

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

**BRIEF DESCRIPTION OF CONTRACT:** This agreement is for district internet connectivity, including connections to Quest, Yolo County Office of Education and the Yolo-Solano Center for Teacher Credentialing. This contract will supersede and replace existing contracts for internet connectivity to these locations and allow DJUSD to leverage maximum E-rate discount pricing, saving approximately \$3,000 per month.

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is made as of March 8, 2018 (the “**Effective Date**”) by and between Davis Joint Unified School District (“**Customer**”), a(n) California company, and the Consolidated Communications company identified below (“**CCI**”).

The CCI company that is the party to this Agreement is identified by the state where services will be provided and the specific services sought by Customer, are listed in **Addendum 1** of this agreement.

This Agreement is made to facilitate the multiple sales of local, intrastate and interstate telecommunications services and/or for Internet services. Customer has an interest in purchasing additional Services on an ongoing basis, or from time to time in the future, rather than limiting its purchases to a single transaction.

Central office collocation may be covered by this Agreement but requires a separate addendum. Long distance and other services may be provided by an entity other than CCI. Data center space and related services must be procured under a different agreement and are not covered by this Agreement.

In consideration of the promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCI and Customer agree as follows:

1. PURPOSE. Customer desires to purchase certain services (“**Services**”) from CCI that CCI makes available to customers from time to time. This Agreement is intended to outline the core terms and conditions that will apply to each purchase and to the provision of such Services to help expedite orders by Customer. This Agreement is accompanied by an initial Customer commitment to purchase Services (“**Initial Service Order**”), attached hereto as **Attachment 1** and made a part of this Agreement. The form of the Initial Service Order will be used for additional Service Orders.

2. TERM OF THE AGREEMENT; TERM OF SERVICE ORDER.

(a) Agreement Term. This Agreement becomes binding on the Parties as of the Effective Date and unless earlier terminated according to its terms, shall remain in effect for **60 months** (the “**Term**”). This Agreement shall continue on a month-to-month basis thereafter for any Service that continues to be provided by CCI, until the relevant Service term is completed and full payment for Service is made, or until the Parties agree otherwise in writing.

(b) Service Term. A term for a Service need not be the same as the Term for this Agreement. A term for a Service shall be effective for the period stated on the applicable Service Order unless earlier terminated pursuant to this Agreement. The minimum term for any Service is twelve (12) months, unless otherwise expressly stated on the Service Order. The initial term for a Service will be automatically extended for an additional twelve (1) month period, unless CCI receives written notice of termination at least thirty (30) days prior to the end of the term stated on the Service Order or the Service is otherwise cancelled as provided herein. After the initial extension, the Service term will continue on a month to month basis, subject to termination by either Party on thirty (30) days’ written notice or as otherwise provided herein. CCI may modify any terms and conditions related to a Service, including rates and charges, at any time after the initial term period on thirty (30) days written notice to Customer, which modification shall be effective prospectively as of the end of the thirty (30) day notice period. If CCI gives notice to modify material terms of this Agreement, Customer may cancel the Service on written notice to CCI and payment for the Service through the time it is actually terminated.

3. SERVICES AND FACILITIES.

(a) Basic Undertaking. CCI will provide Customer with the Services listed on the Initial Service Order and any other Service(s) sought by Customer from time to time and that CCI agrees to provide, as described in one or more new Service Order(s) signed by both Parties. Each Service Order shall identify the Service requested, and for each Service the requested delivery date, the applicable term, the base recurring and non-recurring rates and charges applicable or estimated to be applicable to the Service (excluding usage and other variable charges), and where appropriate, the relevant route and/or end points where the Customer requests that the Service originate and terminate. Each Service Order shall also identify any diversity or other special requirements. Service-specific terms and conditions for Services, including any Service Level Agreement (“**SLA**”) for a Service may be attached to this Agreement as **Attachment 2**, and will be updated for any future Service Order(s). Any requested delivery date is an estimate only; the actual delivery date will be set by CCI in consultation with Customer during the period after the Service Order is executed. Until it accepts a Service Order in writing, CCI may reject all or any part of a Service Order. If CCI rejects part of a Service Order, Customer may revise the Service Order in consultation with CCI so it will be mutually acceptable, or it may cancel other Services on the Service Order that are related to the rejected portion on prompt written notice to CCI.

Services will be made available on the terms and conditions outlined in this Agreement and on any relevant addenda that contain terms and conditions specific to the requested Service. This Agreement and any addenda shall control over any inconsistent term or condition in a Service Order unless the Service Order indicates that its language is intended to prevail over an identified provision of this Agreement or an addendum. Service terms and conditions, including applicable rates and charges, may be modified by CCI as of the end of any Service term on thirty (30) days’ written notice to Customer, and such modification shall become effective prospectively. In the event that the modification is not acceptable to Customer, Customer may cancel the affected Service. Cancellation will not affect Customer’s commitments for any other Services.

In certain cases as determined from time to time by CCI based upon Customer’s Service Order, a Service may be provided to Customer by a CCI affiliate. Customer agrees to execute such additional forms and authorizations as are reasonably requested by CCI or an affiliate of CCI in connection with the provision of such Service. CCI may also utilize third party providers to provide services and/or facilities to complete a Service Order where it does not itself offer the service or does not have all necessary facilities of its own in the relevant area. CCI will remain responsible for performance of its obligations under this Agreement unless otherwise agreed in the Service Order.

(b) New Service Orders; Terms and Confirmation. Customer may contact CCI at any time after the Effective Date to seek additional Services by forwarding a proposed Service Order in a mutually agreed format, including a requested delivery date. CCI will acknowledge receipt of each

new Customer Service Order request. Acknowledgement does not imply Service Order acceptance. Customer will be advised of the current Service installation and delivery intervals on request. Any additional term or condition that Customer inserts into any Service Order or other request will not be effective unless specifically incorporated in any subsequent CCI written Service Order confirmation (“Order Confirmation”). CCI will thereafter review the Service Order request and either send Customer an Order Confirmation or reject the Service Order. CCI may advise Customer of terms and conditions, including costs, under which it will provide the Service. CCI may notify Customer prior to issuance of the Order Confirmation that it cannot meet a requested Service delivery date, and indicate a different estimated service delivery interval or Delivery Date. If the alternative date is unacceptable to Customer, Customer may withdraw the Service Order or any Service on it. If the Parties agree upon terms and conditions, CCI will send Customer an Order Confirmation. No Service Order shall be deemed accepted except by a written Order Confirmation.

- (c) Service Delivery Dates. Each Order Confirmation will indicate the estimated delivery date (“Delivery Date”) for each Service and state the additional conditions and/or costs agreed to by the Parties, if any. Customer may request that a Service Order be expedited. If CCI agrees to expedite a Service Order, a Service expedite charge may apply. CCI will notify Customer of the amount of any such expedite charge, and if the Parties agree, the expedite charge will be included in the Service Order or in the Order Confirmation. Except for ICB (individual case basis) Services, all Service Orders without an expedite request are submitted with the expectation that the Services will be delivered within CCI’s then-applicable standard delivery intervals for such installations. Expedite dates for ICB Services are unique and will be established only by mutual agreement.
- (d) Customer Commitment, Authorizations and Responsibilities In Connection with Service Transfer. It is Customer’s sole responsibility to coordinate any transfer of service, to place any necessary out orders and to cancel all services being upgraded or replaced, whether with CCI or with other providers, and to avoid continued billing. CCI is not responsible to cancel any such services, whether with Customer’s prior or existing service providers or otherwise. Customer will be solely responsible for any charges claimed to be due for services that are not cancelled.
- (e) Customer Cancellation: Cancellation Charge. A Service Order that is submitted by Customer and accepted in writing by CCI with an Order Confirmation becomes binding on Customer. Customer may withdraw or cancel a Service Order or individual Services on it without charge at any time prior to the time CCI issues the Order Confirmation. If Customer cancels a Service Order or any Service on it after Order Confirmation but before the Delivery Date, Customer will be responsible for a cancellation charge equal to the sum of: (a) CCI’s out-of-pocket costs and the costs involved with any third party commitments and cancellations related to the Service(s) cancelled; and (b) the base recurring charge for the cancelled Service(s) for a period of four (4) months. Customer agrees that this charge will fairly compensate CCI for its expenses and for a reasonable portion of its lost revenue, and is not a penalty.
- (f) Delays in Delivery. CCI may notify Customer after issuance of the Order Confirmation that it cannot meet the estimated Delivery Date or delivery interval. If CCI’s inability to so deliver the Service is not due to either Customer action or inaction (including a requested change in the Service or Customer’s failure to cooperate in Service delivery), to weather, inability of a third party provider to deliver a necessary facility or service, back-ordered equipment, or a force majeure condition, and delivery of the Service is more than thirty (30) days late, Customer may elect to receive a credit equal to one (1) full month of the base recurring charge for the affected Service(s) or to cancel the Service Order or affected Services without any cancellation charge. If Customer has paid an expedite charge, it will not be responsible for the expedite charge. This is Customer’s sole and exclusive remedy for late delivery of any Service(s).
- (g) Network and Network Facilities. Unless otherwise agreed on a Service Order, Customer shall use only CCI facilities and Services in any CCI conduit, duct, or collocation facility, except on its side of the demarcation point set by CCI. Customer shall make no change in or to the CCI network or any CCI network electronics, facilities or equipment, nor allow any third party to do so. Customer agrees to comply with prevailing telecommunications network protection and other standards that apply to each Service it procures and each CCI facility it uses.
- (h) Collocation. Any collocation by Customer in CCI facilities shall be undertaken only pursuant to a license, memorialized through a separate Service Order or separate written agreement, and containing terms and conditions established by CCI for occupancy of its property. If the term of a Service Order that is related to a collocation agreement expires or is terminated for any reason, and there is no other independent Service arrangement calling for collocation in such facilities by Customer, CCI may elect to terminate the collocation agreement at any time thereafter on written notice to Customer.
- (i) Equipment. Unless otherwise agreed in writing, CCI will not provide any equipment other than that currently incorporated into its network, and that which it routinely uses to transport Services to and from the premises of other business customers.
- (j) Property Access and Network Interconnection: Costs. Customer agrees to provide CCI with reasonable access to all locations where a Service will be installed and/or provided, and to cooperate with CCI during installation and work related to provision of Service. While CCI will normally manage the right of entry process, Customer is responsible to procure, at its own cost, the following: (i) permits and authorizations it may require for any premises where it provides any service to its own end user or other customer; (ii) authorizations from an owner, manager or landlord related to installation and/or use of any conduit, ductwork, risers, cable runs and equipment rooms on premises occupied by Customer or where Services are to be installed and provided, (iii) any interconnection with an entity other than CCI, and (iv) any additional equipment and any power required for such equipment. For all cases in which CCI requires interaction with another carrier, provider, property owner, landlord or manager to provide a Service to Customer, Customer shall execute on request a designation allowing CCI to operate as Customer’s representative in regard to such interconnection and for access to all property and premises required to provide the Service. Unless otherwise agreed in writing, Customer shall be solely responsible for all costs related to such interconnection, property access or additional facilities. If Customer does not secure access authority in time for CCI to meet the estimated Delivery Date, either Party may terminate the affected Services on written notice to the other without any early termination charge, but Customer will be responsible to CCI for the cancellation charge for each cancelled Service, for all costs incurred by CCI and with third parties to extend facilities to the Service location and to cancel them. If CCI is required to pay for access to serve Customer, whether on a one-time or recurring basis, Customer will be notified of the costs,

and those costs will be passed on to it. If Customer declines to pay such costs, CCI may terminate any affected Services and Customer will be responsible to CCI for the cancellation charge for each cancelled Service, for all costs incurred by CCI and with third parties to extend facilities to the Service location and to cancel them.

If access rights are terminated during the Term by any third party, or if the terms and conditions for access are materially changed by any third party (including new or increased access fees or other charges), regardless of whether this occurs for breach, for convenience or otherwise, CCI may elect to terminate this Agreement on written notice to Customer unless Customer procures new access rights or assumes responsibility in connection with any new terms and conditions, including any new or increased fees or charges.

CCI will deliver Service to a demarcation point established by mutual agreement in accordance with applicable law and/or regulation, or in lieu thereof, established by CCI at or near the Service location. CCI responsibilities to deliver and maintain Service end at the demarcation point. There may be additional charges for extending the demarcation point to serve Customer beyond that called for in applicable law and regulation. All additional end-point and interim drops, points of presence (“POPs”) and other points of interconnection shall be made available in CCI’s reasonable discretion and at Customer’s cost.

#### 4. INSTALLATION, TESTING AND ACCEPTANCE.

- (a) Installation and Testing. CCI will perform all installation and other work at the location where Service is provided in a competent manner, and any damage to real or personal property at such location will be promptly repaired or corrected. CCI will test each Service(s) to assure that it will operate satisfactorily and will meet any identified technical specifications that are applicable to the Service (“**Technical Specifications**”). CCI is not responsible for configuring, testing or troubleshooting any Customer or third party equipment, for coordinating any Customer or third party installation with other telecommunications, data, equipment or IT vendors, or for lighting dark fiber. If a Service does not conform to the Technical Specifications, CCI will correct such nonconformity and conduct additional testing prior to making the Service available to Customer.
- (b) Acceptance. CCI will tender the Service to Customer when it becomes available for Customer use. Customer may test the Service when it is tendered. Acceptance of a Service shall be deemed to have occurred on the earliest of any of the following: (i) the date Customer informs CCI that the Service is accepted; (ii) the date that Customer commences use of the Service for any purpose other than internal testing; (iii) the date Customer allows any other person to use the Service; or (iv) three (3) business days after CCI makes the Service available to Customer, if Customer does not give written notice of any failure of the Service to conform to the Technical Specifications within such period, identifying the nature of the nonconformance. The date of Acceptance shall be deemed the “**Acceptance Date**”. The payment obligation of Customer shall commence on the Acceptance Date. No Customer contract right to use a Service shall be effective until Acceptance. If Customer gives CCI timely written notice of nonconformance of a Service to the Technical Specifications (not due to action or inaction of Customer or a third party), CCI will assess and correct such nonconformity, and will thereafter notify Customer that the Service is available, providing an additional three (3) business days for Customer testing and Acceptance, or for Customer to provide additional written notice of any further nonconformance. If CCI fails to correct an identified Service nonconformance that is not attributable to Customer or a third party within thirty (30) days after it is first made available to Customer, the affected Service may be cancelled by Customer on written notice to CCI without any cancellation charge or early termination charge. If a Service is cancelled, neither Party shall have any further obligation with respect to the cancelled Service. If an advance payment was made for the Service, the payment shall be refunded or applied to another Service, at Customer’s option.
- (c) Design Layout Records (“DLRs”). At Customer’s request, CCI will provide Customer with a copy of final DLRs for each Service within ten (10) business days after the Service is delivered and accepted by Customer.

#### 5. CHARGES AND PAYMENT.

- (a) Billing and Payment Terms. Customer will be billed on a monthly basis. Generally, recurring charges and fees, installation related non-recurring charges, and any security deposit will be billed in advance, and non-recurring charges and fees will be billed in arrears. Customer agrees to timely pay invoiced amounts by the due date stated on the bill. Charges and fees may become applicable for usage and for moves, changes, rearrangements, disconnections, held orders, suspensions, Customer-delayed installation and other events or activities after the Delivery Date. Unless a maintenance fee is stated on the Service Order, no maintenance fee is payable with respect to the Services. CCI is not responsible for maintenance of any facilities or equipment of Customer.

Payment is due by the due date stated on the bill. In the absence of any due date stated on the bill, payment is due within thirty (30) days of the later of the billing date or the most recent Service date identified on the bill. If a bill is not paid by the due date, interest shall accrue on the unpaid balance at a rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, if lower. Notwithstanding anything in this Agreement to the contrary, no payment due under this Agreement is subject to reduction, set-off, abatement or adjustment of any nature by Customer, except for amounts timely disputed in good faith by Customer as provided herein. Customer is responsible for all use of its Services. Customer is also responsible for all related Taxes, as defined herein. Any installation fees that are waived are waived on the express condition that Customer will timely pay for the related Service(s) throughout the term stated on the Service Order. For such time as is permitted by law, CCI may bill Customer for Services received or used by Customer and for which Customer has not been billed.

- (b) Billing Disputes. If Customer has a good faith dispute related to a bill, it shall provide written notice to CCI within ninety (90) days of the invoice date, describing in reasonable detail the basis for the dispute, and paying all amounts not in dispute, if a dispute is raised at any time after the date that payment was due, a dispute will be validly raised only if the amount in dispute was timely paid. If Customer does not timely raise a dispute, the bill will become final, unless CCI later determines it is in error. CCI will use reasonable efforts to resolve timely disputes within thirty (30) days after its receipt of written notice from Customer. Customer agrees to cooperate in resolving all disputes. If a dispute is not resolved within the thirty (30) day period, then at Customer's request the dispute may be referred to a senior executive of CCI. If a dispute is resolved in favor of CCI,

Customer shall pay the amount due on the next invoice provided, including any interest or late charge. If a dispute is resolved in favor of Customer, CCI shall pay or credit to Customer within two billing cycles the amount to which Customer is entitled, including any interest paid. If Customer is dissatisfied with the outcome of the bill dispute Customer may pursue any of its legal remedies.

- (c) Security. All Services are provided subject to verification of Customer's good credit before installation, and Customer's timely payment and continued good credit after installation. If Customer's credit is not acceptable to CCI, or if CCI concludes during the Term that there has been a significant adverse change in Customer's credit, or if Customer is late in payment, CCI may: (1) require a deposit or an increase in an existing deposit; (2) deny or conditionally grant requests for additional Services; (3) suspend any existing Service on notice if CCI perceives a present inability to pay for it; and/or (4) elect to terminate any existing Service(s) and/or this Agreement without further notice. If Customer fails to timely pay for Services, CCI may apply all or any part of the security deposit to amounts that remain unpaid and that are not subject to a good faith dispute, and reserves all of our other remedies.
- (d) Early Termination Charge. If Customer terminates any Service after it is first made available, and before the end of the applicable Service Term, for any reason not permitted by this Agreement, or if CCI terminates any Service or this Agreement for Customer's breach, an early termination charge will become immediately due and payable to CCI by Customer for the Service(s) involved as follows:
- Customer is responsible for 100% of the Monthly Recurring Charges for each affected Service for each of the first twelve (12) months remaining in each Service Term;
  - Customer is responsible for 75% of the Monthly Recurring Charges for each month remaining in the next twelve (12) months of each Term, if any; and
  - Customer is responsible for 50% of the Monthly Recurring Charges for any remaining period after the twenty-fourth (24<sup>th</sup>) month of each Term, if any.

Customer is also responsible for: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation even if an installation charge was not charged earlier; (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 Customer; (v) all usage through the date the Service is actually terminated; and (vi) all Taxes as defined herein. Customer agrees that the early termination charge provision is a fair estimate of the damages to CCI and is not a penalty. The early termination 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 the affected Service is terminated. If CCI or an affiliate has provided any equipment, the equipment must be returned to CCI in good condition. Customer authorizes CCI to enter its premises peaceably to recover equipment during normal business hours or other reasonable times, and to charge it for its costs if CCI cannot recover the equipment in good condition. When Customer pays the early termination charge, it will have no further financial obligation under this Agreement in connection with the Service termination. Notice of any Service termination by Customer must be submitted in writing to CCI.

- (e) Taxes. Charges and fees for Service(s) are exclusive of any sales, use, excise, or other similar taxes, as well as any governmental or quasi-governmental fee, assessment, support contribution or other levy which is assessed in connection with a Service, and any related cost of administration permitted to be collected from a customer (together, "Taxes"). Customer shall pay or reimburse to CCI all such Taxes, other than Taxes on CCI's net income or personal property. If Customer believes it is exempt from any Taxes, Customer shall provide CCI with an appropriate exemption certificate for the Services, effective for the periods for which Customer claims the exemption.
- (f) Customer's Use of Services; Responsibility for Other Charges. Customer is expected to independently assess its need for backup services or redundancy, and to procure such additional services and equipment as it deems necessary. Customer controls the access of individuals to the Services, and therefore is responsible to pay for their use, including others' use of the Services and/or use of equipment. This responsibility extends to payment to any other service provider or contractor, such as a long distance company, that charges Customer or CCI for usage or for individual installation or connection charges in connection with Customer's Services. Customer is encouraged to investigate and implement available call blocking options to protect from fraud.

## 6. OPERATION/MAINTENANCE OF THE SERVICES.

- (a) Operating Standards. During the term of this Agreement, CCI will provide the Service(s) in a manner that complies with any Technical Specifications and industry standards, as well as Service-specific terms and conditions and the requirements of any tariff, service guide, schedule or other regulatory mandate (each described in this Agreement as a "Tariff").
- (b) Maintenance and Repair. During the term of this Agreement, with the exception of inside wiring on Customer's side of the identified demarcation point, CCI shall be responsible for maintenance and repair of its Service and facilities, unless otherwise provided in a Service Order. No one else is authorized by this Agreement to undertake any work on CCI facilities and equipment. The current escalation procedures for repair and maintenance of Services is attached hereto as **Attachment 3**. **Attachment 3** may be modified and updated from time to time by CCI.
- (c) Compatibility with Certain Systems. It is Customer's sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system to which it is connected.
- (d) Scheduled Outages. If routine maintenance is expected by CCI to result in any outage of more than two (2) hours, then CCI will use commercially reasonable efforts to notify Customer in writing at least one (1) week prior to commencing such maintenance. Where practicable, CCI will perform routine maintenance affecting the Service(s) at night or otherwise outside of busy hours. CCI may conduct emergency maintenance whenever it determines it is necessary but will seek to give Customer as much advance notice of emergency

maintenance as is practicable under the circumstances. "**Emergency maintenance**" means maintenance that is reasonably necessary to correct an outage, service degradation or other significant adverse service condition.

- (e) **Customer Unscheduled Outages; Credits.** CCI will respond to any Unscheduled Outage (defined below) involving the Service(s) within four (4) hours, measured from the time that CCI receives a call from Customer reporting the event and opens a trouble ticket to the time CCI closes the ticket and advises Customer that the Outage is resolved. Customer will qualify for a credit for any Unscheduled Outage to the extent that CCI makes credits available to all similarly situated Customers, whether by SLA or otherwise. An Unscheduled Outage is a complete outage in excess of two (2) hours that is not planned or scheduled, that materially affects Customer's use of the affected Service, and that is not caused by Customer or a force majeure event. An Unscheduled Outage is measured from the time it is reported in writing to CCI until CCI resolves it. Unless otherwise provided by Tariff or this Agreement, if Customer experiences an outage on the CCI network that is not Customer's responsibility and Customer gives prompt notice of such event, and the outage extends for more than two (2) hours, Customer will receive a proportionate credit for the affected Service, i.e., an amount that reflects the proportion of the Service month that is affected by the outage, using full hours.

If there is any additional commitment by CCI to provide credit(s) for Unscheduled Outage(s) or for any other event, such as an SLA, it shall be set out in writing, executed by the Parties and attached to this Agreement or a Service Order. If Customer believes it is entitled to a credit, Customer shall notify CCI of the circumstance(s) and request the credit. Unless otherwise agreed in writing by the Parties or stated in an SLA applicable to the affected Service, no credit is available for any individual or cumulative Unscheduled Outage of less than two (2) hours in a month. No more than one (1) credit per event will be made available, and the sum of all credit(s) in any billing month will not exceed the total base monthly recurring charge for the affected Service. If there should occur within any six (6) month period more than four (4) Unscheduled Outages in excess of two (2) hours, then Customer may terminate the affected Service(s) on written notice to CCI without incurring any early termination charges, but is required to pay the charges and fees for the Service, including Taxes, until the Service is actually terminated, less any available credits. Credit or cancellation is the sole and complete remedy available to Customer for any Unscheduled Outage(s).

7. **RELOCATION.** Unless the circumstances make such notice impracticable, CCI will give Customer at least ninety (90) days prior written notice of any scheduled relocation of any dedicated facility required to provide a Service, and as much advance notice as practicable of any unscheduled relocation. Any relocation will be undertaken at no cost to Customer.
8. **USE OF THE SERVICES.** Subject to the restrictions in this Section, Customer may use the Services for any lawful purpose.
- (a) **Resale; Incorporation within Customer's Enhanced Services.** Services are provided to Customer for Customer's own use. Unless Customer is a carrier, ISP or other licensed service provider, Services are not intended for resale unless specifically agreed in writing at the time the Service Order is executed. If resale is authorized, Customer shall be exclusively responsible for interacting with its own customers and end users with respect to any Services resold by Customer, including billing, credits, installations, dispute handling and collection and remittance of all USF and other payments required by government action. Customer's obligations to CCI are not dependent on Customer's services to, or Customer's receipt of payment from its customers. Services are not portable from Customer end user to end user. Customer shall not represent that its services are provided by CCI. Customer shall comply with all other requirements of law related to such activity.
- (b) **Identification Regarding Financing or Security.** Customer shall obtain CCI's prior written consent for each event where Customer seeks to have its contract rights in any Service(s) serve as collateral or security in any form to any other person. CCI shall have the option to define the nature of the description of such contract rights, and the level of collateral or security interest to be permitted. Customer shall not seek to establish or record any property right (or any memorandum of any property right) in any route or facility, or related contract right, and any assignment for collateral or security shall be limited to the specific affirmative contract rights of Customer set out herein in the manner permitted by CCI. Any transaction by Customer contrary to these conditions shall be void.
9. **INDEMNIFICATION.** Each Party (as an "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party (as an "**Indemnified Party**"), and the other Party's directors, officers and employees ("**Related Persons**") from and against any and all liability, loss, damage or expense, including reasonable attorneys' fees and costs, arising out of or relating to claims by third parties who are not Related Persons based on: (i) negligent, reckless or intentional acts or omissions of the Indemnifying Party or its Related Persons in connection with this Agreement; (ii) any breach by the Indemnifying Party of its obligations under this Agreement; and (iii) any violation by the Indemnifying Party or a Related Party of any applicable statute, regulation, rule or order in connection with this Agreement or use of a Service (each of such items a "**Claim**"). If a Claim arises under this Section, the Indemnified Party will promptly notify the Indemnifying Party and request that it defend the Claim. The Indemnifying Party shall confirm or reject the defense in writing to the Indemnified Party, and provide an explanation if it will not defend the Claim. The Indemnifying Party shall select counsel acceptable to the Indemnified Party. The Indemnifying Party will control the defense in consultation with the Indemnified Party or its counsel, but will not settle or compromise the Claim without written approval of the Indemnified Party. If the Indemnified Party refuses to approve a settlement or compromise, the Indemnifying Party will not be responsible for any amount in excess of the compromise or settlement amount. If the Indemnifying Party fails to accept and pursue defense of a Claim, the Indemnified Party may retain its own counsel, and seek reimbursement. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any Claim. If both Parties bear some degree of fault with respect to a Claim, then the Parties shall confer to determine if joint defense is feasible. If not, then each Party may defend and shall bear its own costs. Responsibility for any damages will be apportioned in proportion to the relative percentage of fault attributed to each Party.
10. **WARRANTY; DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY AND REMEDIES.**
- (a) **Warranty of CCI.** CCI warrants that it will perform all installation and other work at the location where a Service is provided in a competent manner, and that any damage to such location will be promptly repaired or corrected.

- (b) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE REPRESENTATIONS AND WARRANTIES SECTION OF THIS AGREEMENT AND THE PRECEDING SUBSECTION, CCI MAKES NO OTHER WARRANTY OF ANY NATURE REGARDING THE SERVICE(S), OR ANY RELATED SERVICE, FACILITY OR EQUIPMENT, WHETHER SUCH WARRANTY IS CLAIMED TO BE EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

CCI DOES NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE OR INFORMATION/CONTENT TRANSMISSION. CCI DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEED OR DATA QUALITY. INTERNET-RELATED SPEED AND TRANSMISSION QUALITY IS SUBJECT TO MANY FACTORS OUTSIDE OF ANY PERSON'S CONTROL.

- (c) LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ANY OF SUCH PARTY'S RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY OR TO ANY OF ITS AFFILIATES OR EMPLOYEES OR TO ANY THIRD PARTY: (i) FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SIMILAR OR ADDITIONAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, PROFIT OR REVENUE, WHETHER OR NOT A PARTY IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY; AND (ii) FOR ANY OUTAGE, INTERRUPTION, INTERMITTENCY OR SERVICE DEGRADATION OF ANY KIND, FOR ANY INCORRECT OR DEFECTIVE TRANSMISSIONS, OR FOR ANY DIRECT OR INDIRECT CONSEQUENCES THEREOF, EXCEPT AS IS SPECIFICALLY PROVIDED IN THIS AGREEMENT. EXCEPT FOR AMOUNTS PAYABLE TO CCI FOR SERVICES UNDER THIS AGREEMENT AND/OR FOR ANY DEATH, INJURY TO PERSONS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, CUSTOMER'S LIABILITY TO CCI AND THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO CUSTOMER SHALL BE LIMITED TO DIRECT DAMAGES OR WHERE PROVIDED HEREIN, THE AMOUNT OF THE CREDITS ESTABLISHED UNDER THIS AGREEMENT, NOT TO EXCEED THE TOTAL CUSTOMER HAS PAID FOR ALL SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE TRIGGERING EVENT.
- (d) Limitation of Remedies for Service Problems. Customer agrees that its remedies related to Services that are provided or not provided under this Agreement are limited to: (i) repair and restoration of the Service by CCI; (ii) re-performance of an activity related to a Service by CCI, such as installation, where that can be done; (iii) cancellation of a Service in an appropriate case; (iv) a credit or bill adjustment as provided herein; and (v) cancellation of this Agreement, in an appropriate case. This provision does not affect injunctive remedies or remedies for breach of any confidentiality provision, as determined by a court with jurisdiction.
- (e) Saving Clause. This section does not purport to limit any liability or remedy where such liability or remedy cannot be limited as a matter of law.

11. REQUIRED RIGHTS. CCI agrees to obtain and maintain in full force and effect all licenses, permits, authorizations, franchises, rights-of-way, easements and other approvals (collectively, the "**Required Rights**") that are necessary for CCI to provide any Services under this Agreement. In the event that CCI fails to obtain any Required Rights, and such failure affects the provision of Service to Customer, CCI will either procure the Required Right, or an alternative right sufficient to maintain Service to Customer, and if it does not do so, Customer may terminate the affected Service(s) without an early termination charge. Customer agrees to obtain and maintain in full force and effect for and during the term of each Service all Required Rights that are necessary for Customer to obtain in order to use and operate the Service(s) provided.
12. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that: (i) it has the full right and authority to execute, deliver and perform its obligations under this Agreement, and it is under no contractual or legal obligation which would prevent it from performance of such obligations; (ii) it has been granted all Required Rights, and they remain in full force and effect; (iii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iv) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable in accordance with its terms; and (v) its execution of and performance under this Agreement will not violate any applicable statute, regulation, rule or order of any Federal, state or local body, agency or court.
13. CONFIDENTIALITY AND DISCLOSURES.

- (a) Nondisclosure and Internal Disclosure; Regulatory Filings. If the Parties have entered into a nondisclosure agreement in connection with the Services or this Agreement, such nondisclosure agreement is incorporated herein by reference and shall continue as a part of this Agreement until a point that is one (1) year after the first day that no Services are provided to Customer by CCI. Nothing in this Agreement limits use of any information exchanged between the Parties in any litigation or dispute between them. If there is a nondisclosure agreement in place, subject to any filing or other provisions of this Agreement, this Agreement and Service Orders will be treated as confidential information of CCI. If there is no nondisclosure agreement in place, each Party agrees to maintain in confidence information that is identified as confidential or proprietary by the other Party, use it only for purposes of this Agreement, treat it as it does its own similar information, and make it available only to its employees and those of its affiliates, and to contractors and representatives with a need to know.

Customer gives consent to CCI and its affiliates to make available to one another any information related to any and all of Customer's account(s), where such information will assist in initiating, providing, billing and collecting for any Service, including, but not limited to maintaining billing records, responding to repair and other service issues, and resolving payment questions.

If a filing related to this Agreement is required by any regulatory agency or commission, Customer authorizes CCI to prepare a document reflecting the Parties' agreement in connection with the Services for which a filing is required, and to make the required filing. The requirement for a filing in connection with any individual Service(s) does not affect the obligations of Customer with respect to any other Service(s), or with respect to Customer's payment obligations for all Services used. This Agreement is subject at all times to such changes and modifications as may be required by a regulatory agency or commission in the exercise of its lawful jurisdiction. Customer requests that

its identity be kept confidential and not disclosed by CCI or any regulatory agency or commission unless required by applicable law or regulation.

- (b) Public Announcements. Neither Party will issue or make any press release or public announcement, including but not limited to any disclosures to analysts, with respect to this Agreement or the transactions contemplated by it, without the prior approval of the other Party with respect to the fact and content of the release or announcement. A Party that makes any release, disclosure or announcement remains solely responsible for its content.
14. DEFAULT AND TERMINATION. Each of the following shall constitute a default (“**Default**”) under this Agreement, entitling the non-Defaulting Party to thereafter terminate the Agreement or any affected Service(s) on written notice to the other Party, and to take other action permitted herein:
- (a) Failure to Meet Payment Obligation. A Party has not met any payment obligation under this Agreement, and shall not have cured such failure within ten (10) days after written notice from the other Party, provided that a good faith dispute of a Party’s payment obligation that is timely made shall not be the basis for a Default until the dispute is initially addressed by CCI;
- (b) Other Breach or Non-Performance. A Party has not met any other obligation under this Agreement, and shall not have cured such failure within thirty (30) days after written notice from the other Party, or has cancelled or repudiated this Agreement or any Service commitment; provided, however, that where such action or failure cannot reasonably be cured or compensated for within such period, if the Party given notice proceeds promptly to effect a cure and pursues completion with diligence, and provide written notice to such effect, the time for cure will be extended for such period of time as may be necessary to complete such cure, up to ninety (90) days; or
- (c) Bankruptcy or Other Business Distress or Failure. A Party becomes subject to voluntary or involuntary bankruptcy proceedings, makes an assignment for the benefit of creditors, ceases to operate as a going business, becomes insolvent or seeks protection from creditors (for purposes of this Agreement, all to be considered “**Bankrupt**”), and in any case involving Customer, Customer fails to deliver to CCI within thirty (30) days a court order providing for adequate assurance of continued payment for all Services provided under this Agreement and that includes a provision for payment of all sums previously billed and all Services used but not yet billed, and a deposit of not less than two (2) months of the future MRCs for all Services, plus applicable Taxes, and thereafter continues to operate the business in reorganization and not for liquidation or other disposition.
- (d) CCI Remedies. Upon the occurrence of a Default by Customer, CCI shall have the option, without terminating this Agreement, and without further notice, to: (i) require an additional security deposit; (ii) apply all or any part of a security deposit to cure a Default; (iii) elect to suspend one or more Service(s), including its delivery of one or more new Service(s); (iv) terminate its provision of all or any Services; (v) refrain from accepting any new Service Orders; (vi) terminate any automatic extension of any Service under a Service Order; (vii) take additional action as may be appropriate to mitigate additional damages to CCI; and (viii) exercise such other rights and remedies as exist at law or in equity or under this Agreement.
15. OTHER TERMINATION. Customer may terminate a Service at any time upon payment to CCI of the applicable early termination charge and all other applicable charges due to CCI. If Customer terminates any Service(s) or this Agreement for CCI Default, it is nevertheless responsible to pay for each Service provided to it, plus any applicable Taxes, through the time each Service is actually terminated.
- A Service Order under this Agreement also may be terminated as to any affected Service(s): (i) by CCI, if it is or becomes prohibited by statute, regulation, rule or order from providing such Service(s) to Customer; or (ii) by Customer, if the continuing availability of the Service(s) is materially impaired as a result of the application of any statute, regulation, rule or order, and CCI fails to exert prompt, reasonable commercial efforts to restore the Service(s) affected or to provide an acceptable substitute or replacement Service; or (iii) by either Party, if a material term of this Agreement is required to be changed or modified by statute, regulation, rule or order, and after thirty (30) days, the Parties are unable to negotiate a mutually acceptable modification or substitute provision. In the event of a termination under this provision, neither Party shall have any liability or obligation to the other in connection with such termination, but neither shall be relieved of any liability or obligation with respect to periods prior to termination. Any prepayments made by Customer for affected Services applicable to periods after termination shall be returned or credited to Customer.
16. FORCE MAJEURE. Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to: act of God, fire, flood, earthquake, terrorist act, network destruction, national emergency, war, strike, lock-out, work stoppage or other labor difficulty, action or inaction of an independent third party utilized in providing the Services, or unavailability of materials or necessary rights of way. However, upon the occurrence of any such event, the Parties’ obligations under this Agreement shall not be relieved, and the time for performance of the relevant obligations affected will be extended for the minimum period of time necessary to resolve or eliminate the force majeure situation. If a force majeure event should continue for a period of sixty (60) consecutive days, either Party may elect to terminate the affected Service(s) on ten (10) days written notice to the other Party. No force majeure event excuses the requirement for timely payment.
17. WAIVER. The failure of a Party to enforce any provision of this Agreement, or its waiver of any such provision, shall not be construed as a general waiver or relinquishment on its part of its rights under any such provision, and such provision shall remain in full force and effect.
18. GOVERNING LAW; SERVICES SUBJECT TO REGULATION AND/OR TARIFF. This Agreement shall be governed by and construed in accordance with Federal telecommunications law and with the laws of the state where CCI maintains its business office, without reference to its choice of law principles. Any Service that is controlled by a Tariff is provided subject to such Tariff, and the Tariff will supersede any conflicting provision of this Agreement.

To the extent that Customer is a common carrier, this Agreement shall be deemed an intercarrier agreement subject to Section 211 of the Communications Act (“**Act**”), as amended, and not an agreement to provide an interstate service under any of Sections 201-205 of the Act. This

Agreement incorporates by reference requirements of the relevant state laws and public utility regulations with respect to Services covered by such provisions.

If this Agreement or the provision of any Service is modified or required to be modified by any final and non-appealable decision or order of a federal or state court or regulatory body in a manner that is deemed by either Party to materially alter the governing terms and conditions, then, prior to the effective date of such decision or order, the Parties shall negotiate a modification to this Agreement (and to any affected Service Order) that restructures the provision of the Service in a manner that is mutually agreeable and consistent with such decision or order.

19. **CERTAIN 911 DISCLOSURES.** If Customer obtains any Service that is not powered from within the CCI network, Customer acknowledges receipt of disclosure that there are possible limits on access to 911 Service, that Customer, 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. Customer acknowledges that it may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. Customer also acknowledges that location-based 911 Service is available, if at all, only at the location where the related CCI Service is actually installed by CCI. To the extent that Customer operates or utilizes a private network or multiline telephone system, it is solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all telephone units and the numbers associated with them, so that the appropriate emergency agency can be contacted, and the assisting responder will be able to determine the actual location from which an emergency call is made. Customer is solely responsible for any failure to comply with this provision and any related requirements of law.
20. **ASSIGNMENT.** No part of this Agreement or any Service Order may be assigned or otherwise transferred by Customer without the prior written consent of CCI, which shall not be unreasonably withheld or denied; provided, however, that Customer shall have the right, on written notice to CCI, to assign this Agreement, including all Service Orders, to any person or entity that controls, is under the control of, or is under common control with Customer, or to any corporation into which Customer may be merged or consolidated or that purchases all or substantially all of the assets of Customer, provided the assignee agrees in writing to perform according to its terms and the assignment is not undertaken to avoid Customer's obligations under this Agreement;. Any assignment or attempted assignment or other transfer in violation of this provision shall be void.
21. **BINDING EFFECT.** This Agreement and each of the Parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to the benefit of the Parties and each of their respective permitted successors and assigns. This Agreement shall not be binding on CCI until accepted by signature of an authorized CCI executive. No Service Order or other request for Service shall be binding on CCI until accepted by signature of an authorized CCI executive.
22. **NOTICES.** Unless otherwise provided herein, all notices and communications concerning this Agreement shall be in writing and addressed to the other Party as follows:
- |   |   |
|---|---|
| If to CCI:<br>Consolidated Communications<br>Attn: Vice President – Regulatory & Public Policy<br>350 S. Loop 336 W.<br>Conroe, Texas 77304 | If to Customer:<br>Davis Joint Unified School District<br>526 B Street<br>Davis, Ca 95616 |
|---|---|
- or at such other address as may be designated in writing to the other Party. Unless otherwise provided herein, notices shall be personally delivered, or sent by registered or certified U.S. Mail, postage prepaid, or via a recognized national overnight delivery service, and shall be deemed served or delivered to the addressee on the date of personal service, or the date stated on the delivery confirmation or receipt acknowledgment.
23. **ENTIRE AGREEMENT; AMENDMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous oral or written agreements and understandings related to the subject matter hereof. All attachments and exhibits referenced herein are integral parts of this Agreement and are incorporated as a part hereof. This Agreement may only be amended or modified by an instrument in writing executed by a duly authorized representative of each Party. Each Service Order will be effective only when executed by both Parties, and shall incorporate by reference any then-current CCI standard terms and conditions specific to the Service. An executed Service Order shall be deemed to be a part of this Agreement.
24. **RELATIONSHIP OF THE PARTIES.** CCI and Customer, in providing or receiving any Service, equipment, facility or other benefit hereunder, shall be and remain independent parties. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture. This Agreement does not authorize or create any joint offering of any telecommunications or other services by the Parties. Any authorization or agent/representative designation of CCI for Customer is for specific Service-implementation-related purposes only. Customer shall not identify in marketing campaigns or otherwise that any service it provides to its customers is provided in whole or part by CCI or over the CCI network, except after prior written authorization by CCI, and on any CCI-stipulated conditions.
25. **NO THIRD PARTY BENEFICIARIES.** The provisions of this Agreement are solely for the benefit of the Parties, and no third party may seek to enforce or benefit from these provisions.
26. **ATTORNEYS' FEES AND COSTS.** The prevailing Party in any litigation, as reflected in a final and non-appealable decision or order) shall have the right to recover its reasonable expenses (including reasonable attorneys', investigation and collection agency fees and court costs) incurred in the enforcement of its rights under the Agreement.
27. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be deemed the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**The identified Consolidated Communications provider (CCI):**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

**Confirmation of Key Customer Information:**

FCC Carrier ID, if applicable: \_\_\_\_\_

Customer Tax ID Number: Tax ID \_\_\_\_\_

**Customer Contact Information:**

Name: Full Name  
Address: Mailing Street  
Mailing City, Mailing State/Province, Mailing Zip/Postal Code  
Telephone: Business Phone  
Email Address: Email

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

**ADDENDUM 1**

**CCI AFFILIATE LIST**

<p><b>If in California:</b></p> <p><b>Consolidated Communications of California Company</b>, a California corporation, with business offices at 211 Lincoln St., Roseville, CA 95678, when Customer seeks only incumbent local telephone company (“ILEC”) services in this company’s California telephone service area.</p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with California business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of California and/or Consolidated Communications of California Company determines the services will be provided in an area best served by this affiliate.</p>	<p><b>If in Illinois:</b></p> <p><b>Consolidated Communications of Illinois Company</b>, an Illinois corporation, with business offices at 121 South 17<sup>th</sup> St., Mattoon, IL 61938, when Customer seeks only incumbent local telephone company services in this company’s Illinois telephone service area.</p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with Illinois business offices at the same address and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Illinois and/or Consolidated Communications of Illinois Company determines the services will be provided in an area best served by this affiliate.</p>
<p><b>If in Iowa:</b></p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with business offices at 2859 99<sup>th</sup> St., Urbandale, IA 50322, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Iowa.</p> <p><b>Crystal Communications, Inc.</b>, a Minnesota corporation, with Iowa business offices at the same address, and the main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks services anywhere in the state of Iowa.</p> <p><b>Enventis Telecom, Inc.</b>, a Minnesota corporation, with Iowa business offices at the same address, and the main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks services anywhere in the state of Iowa.</p>	<p><b>If in Kansas or Missouri:</b></p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with business offices at 14859 W. 95<sup>th</sup> St., Lenexa, Kansas 66215 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any services anywhere in the state of Kansas or Missouri.</p>
<p><b>If in Minnesota:</b></p> <p><b>Consolidated Communications of Minnesota Company</b>, a Minnesota corporation, with business offices at 221 E. Hickory St., Mankato, MN 56001, when Customer seeks only incumbent local telephone company (“ILEC”) services in this company’s Minnesota telephone service area.</p> <p><b>Consolidated Communications of Mid-Comm. Company</b>, a Minnesota corporation, with business offices at 221 E. Hickory St., Mankato, MN 56001, when Customer seeks only incumbent local telephone company (“ILEC”) services in this company’s Minnesota telephone service area.</p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with Minnesota business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Minnesota.</p> <p><b>Crystal Communications, Inc.</b>, a Minnesota corporation, with Minnesota business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Minnesota.</p> <p><b>Enventis Telecom, Inc.</b>, a Minnesota corporation, with Minnesota business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Minnesota.</p> <p><b>IdeaOne Telecom, Inc.</b>, a Minnesota corporation, with Minnesota business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Minnesota.</p>	<p><b>If in North Dakota:</b></p> <p><b>Enventis Telecom, Inc.</b>, a Minnesota corporation, with business offices at 3312 42<sup>nd</sup> St. S., Fargo, ND 58104 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any services anywhere in the state of North Dakota.</p> <p><b>IdeaOne Telecom, Inc.</b>, a Minnesota corporation, with business offices at 3312 42<sup>nd</sup> St. S., Fargo, ND 58104 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks services anywhere in the state of North Dakota.</p> <p><b>If in South Dakota or Wisconsin:</b></p> <p><b>Enventis Telecom, Inc.</b>, a Minnesota corporation, with business offices at 221 E. Hickory St., Mankato, MN 56001 and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks services anywhere in the state of South Dakota or Wisconsin.</p>
<p><b>If in Pennsylvania:</b></p> <p><b>Consolidated Communications of Pennsylvania Company, LLC</b>, a Delaware limited liability company, with business offices at 4008 Gibsonia Rd, Gibsonia PA 15044, when Customer seeks only incumbent local telephone company services in this company’s Pennsylvania telephone service area.</p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with Pennsylvania business offices at the same address, and an additional main mailing address at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Pennsylvania.</p>	<p><b>If in Texas:</b></p> <p><b>Consolidated Communications of Texas Company</b>, a Texas corporation, with business offices at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks only incumbent local telephone company services in this company’s Texas telephone service area.</p> <p><b>Consolidated Communications of Fort Bend Company</b>, a Texas corporation, with business offices at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks only incumbent local telephone company services in this company’s Texas telephone service area.</p> <p><b>Consolidated Communications Enterprise Services, Inc.</b>, a Delaware corporation, with Texas business offices at the same address, and main business offices at 350 S. Loop 336 W., Conroe, TX 77304, when Customer seeks any other services anywhere in the state of Texas.</p>

**ATTACHMENT 1  
INITIAL SERVICE ORDER**

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

Davis Joint Unified District Office  
526 B Street  
Davis, CA 95616

(a) Quantity Ordered	(b) Service (Equipment may be listed 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	(g) Jurisdiction (Intrastate or Interstate)
1	Dedicated Fiber Internet	2 Gbps internet access	0.00	2,500	2,500	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate
1	Switched Ethernet Transport	100mb From District office to 4235 Forcum Ave, Ste 500, McClellan, Ca	0.00	475.00	475.00	
1	Switched Ethernet Transport	100mb From District office to 4632 2 <sup>nd</sup> Street, Davis, Ca	0.00	475.00	475.00	
1	Switched Ethernet Transport	100mb From District office to 1280 Santa Anita Ct, Woodland, CA	0.00	475.00	475.00	

Davis Joint Unified District Office Site Total:

Site MRC: \$ 3,925.00  
Site NRC: \$ 0.00

Davis Joint Unified  
4235 Forcum Ave, Ste 500  
McClellan, CA 95652

(a) Quantity Ordered	(b) Service (Equipment may be listed 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	(g) Jurisdiction (Intrastate or Interstate)
1	Switched Ethernet Transport	100mb From 4235 Forcum Ave, Ste 500, McClellan, Ca to District Office	0.00	475.00	475.00	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate

McClellan Site Total:

Site MRC: \$ 475.00  
Site NRC: \$ 0.00

Davis Joint Unified  
 4632 2<sup>nd</sup> St, #120  
 Davis, CA 95618

(a) Quantity Ordered	(b) Service (Equipment may be listed 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	(g) Jurisdiction (Intrastate or Interstate)
1	Switched Ethernet Transport	100mb From 4632 2 <sup>nd</sup> St, #120, Davis, Ca to District Office	0.00	475.00	475.00	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate
6	National Unlimited Calling plan POTS lines		0.00	39.99	239.94	

2<sup>nd</sup> St Davis Site Total:

Site MRC: \$ 714.94  
 Site NRC: \$ 0.00

Davis Joint Unified District Office  
 1280 Santa Anita Ct  
 Woodland, CA 95776

(a) Quantity Ordered	(b) Service (Equipment may be listed 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	(g) Jurisdiction (Intrastate or Interstate)
1	Switched Ethernet Transport	100mb From 1280 Santa Anita Ct, Woodland, Ca to District Office	0.00	475.00	475.00	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate

Woodland Site Total:

Site MRC: \$ 475.00  
 Site NRC: \$ 0.00

**Total MRC: \$ 5,589.94**  
**Total NRC: \$ 0.00**

Site Name	Site Notes
Davis Joint Unified District Office	

NOTE: In column (b), 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 prices must be entered on this form. NOTE: All pricing is exclusive of (i) any non-recurring charges incurred that are not reflected above (e.g., with service modifications or changes), (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi-governmental assessments, subsidies, public policy programs and administration costs, each of which is payable by Customer. NOTE: Any long distance package pricing excludes charges related to all 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.

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.

II. TERM OF SERVICES COVERED BY SERVICE ORDER. Each of the Services will be provided for the Term period set out above and/or in the Agreement, but not less than a Term of twelve (12) months from the Service availability date except where applicable law provides otherwise.

III. BASIC AGREEMENT. This Service Order is hereby incorporated as part of the Agreement between the Parties.

IV. SPECIFIC TERMS RELATED TO BROADBAND PHONE SERVICE. If Customer is procuring broadband telephone service, sometimes known as IP voice, Customer acknowledges that this Service is currently treated as an "information service" with telecommunications attributes under applicable law, and that CCI may establish additional terms and conditions during the Term to address its evolving status.

V. REGULATORY JURISDICTION ATTESTATION. Per Federal Communications Commission rules, customers must indicate whether traffic on their circuit(s) is interstate or intrastate in nature. 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. Customers are required to designate the jurisdictional nature of traffic on circuits having end-points within the same state. Please specify the circuits ordered as either jurisdictionally interstate or intrastate. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

<b>The identified Consolidated Communications provider (CCI):</b>	Davis Joint Unified School District <b>(Customer):</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Proposal ID Display	

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

**ATTACHMENT 2**

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

**(THERE MAY BE NONE)**

**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 (MTTR) 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 (MTTRepair) 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 (MTTRespond) 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.

## 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.

## Long Distance Services

### Domestic Outbound 1+ Calling

Long Distance Calls originated by Customer dialing 1+ AC + 7 digit number to locations throughout North America (including all 50 states), Puerto Rico, Guam, Saipan, and US Virgin Islands. Rates include transport and call termination.

### Domestic Inbound 1+ Calling (Toll Free Services)

Long Distance calls terminated to Customer without charge to the originating caller for calls made from locations throughout the continental United States (lower 48 states). Rates include call origination and transport of calls.

### Services Provided:

Customer has access to Provider's LD Service 7 days per week, 24 hours per day and may transmit video, data and other communications of their choice to intrastate (within the state) or interstate (outside the state) destinations.

Where Customer contracts with Provider for Long Distance services, Provider will restrict international toll, utilizing 011+ dialing pattern, and off-shore domestic toll to non-U.S. countries, utilizing 1+ dialing pattern. Such restriction may be removed by the Provider if requested in writing by the Customer. Customer is responsible for its network security management and agrees to safeguard against unauthorized access to the long distance network, and to assume financial liability if such security fails. In the event such unauthorized access occurs that stimulates toll usage billing, the customer is responsible to pay for all toll traffic switch expenses incurred caused by the unauthorized access. Customer hereby agrees to indemnify and defend Provider from and against any claims or charges made against or incurred by Provider resulting from all authorized or unauthorized toll and long distance charges.

### Additional Provisions for Long Distance Services

Customer will be billed for domestic long distance service on a usage basis in six (6) second increments with a six (6) second increment minimum. Customer will be billed for international long distance service on a usage basis in sixty (60) second increments with a sixty (60) second increment minimum.

Rates for services are dependent upon the Customer's service commitment in agreement with Company.

**Optional Calling Plans** are available in bundled minutes.

Optional Calling Plans are applied at the billing account level. The minutes of use for all phone numbers under the billing account can be eligible under the Optional Calling Plan depending on call type and jurisdiction. Operator Assistance, Directory Assistance and international calls outside the US and Canada are not included in minutes of an Optional Calling Plan. All Optional Calling Plan minutes are applied to calls on a "first in" basis by billing cycle for the entire billing account. International calls will be billed at Provider's current international rates published on [www.enventis.com/ldrates.htm](http://www.enventis.com/ldrates.htm).

### Limitation of Company's Liability

Without limiting the general terms of the Agreement, the Customer assumes all risks other than those resulting from gross negligence or willful misconduct associated with the provision of long distance Services and delivery of messages, and the liability of Provider for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the long distance Services provided shall not exceed its billed charges for the defective call or calls.

**ATTACHMENT 3  
TROUBLE REPORTING AND MAINTENANCE SCHEDULING**

This information is made available to Customer for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. Any maintenance notices to Customer will be provided in accord with prevailing CCI state practices.

**1. Calls Related to Service Issues**

This is the first number to call to report an issue on a circuit. At this point a repair trouble ticket number will be assigned.

Repair Center 24x7:	<b>888-800-1611</b>
First Escalation:	<b>888-800-1611(request On Call)</b>
Second Level Escalation – Dawn Frost:	<b>217-234-5961</b>

**2. Consolidated Communications’ Network Operations Center (NOC) Escalation List**

This escalation list is available for use in the event of a multi-circuit network outage; the names are progressive.

John Woodruff – Director, NOC:	<b>Office#: 217-258-3422*</b>
Kurt Rankin – Sr. Director, NOC:	<b>Office#: 217-258-2983*</b>
Tom White – Chief Technology Officer:	<b>Office#: 217-234-9962*</b>

\* Office numbers will transfer to cell phone after office hours

**3. Consolidated Communications’ NOC Maintenance Contact List**

This information is used to schedule all maintenance events with Consolidated Communications.

7 x 24 x 365 Network Operations Center:	<b>Toll Free #: 888-608-7822 opt 2</b>
Send emails to:	<b><u><a href="mailto:noc@consolidated.com">noc@consolidated.com</a></u> or <u><a href="mailto:chris.hopper@consolidated.com">chris.hopper@consolidated.com</a></u></b>
Assistance with Maintenance:	<b>Chris Hopper: (936) 521-7780</b> <b><u><a href="mailto:chris.hopper@consolidated.com">chris.hopper@consolidated.com</a></u></b>

**4. Consolidated Communications’ Standard Escalation Time Line**

This standard time line prevails for most customers, but may be different with some explicit service level agreements (SLAs).

First Level Escalation	Active Trouble Ticket has been open for at least 2 hours
Second Level Escalation	Active Trouble Ticket and First Level Escalation, plus 1 hour
Third Level Escalation	Active Trouble Ticket and Second Level Escalation, plus 1 hour