 95618 |

Term: 24 Months

| Service NOTE: Some services are provided only under Tariffs or fixed price schedules. If such a service is being provided under this Agreement, the tariff or price schedule must be entered on this form. | | Quantity Ordered | Unit Price or Base monthly Recurring Charge per Unit (Base Monthly Rate) | Total of Monthly Recurring Charges ("MRC(s)") by Service |
|--|--|------------------|--|--|
| National Unlimited 2 year | | 5 | \$39.99 | \$199.95 |
| Fiber Internet 50 Mbps/50 Mbps internet Access 2 year | | 1 | \$655.00 | \$655.00 |
| Total MRC/MO: | | | | \$854.95 |

| One Time Charges (if applicable) Equipment may be listed here or on an extra page Non-Recurring Charge(s), Installation Charge(s), Expedite Charge(s) | | Quantity | One Time Charge | Total One Time Charge (by Service) |
|--|--------------|----------|-----------------|------------------------------------|
| Expedite Charge | Expedite Fee | 1 | \$500.00 | \$500.00 |
| Total NRC: | | | | \$500.00 |

Notes:

(The Amendment terms will be specific to the objective and state in detail any changes being made to the Agreement. Usually the terms will be individually numbered. The nature of the amendment may be entirely spelled out here, or may also be set out in an attachment or exhibit that is identified here and incorporated by reference.)

3. **CONSTRUCTION; REMAINDER OF AGREEMENT REMAINS IN EFFECT.** Terms used in this Amendment have the same meaning as they do in the Agreement. Except as set out in this Amendment, all other terms and conditions of the Agreement remain in full force and effect. Any further amendment to the Agreement must be in writing and signed by both parties.

4. **AUTHORITY.** The persons signing this Amendment represent that they have the authority to execute this Amendment for their respective parties.

In witness whereof, CCI and Customer have executed this Amendment as of the Effective Date set out above.

The identified Consolidated Communications entity (CCI)

Davis Joint Unified School District (Customer)

By: _____

By: _____

Name: _____

Title: _____

Name: _____

Title: _____

The obligations of CCI under this Agreement are not effective until it is signed by an authorized CCI representative.

Rev 3 1 14

Signature: Bruce E. Colby
Bruce E. Colby (May 25, 2017)

Email: bcolby@djustd.net

Title: Chief Business Officer

Company: Davis Joint Unified School District

Signature:

Email: marc.buzdon@consolidated.com

Title:

Company: