



BOARD REPORT SUMMARY

Meeting Date	May 11, 2016
Item No.	E-10 <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Information <input type="checkbox"/> Public Hearing
Title	APPROVAL OF E-RATE APPLICATIONS FOR DARK FIBER, INTERNET CONNECTION AND TELECOM SERVICES
Description	The Board will consider approval of 2016 E-Rate applications for service and associated discounts for the following vendors: Sonic, Development Group Inc., and AireSpring.
Presented By	Rick Edson, Chief Technology/Bond Officer Adrian Bica, Director of Technology
Board Goals	<input checked="" type="checkbox"/> <i>Provide a coherent, rigorous and relevant teaching and learning program to graduate college and career ready students.</i>
	<input type="checkbox"/> <i>Increase student and family wellness and engagement through the full-service community school model.</i>
	<input checked="" type="checkbox"/> <i>Serve all students with a fair, just, and equitable distribution of resources: personnel, financial, and instructional.</i>
	<input checked="" type="checkbox"/> <i>Provide safe and inviting facilities with current technology.</i>

Brief History/Discussion of Key Issues

Upgrading our network infrastructure is vital to ensure operability for staff and students. This will provide the foundation to support existing technologies and in preparation for new devices and technologies.

These projects address:

- Operational Sustainability
- Capacity
- Longevity
- Scalability

E-Rate Overview:

In 1997, the Federal Communications Commission (FCC) created the Universal Service Fund (Fund) with the intent of helping to ensure access to affordable telecommunications across the Country. Telecommunications providers contribute a percentage of their interstate end user revenues to the Fund.

The Universal Service Administrative Company was created to administer four programs funded by the Fund; High Cost, Low Income, Rural Health Care and Schools and Libraries.

The Schools and Libraries Program (E-Rate) makes discounts available to eligible entities with the intent to ensure that schools and libraries have access to affordable telecommunications and information services.

Discounts are awarded to entities based upon what is termed as the “level of poverty” within the entity. The “level of poverty” is determined by the number of students that are eligible for the Free and Reduced Lunch Program and whether the applicant is determined to be urban or rural. The student is not required to participate in the Free and Reduced Lunch Program, just be eligible to participate.

Prior to Funding Year 2015-16, the Federal Communications Commission, which oversees the E-Rate program, issued a Modernization Order directing E-Rate to focus discounts on bandwidth, wireless networks and Internet access.



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Applications for E-Rate Funding Year 2016-17 must be submitted prior to May 26, 2016. Following submission, applications are reviewed and approved. E-Rate discounts can be received either as a discount on the bill or as a reimbursement check, following payment of the bill.

Santa Rosa City Schools E-Rate Benefit by Year:

Funding Year	Requested	Total	Total
	Amount	Committed	Disbursed
2016	\$ -	\$ -	\$ -
2015	\$ 548,380.58	\$ 527,106.81	\$ 58,335.99
2014	\$1,436,455.64	\$ 534,385.64	\$ 447,389.83
2013	\$ 392,557.39	\$ 386,326.31	\$ 378,738.67
2012	\$ 412,350.88	\$ 412,350.88	\$ 388,456.00
2011	\$ 412,757.63	\$ 412,757.63	\$ 389,368.36
2010	\$ 386,569.33	\$ 386,569.33	\$ 361,425.24
2009	\$ 364,553.52	\$ 352,870.24	\$ 264,612.67
2008	\$ 837,631.81	\$ 396,430.46	\$ 366,370.55
2007	\$ 294,365.82	\$ 289,276.86	\$ 249,212.20
2006	\$ 228,756.66	\$ 243,621.55	\$ 214,450.88
2005	\$ 241,742.06	\$ 236,827.27	\$ 197,845.04
2004	\$ 307,823.19	\$ 293,423.19	\$ 179,556.47
2003	\$ 300,548.72	\$ 289,157.12	\$ 153,462.62
2002	\$ 240,098.73	\$ 134,840.35	\$ 103,980.97
2001	\$ 190,386.86	\$ 165,001.95	\$ 97,346.57
2000	\$ 182,932.62	\$ 147,528.60	\$ 9,053.78
1999	\$ 163,886.54	\$ 156,184.43	\$ 120,307.72
1998	\$ 248,282.10	\$ 317,532.31	\$ 203,473.06
Totals	\$ 7,190,080.08	\$ 5,682,190.93	\$ 4,183,386.62

E-Rate Requests for 2016

The following items (1-4) are the proposed requests for 2016 E-Rate funding. Through this project, the goal is to increase operational efficiency while decreasing monthly recurring expenses paid through base dollars. These improvements to our infrastructure will lower recurring expenses by ~\$4,600/month once installed. This will also allow SRCS to have full control of these network connections including inter-site connection speed.

1. Dark Fiber Services – We are requesting two (2) Dark Fiber connections.
 - a. Connection 1 – District Office to Sonoma County Office of Education
 - b. Connection 2 – District Office to Elsie Allen High School

Dark Fiber is secure and scalable with virtually unlimited bandwidth. Utilizing dark fiber, we use our own network equipment and maintain direct operational control of these links. As part of the Infrastructure Upgrade Project – Phase II, equipment purchased for the DO and Elsie Allen High School will be able to facilitate the use of dark fiber between these locations.



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Installation of dark fiber will also allow us to utilize these new network paths for load-balanced Internet connectivity. We will continue to use Sonoma County Office of Education for Internet connectivity as well as establish a second path to the Internet through Elsie Allen High School. These two links will be load balanced ensuring access to resources used and relied upon at each of school sites on a daily basis.

Elsie Allen High School was chosen for this connection due to its proximity to existing Sonic dark fiber installations and provides the easiest and most cost effective installation opportunity.

The proposal and contract submitted by Sonic is for construction and hand off/installation of dark fiber at the 3 locations and the associated service. The initial term of the contract is for 10 years.

As noted in the contract, the installation price is \$120,000 per connection with a \$85 dollar per month service fee. With E-Rate paying approximately 60% and the California Teleconnect Fund (CTF) paying 50% of the remaining 40%, SRCS will be required to pay approximately \$24,000 per dark fiber connection for construction costs. This \$48,000 would be funded from the Measure I and L Technology Project Budget. The \$85 per month per connection would be funded from base dollars.

With the addition of dark fiber, our existing AT&T GigaMAN Link to the Sonoma County Office of Education would be turned down. Currently, we are paying ~\$800/Month after discounts for our connection to the Sonoma County Office of Education. This would result in an approximate savings of \$700 per month for this link.

Status	Description	Construction Cost (SRCS Cost) after E-Rate and CTF Discounts	Monthly Cost after E-Rate Discounts <i>*This is full price. E-Rate or CTF have not determined if discounts will be provided for this service.</i>
Proposed	Dark Fiber – DO to SCOE	\$24,000	\$85*
Proposed	Dark Fiber – DO to EAHS	\$24,000	\$85*
Current	GigaMAN – DO to SCOE	-	\$800
Current	GigaMAN – DO to EAHS	-	\$800

2. Internet Connection

a. Load Balanced Internet Connection at Elsie Allen High School

This would provide a second Internet connection for all Santa Rosa City Schools. Currently, we are utilizing a single connection through SCOE for Internet Access at 1GB speed. With the addition of dark fiber, the connection speed to SCOE can increase to 5 Gbps. The Internet connection proposed at Elsie Allen High School would also be a 5 Gbps connection. This would allow the District to load-balance traffic across these two links. As discussed, our reliance on Internet access and capacity is growing at a rapid pace. With the adoption of Google Apps for Education and other online or cloud-based resources, having adequate and reliable bandwidth is essential for business continuity and operational sustainability.

The received proposal from Sonic provides the 5 Gbps at a cost of \$6,000/month. With E-Rate and CTF discounts, SRCS' monthly cost would be \$1,200.

Status	Description	Monthly Cost after E-Rate Discounts
Proposed	Sonic – Load Balanced Internet Connection	\$1,200

3. Network Equipment for Dark Fiber

a. Cisco Switch (1) and Transceivers (6) for Dark Fiber Connectivity



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This equipment will connect the dark fiber at the three locations. This equipment is eligible for E-Rate Discounts and will be paid through the Measure I and L Bond program. Total cost of equipment is \$27,870.05. Santa Rosa City Schools will be responsible for \$11,148.02.

Status	Description	Total Cost after E-Rate Discounts
Proposed	Cisco Switch (1) and Transceivers (6) for Dark Fiber Connectivity	\$11,148.02

4. Telecommunication Services for New Phone System – Voice over Internet Protocol (VoIP)
 - a. Telephone Service for Santa Rosa City Schools – VoIP Implementation

This will provide phone service for our new VoIP phone system as part of Infrastructure Upgrade Project – Phase II. Currently, SRCS uses 3 systems to provide phone access to our offices and sites. With these upgrades, SRCS will be on one uniformed platform for voice service. This will result in the elimination of many of the services used today. Currently, SRCS spends approximately \$8,800/month on phone service after E-Rate and CTF discounts. Once VoIP and phone service is installed, SRCS will pay approximately \$4,400 after associated discounts. The net savings is approximately 50%/month.

Status	Description	Monthly Cost after E-Rate and CTF Discounts
Proposed	Telephone Service for Santa Rosa City Schools – VoIP	\$4,400
Current	Telephone Service through AT&T and Integra	\$8,800

The cost for items 1-4 will not be realized until approval of E-Rate applications and installation of services.

All items proposed for E-Rate applications have been competitively bid using E-Rate guidelines and rules.

Summary of Previous Board Activity

March 9, 2016 – Board of Education approved the Request for Proposals (RFPs) for Fiber Services and Internet access

The Board of Education has been presented with information regarding the current state of technology throughout SRCS and the challenges that the organization faces to consistently operate in order to meet the expectations of our staff and students who employ technology on a daily basis. One of the largest challenges SRCS faces is the ability to reliably connect to network and Internet resources.

Attachments	Page: 1-23 Sonic Proposal – Dark Fiber Page: 24-46 Sonic Dark Fiber Lease Agreement Page: 47-71 Sonic Proposal – Internet Access Page: 72-79 Sonic Internet Access Service Agreement Page: 80-86 DGI Cisco Equipment and Transceiver Quote Page: 87-98 AireSpring Telecommunications Proposal – Elsie Allen High School Page: 99-110 AireSpring Telecommunications Proposal – District Office
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Fiscal Impact	Measure I and L: Dark Fiber construction costs - \$48,000; additional network equipment - \$11,148.02 Base Dollars: ~\$5,770/month for telephone and Internet service. This is a savings of ~\$3,000/month. Additional savings of ~\$1,400/month for the removal of the existing network connection to SCOE and to EAHS. This represents a total of ~\$4,400/month savings for the District.
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Staffing Impact	None
Facilities Impact	Removal of three antiquated phone systems and providing a unified telephone system and appropriate service will benefit all classrooms and office spaces. This also increases reliability of phone system as a safety and security measure.
Learning Impact	Increased reliability for access to Internet based resources will have a positive impact in classrooms.
Superintendent's Recommendation	The Superintendent recommends approval of this item.



SONIC.

Attention: Dane Jasper
2260 Apollo Way
Santa Rosa, CA 95407

Santa Rosa City Schools

Submission For:
Leased Dark Fiber Services
Under E-Rate Year 19 (2016-2017)

April 2016

Introduction:

Mr. Tunheim,

Thank you for the opportunity to provide a formal proposal for service to the Santa Rosa City School District and the Sonoma County Office of Education. Sonic is authorized to do business in California with its corporate office located in Santa Rosa, CA. For purposes of verifying this information, our Federal Tax ID number is 68-042366.

Sonic is a California and FCC licensed CLEC (Competitive Local Exchange Carrier). Sonic has been involved with the E-Rate program since 1998 under SPIN number 143014699. Sonic can offer Voice, Internet and WAN services via E-Rate and California Teleconnect funding to all qualifying organizations throughout California. Sonic is the largest independent Internet Service Provider in Northern California, which allows us to respond to RFPs like this with flexible and customizable solutions that best fit the needs of the district and schools.

Mr. Dane Jasper has signed this proposal below. Mr. Jasper's authority to sign is designated by both his ownership in the company and his operational position as CEO.

Sincerely,



Dane Jasper, CEO & Co-Founder
Sonic

Company Profile

Sonic was created in 1994 via a partnership of the owners Dane Jasper and Scott Doty. Sonic began as an effort to bring network connectivity and Internet access to staff and students at the campus of the Santa Rosa Junior College, at a time when many people hadn't yet heard the terms Internet, email address, or World Wide Web.

Headquartered in Northern California, Sonic now brings integrated and affordable telecommunications services to customers of all sizes throughout California. Sonic is a local California telecommunications provider and certificated public utility U-7002. Sonic's integration of local and long distance with data communication services, combine to form cost effective solutions and create compelling value for its customers. Sonic is the largest ISP in Northern California, and employs over 300 highly qualified individuals.

Sonic's popularity and tremendous growth are due to its award winning customer service, strict customer privacy policies and technical teams that provide superior networking and support.

Qualifications

Sonic's Internet backbone is defined as Tier 2, of which there are currently 3 different interconnect points to multiple Tier 1 providers. At these 3 different Interconnect points Sonic connects to the following networks: GTT, XO Communications, Layer42, and significant peering with public and private entities.

Sonic is currently building new residential and business park fiber optic network this year in San Francisco, Brentwood, Petaluma, Santa Rosa and Sebastopol and recently completed the SCOE Wide Area Network build, covering seven Sonoma County schools.

Sonic is eligible to participate in the E-Rate and California Teleconnect Fund programs. Our SPIN number is 143014699.

Sonic works with multiple certified and experienced telecommunications engineers. Sonic makes it a point to provide its educational customers direct access to the network administrators that can give straight answers and grant requests without delay or with layers of red tape.

Sonic is certified as a California facilities based CLEC by the California Public Utilities Commission.

Protecting Your Network and Assets

Sonic's leadership values the integration of technology with education. Natural disasters, human error, malicious attacks; any number of unforeseen events can slow or shut down the communications systems so vital to schools.

Sonic's intelligently designed data network is configured so that it can reroute traffic around congested links or link failures caused by earthquakes, equipment failures, or human error.

Redundancy, Diversity, and Disaster Recovery

Sonic provides solutions delivered over a secure, reliable, high performance network. The network is designed with built-in redundancy, diversity, and with high performance standards.

Sonic's headquarters is a secured facility with a 5,000 square foot data center currently used by multiple local government agencies for connectivity and disaster recovery. The data center includes military-grade biometric access controls with video surveillance, redundant power, fire suppression, and diverse fiber connections with dual entrances and paths. Sonic is the primary location in the North Bay for disaster recovery and emergency response communications.

Sonic has independent diesel power with both on-site fuel storage and cooling water; enabling us to power and cool the datacenter independent of utility power, gas and water. All power transfer systems are fully automated and redundant.

Sonic staffs its own permanent construction crews and owns its own equipment, ensuring personnel and equipment availability in the event of a disaster.

References

Sonoma County of Education (SCOE)

Daniel Bienkowski
707-524-8324

Sonic completed a point-to-multipoint 10Gig Ethernet WAN to seven schools located in Healdsburg and Santa Rosa.

Sonoma Jet Center

Josh Hochberg
612-384-7014

Sonic provides Gigabit Fiber Internet and hosted, fully managed phone service for three separate sites.

Amy's Kitchen

Shayne Young
707-781-6600

Sonic provides Gigabit Fiber Internet and hosted, fully managed phone service.

Lagunitas Brewing

Jason Gregori
707-769-4495

Sonic provides Gigabit Fiber Internet and hosted, fully managed phone service.

Support and Escalation Contact Information:

- Service issues should be reported immediately to Sonic's Network Operations Center at (877) 706-5662.
- Non emergency related questions may be initiated by emailing the NOC at netops@sonic.com upon which a trouble ticket is automatically opened.

In the event it is necessary to escalate a service issue, please contact Sonic's management personnel listed below for assistance:

1st Level Escalation

NOC Hotline 24/7/365

Phone: 877-706-5662

Email: netops@sonic.com

2nd Level Escalation

Nathan Patrick

Chief Technology Officer

Office: 707-522-1000

Direct: 707-237-6218

Email: nathan.patrick@sonic.com

3th Level Escalation

Dane Jasper

CEO & Co-Founder

Office: 707-522-1000

Direct: 707-237-6205

Email: dane.jasper@sonic.com

Dane Jasper – Chief Executive Officer & Co-Founder

- Dane Jasper
- Office: (707) 522-1000
- Direct: (707) 237-6205
- dane.jasper@sonic.com

- Dane Jasper
- Chief Executive Officer & Co-Founder
- Dane has significant experience and expertise in all aspects of data, voice and video transmission networks, with over 21 years of experience expressly in the telecommunications industry. Mr. Jasper's specific experience and proficiency is in IP networking, infrastructure, data transmission, and security.
- As CEO of Sonic, Dane's principal duties include the day to day management and oversight of all aspects of the organization, as well as driving the company's strategic vision and objectives.

Nathan Patrick – Chief Technology Officer

- Nathan Patrick
- Office: (707) 522-1000
- Direct: (707) 237-6218
- nathan.patrick@sonic.com

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- Nathan Patrick
 - Chief Technology Officer
 - Nathan has significant experience in all aspects of data, voice and video transmission networks, with over 14 years of company experience expressly in the telecommunications environment.
 - Mr. Patrick oversees the Network Operations Center, inside plant construction, outside plant construction, fiber splicing, GIS, and network engineering.

Kelsey Cummings - Systems Architect

- Kelsey Cummings
 - Office: (707) 522-1000
 - Direct: (707) 237-6210
 - kelsey.cummings@sonic.com
-
- Kelsey Cummings
 - System Architect
 - Kelsey has significant experience in system software development, with over 14 years of company experience.
 - Mr. Cummings oversees system operations. This department includes our software developers, systems administrators, and data center engineering.

Orders / Provisioning and Billing Support:

Orders / Provisioning

1st Level Escalation – Orders/Provisioning
NOC - Network Operation Center
NOC: 877-706-5662
Email: netops@sonic.com

2nd Level Escalation – Orders / Provisioning
Nathan Patrick
CTO
Business Office: 707-522-1000
Direct: 707-237-6218
Email: nathan.patrick@sonic.com

3rd Level Escalation – Orders / Provisioning
Dane Jasper
CEO
Office: 707-522-1000
Direct: 707-237-6205
Email: dane.jasper@sonic.com

Billing Support:

1st Level Escalation – Billing
Sonic Billing Specialists
Office: 707-522-1000
Email: billing@sonic.com

2nd Level Escalation – Billing
Megan Henderickson
Billing Support Manager
Office: 707-522-1000 Ext. 2265
Email: megan.henderickson@sonic.com

3rd Level Escalation – Billing
Dane Jasper
CEO
Office: 707-522-1000
Direct: 707-237-6205
Email: dane.jasper@sonic.com



SRCS Leased Dark-Fiber Services

Site Installations to Include:

- 3.1 Santa Rosa City Schools District Office**
211 Ridgway Avenue, Santa Rosa, CA.
- 3.2 Elsie Allen School**
599 Bellevue Avenue, Santa Rosa
- 3.3 Sonoma County Office of Education**
5340 Skylane Blvd., Santa Rosa

SRCS Leased Dark-Fiber Services

Customer Support:

Customer shall have access to Sonic Technical Support and the Network Operations Center (NOC). Communications with Support may be via telephone, e-mail and/or on-line trouble ticket system. Sonic provides a point of contact that routes request/problems to the appropriate service group as follows:

- *Technical Support* is responsible for tracking and solving problems during Sonic.net Support Hours as posted on the Sonic Support web site (<http://www.sonic.net/support>). Non-critical/outage related queries and support request will be resolved through this channel.
- *NOC Support* is responsible for the problems/requests that cannot be resolved via Technical Support or network emergencies that constitute a Service Outage. NOC support is available 24x7x365 via their toll-free hotline. Any notification of service outage must be reported via telephone to the NOC.

SRCS Leased Dark-Fiber Services

Service Order Mask:

Information Sonic needs to place an order:

- Service Location
- Desired Network Configuration
- Site Survey
- MPOE Location
- Mounting Preference (rack or wall mount fiber panel)
- Local Contact

SRCS Leased Dark-Fiber Services

Single Bi-Directional Fiber (Option #1) - 10 Year IRU

Connection	Special Construction Cost	Est. % of E-rate Non-Discount Portion	Estimated Special Construction Costs MRC Years 1 - 4	MRC: Maintenance
3.1 SRCSDO to 3.2 Elsie Allen High School	\$120,000.00	40%	\$1,000/mo	\$85.00/Month
3.1 SRCSDO to 3.3 Sonoma County Office of Education	\$120,000.00	40%	\$1,000/mo	\$85.00/Month

Dual Omni-directional Fibers (Option #2) - 10 Year IRU

Connection	Special Construction Cost	Est. % of E-rate Non-Discount Portion	Estimated Special Construction Costs MRC Years 1 - 4	MRC: Maintenance
3.1 SRCSDO to 3.2 Elsie Allen High School	\$180,000.00	40%	\$1,500/mo	\$127.50/Month
3.1 SRCSDO to 3.3 Sonoma County Office of Education	\$180,000.00	40%	\$1,500/mo	\$127.50/Month

E-Rate:

Upon confirmation of E-Rate approval from the School, Sonic will apply eligible discounts for internet services upfront. The E-Rate discount will be applied directly to the quoted pricing.

Sonic will work with USAC on behalf of SRCS to obtain E-Rate fund reimbursement.

Sonic will allow SRCS to amortize the non-discounted portion of Special Construction over a 4 year term.

SRCS must provide Sonic with a copy of their E-Rate approval.

SRCS Leased Dark-Fiber Services

Term Renewal Option: Single Bi-Directional Fiber

Sonic will offer two, five year term renewals at a recurring rate of \$650/month per site plus a \$85/month per site maintenance fee. Should SRCS elect to renew, a renewal contract would be contingent upon E-rate and CTF funding approval. This renewal option is only available if Option #1/Single Bi-Directional Fiber is purchased initially.

Connection	Renewal Option: MRC, 60 Month Term	Maintenance MRC
3.1 SRCSDO to 3.2 Elsie Allen High School	\$650.00/month	\$85.00/month
3.1 SRCSDO to 3.3 Sonoma County Office of Education	\$650.00/month	\$85.00/month

Term Renewal Option: Dual Omni-directional Fibers option

Sonic will offer two, five year term renewals at a recurring rate of \$975/month per site plus a \$127.50/month per site maintenance fee. Should SRCS elect to renew, a renewal contract would be contingent upon E-rate and CTF funding approval. This renewal option is only available if Option #2/Dual Omni-directional Fibers is purchased initially.

Connection	Renewal Option: MRC, 60 Month Term	Maintenance MRC
3.1 SRCSDO to 3.2 Elsie Allen High School	\$975.00/month	\$127.50.00/month
3.1 SRCSDO to 3.3 Sonoma County Office of Education	\$975.00/month	\$127.50.00/month

SRCS Leased Dark-Fiber Services



1-888-766-4233 • sonic.com

Sample Billing Statement:

SAMPLE Invoice	
Sonic.net, Inc. 2260 Apollo Way Santa Rosa, CA 95407 707.522.1000 support@sonic.net	Due Date: 2015-XX-XX Service from 2015-XX-XX to 2015-XX-XX
For: Customer Name School/Library Name Address City, STATE ZIP	
Description	Unit Price
Total	
Contact email customer@domain.com	0.00 0.00
IP address space 00.0.000.000	0.00 0.00
Sonic Owned CPE - Model {x} Asset	0.00 0.00
FlexLink Ethernet - Speed 50/10Mbps - STI STI-000-000	799.00 799.00
E-Rate Discount for FRN: [XXXXXXXX] (FY 2015: 7/1/2015 - 6/30/2016)	-719.10 -719.10
	Total: 79.90

SRCS Leased Dark-Fiber Services

Service Delivery Timeframe:

Sonic will commence construction upon execution of the Santa Rosa City School contract. Final connection dates are estimates, and scheduling issues outside of Sonic's control (such as delays in permit issuance, weather or natural disasters) could delay final delivery.

Connection	Estimated Final Connection Finish:
3.1 SRCSDO to 3.2 Elsie Allen High School	Wed 3/08/17
3.1 SRCSDO to 3.3 Sonoma County Office of Education	Wed 3/08/17

SRCS Leased Dark-Fiber Services

Special Construction process support:

Special Construction Contact

Jon Cromwell
Senior Project Manager
Mobile: 707-310-1943
Email: jon.cromwell@sonic.com

Level 2 Escalation Contact - Special Construction

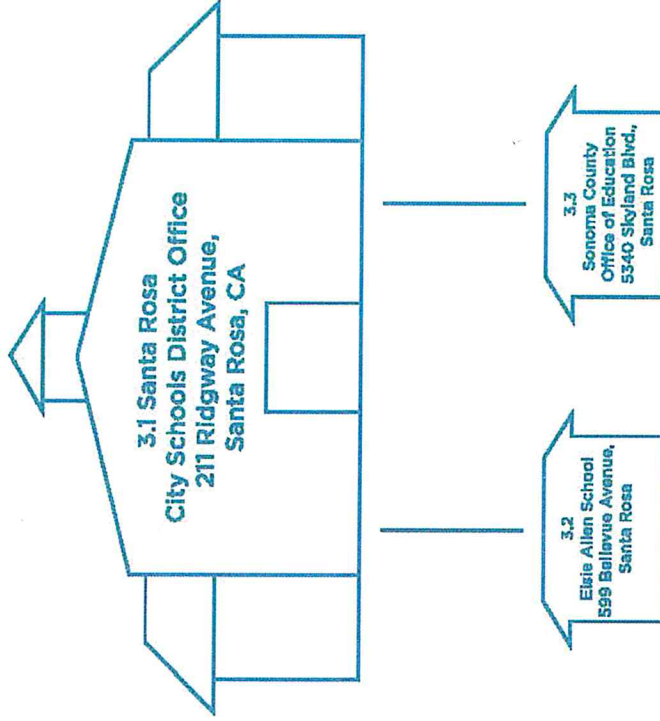
Nathan Patrick
CTO
Office: 707-237-6218
Email: nathan.patrick@sonic.com

Level 3 Escalation Contact - Special Construction

Dane Jasper
CEO
Office: 707-522-1000
Direct: 707-237-6205
Email: dane.jasper@sonic.com

SRCS Leased Dark-Fiber Services

Network Design:



Sonic will deliver to MPOE at each location, in coordination with local site contact

SRCS Leased Dark-Fiber Services

Fiber Maintenance Practices:

- Sonic uses 811/Call Before You Dig for underground excavation notices. All Sonic fiber is subject to notification and marking as part of this process. Additionally, Sonic strictly complies with Federal, State, and 811 guidelines for underground excavation during network construction.
- Sonic performs routine maintenance and inspection of its fiber system on an as-needed basis. Specific inspection points include water intrusion into splice cases, damaged cable sheaths, microbends, and other potential impairments to the network.
- Sonic uses industry-leading software to manage its' fiber network, including solutions from 3-GIS and ESRI. This software gives us a clear, geographically-accurate picture of the exact location and configuration of the Sonic physical plant.
- Unlike most utilities, Sonic has in-house construction resources for conduit placement (horizontal directional drilling, open trench, hand dig, etc.), fiber pulling, and splicing. This is especially important in emergency situations, as delays in customer restoration are often attributed to the unavailability of construction resources. In addition to in-house crews, Sonic has break-fix contracts with a number of local contractors to reduce outage durations and provide seamless coverage.
 - Fiber break/damage repairs can be conducted with in-house resources.
 - Sonic strives to meet a 4 hour Mean Time To Respond for fiber outages and fiber troubleshooting. This timeframe includes the time from first-call to crews mobilized on-site to inspect the damage and formulate a repair plan.
- Fiber replacements necessary due to non-service-impacting structure, cable, or fiber damage are typically handled as Normal Maintenance defined below. This includes work needed to correct any condition where our installed fiber no longer meets manufacturer's specifications.

SRCS Leased Dark-Fiber Services

Maintenance Window Definition:

Maintenance performed by Sonic shall be classified as one of the following two types:

Normal Maintenance

Normal Maintenance shall refer to: (a) upgrades of hardware or software; or (b) upgrades to increase capacity. Normal Maintenance while being conducted may degrade the quality of the Service provided which may include an outage of the Service. An outage related to Normal Maintenance shall not be deemed to be Network Downtime. Normal maintenance is typically performed between the hours of 12:01am and 4:00am. Our goal is to provide as much advance notice as possible for Normal Maintenance activities, and we strive for at least 48 hours notice.

Urgent Maintenance:

Urgent Maintenance shall refer to efforts by Sonic to correct conditions which are likely to cause a material service outage and which require immediate correction. Urgent Maintenance, while being conducted, may degrade the quality of the Services provided to an Affected Service and may include an outage of the Services. An outage related to Urgent Maintenance shall be deemed an outage for purposes of calculating Network Downtime and Actual Network Availability. Sonic may undertake Urgent Maintenance at any time Sonic.net deems necessary. Sonic shall provide notice of Urgent maintenance to Customer as soon as it is commercially reasonable under the circumstances.

SRCS Leased Dark-Fiber Services

Network Monitoring:

- Sonic will monitor fiber provided under this bid by assessing the reachability of SRCS' network equipment attached to the fiber facilities. This approach is technologically simple, yet provides immediate notification in case of fiber failure.
 - To enable this monitoring, SRCS agrees to make the equipment used to light the Sonic-provided fiber respond to ICMP Echo Request packets from one or more Sonic-provided IP addresses. This "ping" will allow us to remotely monitor the ability of that equipment to send data across the fiber network. In the event of an outage, the Sonic NOC will be notified.
 - Sonic commits to inform SRCS within one hour of a fiber incident noticed with the above methodology.
 - From the time of notification (either by Sonic or lessee), Sonic commits to provide a plan for service restoration and to begin those restoration activities within 4 hours.
 - Sonic agrees to provide an SLA credit equal to one month of maintenance for each 8 hours of service interruption, up to a total of 12 months of maintenance credit for a single outage incident.

DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT (the "Agreement") is made and entered into as of this ___ day of _____, 2016 (the "Effective Date"), by and between Sonic.net, Inc. ("Sonic") and Santa Rosa City School District, ("Lessee").

RECITALS:

WHEREAS, Sonic, through ownership or other arrangement, possesses the right to use or operate a fiber optic telecommunication network between various points within the United States; and

WHEREAS, Lessee desires to obtain from Sonic, and Sonic desires to lease to Lessee, rights to use certain optical dark fibers in the Sonic Network under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

1.1 Capitalized terms used herein are defined in this Agreement or in Addendum 1 hereto.

2. LEASED FIBERS

2.1 Sonic hereby leases to Lessee the Leased Fibers described in Exhibit A on the terms of, and subject to, the covenants and conditions set forth in this Agreement, including all Exhibits hereto.

3. CONSIDERATION

3.1 In consideration of the lease by Sonic to Lessee, Lessee agrees to pay to Sonic a lease fees as described in Exhibit A (the "Lease Fee"), The Lease Fee shall not be refundable. Upon confirmation of E-Rate approval, Sonic will apply eligible discounts for services. The E-Rate discount will be applied, and Sonic will work with USAC to obtain reimbursement for E-Rate funded portion.

4. DELIVERY AND ACCEPTANCE TESTING

4.1 Sonic will use commercially reasonable efforts to Deliver the Leased Fibers by March 2017.

4.2 Upon Delivery and, to the extent commercially reasonable, each segment of the Leased Fibers shall comply with the specifications set forth in Exhibit B hereto. Sonic shall test each segment in accordance with the procedures specified in Exhibit B to verify that it is operating in accordance with the specifications in Exhibit B ("Fiber Acceptance Test"). Sonic shall provide Lessee with reasonable advance notice of the date and time of each applicable acceptance test so that Lessee shall have the right, but not the obligation, to have a person or persons present to observe the tests. Upon Lessee's request, Sonic shall promptly provide Lessee with a copy of the test results.

4.3 In the event the results of any applicable Fiber Acceptance Test show that the Leased Fibers are not operating in accordance with the applicable specifications in Exhibit B, Sonic shall promptly take commercially reasonable action to bring the segment of the Leased Fibers that is not operating within the applicable specifications into compliance with such standards. In no event shall the unavailability, incompatibility, delay

in installation, or other impairment of any of Lessee's interconnection facilities or any other customer controlled facilities including Lessee's suppliers (e.g., a local access telephone service provider) be used as a basis for rejecting any portion of the Leased Fibers granted hereunder.

- 4.4 Sonic will notify Lessee when any applicable segment of the Leased Fibers has met the specifications in Exhibit B. Within ten (10) days of receipt of such notice, Lessee shall sign and deliver to Sonic an acceptance letter acknowledging the Delivery of each segment in the System Route. By signing the acceptance letter, Lessee acknowledges that each Leased Fiber segment listed in the acceptance letter complies with the applicable specifications. If Lessee determines that any Leased Fiber segment does not comply with these specifications, it shall notify Sonic in writing within the ten (10) day period. Such notice shall specify in detail how the applicable Leased Fiber segment does not conform. If within the ten (10) day period Lessee fails to provide such notice, or if the notice does not provide reasonable specificity, or if Lessee fails to deliver an acceptance letter, Lessee shall be deemed to have accepted the applicable Leased Fiber segments on the eleventh (11th) day. If Lessee does properly provide a notice to Sonic that the applicable Leased Fibers does not conform, Sonic shall use its commercially reasonable efforts to remedy such nonconformance as soon as practicable. For the purposes hereof, the "Acceptance Date" shall be the date the acceptance letter is executed or the date the Lessee has been deemed to have accepted the applicable Leased Fiber segments.

5. TERM

- 5.1 Subject to Section 5.2 below, the term of this Agreement (the "Term") shall begin on the Effective Date and shall continue until Ten (10) years pass from the Effective Date.
- 5.2 At the expiration of this Agreement, the lease of the Leased Fibers shall immediately terminate, and all rights of Lessee to use the Sonic Network, or any part thereof, shall cease. At the end of the Term, Lessee shall immediately cease using the Leased Fibers that are the subject hereof and at Lessee's sole cost and expense remove any and all equipment associated with the Leased Fibers. In the event said equipment has not been removed within thirty (30) days of the termination, then Sonic shall be entitled to remove such equipment and Lessee shall reimburse Sonic for the Cost thereof.
- 5.3 Sonic will offer two, five year term renewals at a rate of \$650 per month per site plus the \$85 per month per site maintenance fee. Should Santa Rosa City School District elect to renew, Sonic will work with Lessee to achieve any applicable E-rate and CTF funding approval.

6. MAINTENANCE

- 6.1 Lessee shall have no right to use any portion of the Sonic Network or any property associated therewith except as expressly set forth herein. The Leased Fibers are subject to and provisioned in accordance with the specifications in Exhibit B hereto, which may be modified from time to time by Sonic.
- 6.2 Sonic will use commercially reasonable efforts to maintain the Leased Fibers in accordance with the specifications in Exhibit B hereto. All maintenance charges for Scheduled Maintenance are included with the Lease Fees and all charges for Unscheduled Maintenance are set forth in Exhibit B.

6.3 This Agreement does not obligate Sonic to supply to Lessee any optical or electrical equipment, or other facilities, including without limitation, Local Distribution Facilities, collocation space, regeneration facilities, generators, batteries, air conditioners, fire protection equipment, monitoring equipment and testing equipment, all of which are the sole responsibility of Lessee. Sonic is not responsible for performing any work or providing any service other than as specifically set forth in this Agreement.

7. PERMITS; UNDERLYING RIGHTS; RELOCATION

7.1 The Leased Fibers are subject and subordinate to the terms of the Underlying Rights, including, but not limited to, covenants, conditions, restrictions, easements, reversionary interests, bonds, mortgages and indentures, and other matters, whether or not of record, and to the rights of tenants and licensees in possession. The Leased Fibers are further subject and subordinate to the prior right of the grantor of the Underlying Rights to use the right of way for other business activities, including railroad operations, telecommunications uses, pipeline operations or any other purposes, and to the prior right of Sonic to use its rights granted under the Underlying Rights. The rights granted herein are expressly made subject and subordinate to each and every limitation, restriction or reservation affecting the Underlying Rights. Nothing herein shall be construed to be a representation, warranty or covenant of Sonic's right, title or interest with respect to the right of way or the Underlying Rights.

7.2 If Sonic, upon expiration or other termination of an Underlying Right, is unable to renew or obtain alternative Underlying Rights using its commercially reasonable efforts, Sonic shall not be deemed in breach hereof and Lessee's sole and exclusive remedy shall be a refund (without interest) of the pro-rated unused portion of any Lease Fee pro-rated to the portion of the System Route materially and adversely affected by the Underlying Rights which were not renewed or obtained, and the Agreement as it pertains to that portion of the System Route shall terminate.

7.3 If Sonic determines, in its reasonable discretion, or is required to relocate any part of the Sonic Network during the Term, including any of the facilities used or required in providing the Leased Fibers, Sonic shall reasonably determine the extent of, the timing of, and methods to be used for such relocation; provided that any such relocation shall be constructed and tested in accordance with the specifications set forth in Exhibit B, and incorporate fiber meeting the specifications outlined in Exhibit B. In the event of relocation, Sonic shall use commercially reasonable efforts to minimize the disruption of Lessee's use of the Leased Fibers. All costs of such relocation shall be paid by Sonic.

7.4 In the event of a relocation, Sonic may, at its sole discretion, route the Leased Fibers through additional terminals, end links, POPs or regeneration facilities. In this event, Sonic shall be responsible for all additional Costs associated solely with these additional, non-required facilities.

7.5 Relocation pursuant to this Section shall not affect the Term.

8. USE OF SONIC NETWORK

8.1 This Agreement grants to Lessee no right to use any element of the Sonic Network other than the right to use the Leased Fibers pursuant to the terms hereof. Lessee shall keep any and all portions of the Sonic Network, including the Leased Fibers, free from any liens, rights or claims of any third party that can be attributed to Lessee.

8.2 Lessee shall be responsible for the configuration and operation of Lessee's network using the Leased Fibers, including the provisioning of all Local Distribution Facilities,

interconnection facilities, lateral facilities, network equipment, testing equipment and procedures, maintenance (other than maintenance of the Leased Fibers or any portion of the Sonic Network), and other facilities or actions necessary to use the Leased Fibers. Local Distribution Facilities shall be separately acquired by Lessee and may be provided by a local telephone company or other third party, and must comply with Sonic applicable engineering and operations requirements. Local Distribution Facilities are not part of the Leased Fibers, and Lessee's acceptance of the Leased Fibers may not be conditioned upon the availability of such Local Distribution Facilities. Lessee shall conduct all operations and use of the Leased Fibers in a manner that does not interfere with the Sonic Network or the use thereof by Sonic or any other customer of Sonic. Lessee shall at all times comply with Sonic operating procedures and interconnection requirements.

- 8.3 Lessee shall include in each of its agreements with customers/users who use the Leased Fibers or any tariff covering any service that uses any portion of the Leased Fibers or the Sonic Network (including the Leased Fibers), a provision which holds Sonic harmless to such customers/users and limits the liability of Lessee to the charges received by Lessee for such service for interruptions, failures, or degradation of service.
- 8.4 Lessee and Sonic agree to cooperate and support each other in complying with any requirements applicable to their respective rights and obligations under this Agreement that are imposed by any governmental agency, regulatory agency or authority.
- 8.5 This Agreement does not grant Lessee any right, title or interest in any portion of the Sonic Network. Lessee shall not have the right to possess, control, hold title to, change, replace, upgrade, modify, sell, salvage or encumber the Leased Fibers or any other Sonic equipment or fiber. Sonic retains the exclusive right to provide services or sell or lease fibers to other customers or end users, or otherwise profit from the Sonic Network and any property associated therewith, and Lessee shall have no right to receive income, proceeds, profits or otherwise benefit from or interfere with those activities. The Lessee acknowledges that interruptions, outages, or degradations in the actual transmission capability of the Leased Fibers may occur from time to time.

9. INDEMNIFICATION

- 9.1 Lessee agrees to release, indemnify, defend, protect, and hold harmless Sonic, its employees, officers, directors, agents, shareholders and Affiliates, from and against, and assumes liability for the following:
- (a) Any injury, loss or damage to any person, tangible property or facilities of any third person or entity or Sonic (including reasonable attorneys' fees and costs) to the extent arising out of or resulting from either: (i) the acts or omissions, negligent or otherwise, of Lessee, its officers, employees, servants, Affiliates, agents, contractors, licensees, invitees or vendors; or (ii) acts and omissions of Lessee constituting a default under this Agreement;
- (b) Any claims, liabilities or damages arising out of any violation by Lessee of any regulation, rule, statute or order of any local, state or federal governmental agency, court or body in connection with the use of the Leased Fibers hereunder;
- (c) Any claims, liabilities or damages arising out of any interference with or infringement of the rights of any third party as a result of Lessee's use of the Leased Fibers hereunder not in accordance with the provisions of this Agreement; and

(d) Any claims, liabilities or damages arising out of the use, resale, sharing or modification of the Leased Fibers or any other portion of the Sonic Network by Lessee and/or its customers or end users.

- 9.2 Nothing contained herein shall operate as a limitation on Sonic's right to bring an action for damages against any third party, such damages to include, but not be limited to, direct, indirect, statutory, special, consequential or punitive damages, based on any acts or omissions of a third party that may affect the construction, operation or use of the Leased Fibers or the Sonic Network; provided, however, that Lessee agrees to promptly assign any such rights, actions, or claims to Sonic and execute documents and take any other action reasonably necessary to enable Sonic to pursue any right, action or claim against a third party.

10. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

- 10.1 WITH THE EXCEPTION OF LESSEE'S OBLIGATION TO INDEMNIFY SONIC HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIM OR CAUSE OF ACTION REQUESTING OR CLAIMING SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, AND PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT THE SAME ARE FORESEEABLE). ANY CLAIM OR CAUSE OF ACTION REQUESTING OR CLAIMING SUCH DAMAGES IS SPECIFICALLY WAIVED AND BARRED, WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE OR A PARTY WAS NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EXAMPLES OF SUCH DAMAGES PROHIBITED UNDER THIS AGREEMENT, INCLUDE, BUT ARE NOT LIMITED TO, THOSE ARISING OUT OF CLAIMS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, AND/OR STRICT LIABILITY.
- 10.2 DAMAGES PROHIBITED UNDER THIS AGREEMENT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGE TO PROPERTY, DAMAGE TO EQUIPMENT, LOST PROFITS OR REVENUE (WHETHER ARISING OUT OF OUTAGES, TRANSMISSION INTERRUPTIONS OR PROBLEMS, ANY INTERRUPTION OR FUNCTIONAL DEGRADATION, LOSS OF UNDERLYING RIGHTS, OR ANY OTHER REASON), COST OF CAPITAL, OPPORTUNITY COSTS, COST OF REPLACEMENT SERVICES OR PROPERTY, COVER DAMAGES, OR CLAIMS OF LESSEE'S CUSTOMERS, END USERS OR THIRD PARTIES, CLAIMS RELATING TO CONSTRUCTION, RECONSTRUCTION, RELOCATION, REPAIR OR MAINTENANCE, OR ANY OTHER CAUSE WHATSOEVER.
- 10.3 LESSEE ACKNOWLEDGES THAT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SONIC MAKES NO WARRANTY REPRESENTATION OR INDEMNITY WITH RESPECT TO THE LEASED FIBERS, THE SONIC NETWORK, THE ASSOCIATED PROPERTY AND SERVICES, THE FACILITIES, OR ANY WORK PERFORMED UNDER THIS AGREEMENT, INCLUDING ANY AND ALL WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND LESSEE HEREBY EXPRESSLY WAIVES AND DISCLAIMS ALL SUCH WARRANTIES, REPRESENTATIONS AND INDEMNITIES. THE WARRANTIES SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES MADE BY SONIC TO LESSEE WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES MADE BY SONIC TO LESSEE WITH RESPECT TO THIS AGREEMENT AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED.

- 10.4 EXCEPT AS EXPRESSLY SET FORTH HEREIN, SONIC DISCLAIMS (AND LESSEE WAIVES) ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED FIBERS, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY WARRANTY AGAINST ANY VICE OR DEFECT IN THE THING LEASED, NOW EXISTING OR HEREAFTER ARISING.
- 10.5 LESSEE ACKNOWLEDGES THAT THE WAIVERS OF WARRANTY CONTAINED HEREIN HAVE BEEN CALLED TO ITS ATTENTION.

11. PAYMENT

- 11.1 Other than the initial Lease Fee, all other payments due hereunder, if any, shall be due thirty (30) days after the date of Sonic's invoice. All payments shall be made by wire transfer consistent with the wire transfer instructions that Sonic provides to Lessee. If any amount due under this Agreement is not received by its respective due date, in addition to its other available remedies, Sonic may in its sole and absolute discretion impose a late payment charge pursuant to Section 11.3. Notwithstanding anything in this Agreement to the contrary, no payment due hereunder is subject to reduction, recoupment, set-off, offset or adjustment of any nature by Lessee. All disputes or requests for billing adjustments must be submitted in writing by the due date and submitted with payment of all undisputed amounts due. Any amounts that are determined by Sonic to be in error or not in compliance with this Agreement shall be adjusted on the next month's invoice. Any disputed amounts that are deemed by Sonic to be correct as billed and in compliance with this Agreement, shall be due and payable by Lessee upon notification and demand by Sonic, along with any late payment charges that Sonic may impose pursuant to Section 11.3. Disputes shall not be cause for Lessee to delay payment to Sonic of the undisputed balance according to the terms outlined in this Section. Invoices submitted to Lessee by Sonic shall conform to Sonic's standard billing format and content, as modified by Sonic from time to time.
- 11.2 Upon confirmation of E-Rate approval from the Lessee, Sonic will apply eligible discounts. Sonic will work with USAC on behalf of the Lessee to obtain reimbursement. Lessee must provide Sonic with a copy of their E-Rate approval.
- 11.3 In the event a party shall fail to make any payment under this Agreement when due, such delinquent amounts shall accrue interest, from the date such payment is due until paid in full (including accrued interest) at the highest percentage allowed by law. In addition, Sonic may offset any amounts not paid when due, thereby reducing any amounts that Sonic or its Affiliates may owe to Lessee or Lessee's Affiliate under any other agreements between the parties or their respective Affiliates.

12. CHARACTERIZATION OF TRANSACTION

- 12.1 This Agreement is a lease of Leased Fibers and does not grant to Lessee any ownership interest in the Leased Fibers or any ownership, license or other possessory interests in the Sonic Network. Further, it is not the intention of the parties to create a loan or other financing arrangement between the parties.

13. TAXES, FEES AND OTHER GOVERNMENTAL IMPOSITIONS

- 13.1 Sonic is responsible for, and shall pay, all governmental assessments of a similar character that are included within the definition of Imposition, franchise taxes, right-of-way fees, and property taxes with respect to the construction, ownership, or operation of the Sonic Network which are imposed or assessed for periods prior to the Effective Date.

- 13.2 Except as set forth in Section 13.1 herein, Lessee shall be solely responsible throughout the Term for any Impositions properly payable with respect to the lease granted hereunder. The parties agree that they will cooperate with each other to minimize all Impositions and to coordinate their mutual efforts concerning audits, or other such inquiries, filings, reports, etc., as may relate solely to the activities or transactions arising from or under this Agreement, which originate from an authorized governmental tax authority.
- 13.3 The parties agree that the lease of the Leased Fibers in the Sonic Network hereunder shall be treated for federal, state, and local tax purposes as a lease of a portion of the Sonic Network pursuant to, and in accordance with, §467 of the Internal Revenue Code of 1986, and as set forth on Exhibit C hereto. The parties further agree to file their respective income and other tax returns and reports on such basis and, except as otherwise required by law, not to take any positions inconsistent therewith.
- 13.4 In the event an Imposition is made directly upon Lessee, Lessee shall: (i) directly make and administer the appropriate payment, or (ii) finance and administer any protest of such Imposition, provided the protest does not interfere with the rights and operations of Sonic.
- 13.5 In the event an Imposition is made upon Sonic, either by audit or other means, that is solely the responsibility of Lessee and Lessee desires to protest such Imposition, Lessee shall submit to Sonic a statement of the issues and arguments requesting that Sonic grant Lessee the authority to prosecute the protest in Sonic's name. Sonic's authorization shall not be unreasonably withheld, and shall be periodically reviewed by Sonic to determine any adverse impact upon Sonic. In the event Sonic withdraws such authority, Lessee shall expeditiously terminate all proceedings. Lessee shall finance, manage, control and determine the strategy for such protest, keeping Sonic informed of the proceedings.
- 13.6 In the event Lessee's Imposition is included as part of a larger assessment made upon Sonic, ("Common Imposition") and either party desires to protest its respective portion of the Common Imposition, such party shall give written notice to the other party. The party receiving notice shall timely respond whether it desires to join in such protest. All joint protests shall be financed in proportion to each party's respective share of the protested amount, and any reduction in the Common Imposition shall be shared in the same ratio. All protests of Common Impositions shall be controlled and managed by Sonic with consideration given to the input by Lessee. In the event either party chooses not to participate in a protest of a Common Imposition, such party shall timely notify the other party of such decision. Thereafter, if the party desiring to protest chooses to proceed, such party shall be solely responsible for financing, controlling, managing, and determining the strategy of the protest. All reductions from the protest shall accrue to the benefit of the party financing such protest. If Sonic is the non-participating party in a protest of a Common Imposition, Lessee shall submit to Sonic a statement of the issues and arguments requesting that Sonic grant Lessee the authority to prosecute the protest in Sonic's name. Sonic's authorization shall not be unreasonably withheld, and shall be periodically reviewed by Sonic to determine any adverse impact upon Sonic. In the event Sonic withdraws such authority, Lessee shall expeditiously terminate all proceedings. Lessee shall finance, manage, control and determine the strategy for such protest keeping Sonic informed of the proceedings.

14. NOTICE

- 14.1 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 Lessee:

Santa Rosa City Schools

Attention: _____

Address: _____

Tel: _____

Fax: _____

With a copy to:

If to Sonic:

Sonic.net, Inc.
Attention: Dane Jasper
2260 Apollo Way, Santa Rosa, CA 95407

Telephone No.: 707-522-1000
Facsimile No.: 707-595-4620

Or at such other address as either party may designate from time to time in writing to the other party.

- 14.2 Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses specified in this Section, and will be considered given when received or refused: (i) when delivered by facsimile, so long as duplicate notification is sent immediately via overnight delivery; (ii) when delivered in person to the recipient named on the signature page; (iii) when delivered either registered or certified U.S. Mail, return receipt requested, postage prepaid; or (iv) when delivered by an overnight courier service.

15. CONFIDENTIALITY

- 15.1 The Parties will use reasonable efforts to avoid sharing Confidential Information with each other. However, during the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will:

(a) Identify information and materials disclosed to the other Party that the disclosing Party believes to be Confidential Information.

(b) Maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction;

(c) Restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information;

(d) Take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential Information and will not be less than reasonable care; and

(e) Use the Confidential Information only in furtherance of the performance of this Agreement.

Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement. Sonic acknowledges that Lessee is a public agency that is subject to document requests pursuant to the California Public Records Act (the "Act"). The Lessee shall notify Sonic within five (5) business days of receiving a request under the Act for any records which would constitute Confidential Information and to the extent allowed by law, Lessee shall apply exceptions to disclosure of the Confidential Information that are applicable under the Act, including but not limited to the confidential trade secrets exception to disclosure, provided by law. If a suit is filed by a member of the public with respect to any such request, Lessee will cooperate in any action to intervene filed by Sonic, by providing any necessary documentation and Information pertinent to this Agreement and its execution. Notwithstanding any provision in this Agreement to the contrary, Sonic will indemnify and hold harmless Lessee for any and all costs and attorney fees awarded to a prevailing plaintiff arising out of or related to a suit which result from Lessee's actions, taken at Sonic's request, in compliance with the provision in protecting the Confidential Information from public disclosure, but only to the extent that the Lessee is required to pay the prevailing Party's costs and attorney fees.

15.2 Notice of Disclosure.

(a) In the event either party has a legal obligation which requires disclosure of the terms and conditions of this Agreement or any Proprietary Information (including, without limitation, with the Securities and Exchange Commission or other regulatory agencies), the party having the obligation shall immediately notify the other party in writing of the nature, scope, and source of such obligation so as to enable the other party, at its option, to take such action as may be legally permissible so as to protect the confidentiality provided for in this Agreement. At least ten (10) business days advance written notice under this Section 17 shall be provided to the other party, whenever possible.

(b) Notwithstanding anything to the contrary contained herein, in the event that Lessee commences a voluntary case under Chapter 11 of the Bankruptcy Code (11 U.S.C. §§ 101, *et seq.*) or consents to entry of an order for relief in an involuntary case, and Lessee files a motion (the "Section 365 Motion") or a plan of reorganization (the "Plan") seeking to assume or reject this Agreement under section 365 of the Bankruptcy Code, unless ordered by the court having jurisdiction over such bankruptcy case (the "Court") or otherwise required by applicable, non-bankruptcy law, it shall not attach to the Section 365 Motion or the Plan or this Agreement or describe in the Section 365 Motion or the Plan the details of this Agreement, unless, (a) prior to attaching this Agreement or any related agreements to a motion or plan of reorganization or otherwise disclosing the contents of the Agreement, Lessee shall use its best efforts to obtain entry of an order of the Court in form and substance reasonably acceptable to Sonic (i) authorizing the filing

of this Agreement with the Clerk of the Court under seal, (ii) limiting the provision and dissemination of copies of this Agreement, marked "Highly Confidential Proprietary Information," to counsel for any official committees appointed in Lessee's bankruptcy case; to committee members on any such committee and to counsel for any banks or institutions that are parties to debtor-in-possession financing agreements, and to the United States Trustee and such other persons as the Court may direct, and (iii) prohibiting all such parties from disclosing the substance of such Agreement to any other person or entity or in open court without the consent of the parties or order of the Court obtained after a hearing held on reasonable notice to the parties; provided, however, that a copy of this Agreement may be disclosed to (i) the Court on a confidential basis in connection with obtaining any such order, and (ii) such persons, including, without limitation, any such official committees and their members and professionals as shall have executed and delivered to Lessee (with a copy simultaneously delivered to Sonic) a confidentiality agreement in form and substance reasonably acceptable to Sonic.

(c) Notwithstanding anything to the contrary contained herein, in the event that either party initiates or participates in an arbitration, litigation or other legal proceeding relating to this Agreement other than as described in subsection (b) above, unless ordered by the presiding court or otherwise required by applicable, non-bankruptcy law, it shall not attach this Agreement to any filings, documents or disclosures provided in connection with such arbitration, litigation or legal proceeding, or describe the details of this Agreement in such filings, documents or disclosures unless, prior to attaching this Agreement thereto otherwise disclosing the contents of the Agreement, the party seeking to disclose the contents of this Agreement shall use its best efforts to obtain entry of an order of the court presiding over such litigation or proceeding or a ruling of the arbitrator in form and substance reasonably acceptable to the other party (i) authorizing the filing of this Agreement with the Clerk of the presiding court under seal or with the arbitrator, provided that the arbitrator has agreed to maintain the confidentiality thereof, (ii) limiting the provision and dissemination of copies of this Agreement and any related agreements, marked "Highly Confidential Proprietary Information," to opposing counsel in such arbitration, litigation or other proceeding and such other persons as the arbitrator or court may direct, and (iii) prohibiting all such parties from disclosing the substance of the Agreement to any other person or entity or in open court or in any other venue or medium without the consent of the parties or order of the court or ruling of the arbitrator obtained after a hearing held on reasonable notice to the parties; provided, however, that a copy or detailed description of this Agreement may be disclosed to (i) the court or arbitrator on a confidential basis in connection with obtaining any such order or ruling, and (ii) such persons as shall have executed and delivered to the party seeking disclosure (with a copy simultaneously delivered to the other party) a confidentiality agreement in form and substance reasonably acceptable to the non-disclosing party.

- 15.3 The provisions of this Section 17 shall survive for a period of two (2) years from the date of the expiration or termination of this Agreement. The parties agree that the provisions of this Section 17 are an essential element of this Agreement. The parties agree that a breach of this Section 17 will materially harm the other party in a manner that cannot be compensated by monetary damages, and that in the event of such breach the prerequisites for an injunction have been met.

16. DEFAULT

- 16.1 A party shall be in default under this Agreement upon the occurrence of an Event of Default. Upon the occurrence of an Event of Default, other than an Event of Default based upon non-payment of any amounts owed under this Agreement, the defaulting party shall have thirty (30) days after the non-defaulting party gives written notice of default to the defaulting party to cure the default (unless the default is waived in writing by the non-defaulting party within the thirty (30) day period). However, in such cases where

a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable efforts, the party in default must cure the default within ninety (90) days after the non-defaulting party gives its notice. When an Event of Default arises from the non-payment of any amounts owed by the defaulting party, the non-defaulting party is not required to send a written notice of default to the defaulting party.

16.2 An Event of Default shall mean the following: (i) failure to make any payment under the terms of this Agreement within fifteen (15) days from the date payment is due; (ii) breach of any material provision; or (iii) Lessee is or becomes Insolvent.

16.3 In addition to the specific remedies provided in this Agreement, upon giving notice of default, the non-defaulting party may: (i) accelerate future lease payments (if any) through the remainder of the Term and recover such amounts from the Lessee; (ii) take any action it determines to be necessary to correct the default; and (iii) pursue any other legal or equitable remedies it may have under applicable law that are consistent with the terms of this Agreement.

17. TERMINATION

17.1 Either party may terminate this Agreement upon the failure of the other party to cure an Event of Default before the expiration of the applicable cure period, if any, as required by Section 18. In the event either party terminates this Agreement in its entirety or as to any portion of the System Route, the aggrieved party may, subject to the dispute resolution provisions herein, pursue any legal or equitable remedy available to it under applicable law, including, without limitation, accelerating future lease payments (if any) through the remainder of the Term and recovering such amounts from the Lessee.

17.2 The following sections shall survive the termination or expiration of the Agreement: 10 (Indemnification), 11 (Limitation of Liability, Disclaimer of Warranties), 15 (Taxes), 17 (Confidentiality), 21 (Arbitration), 26 (Publicity) and 28 (Personal Liability).

18. FORCE MAJEURE

18.1 Neither party shall be in default under this Agreement if its failure to perform is caused by any of the following conditions: act of God; fire; flood; sabotage; power outages; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations, orders approvals or restrictions (collectively, "Regulations"); war or civil disorder; acts of terrorism; labor unrest or strike; failure of a third party to grant or recognize a required right-of-way permit, easement, Underlying Right, or other required authorization for use of the intended right-of-way; or any other cause beyond the commercially reasonable control of the affected party. The party claiming relief under this Section shall promptly notify the other in writing of the existence of the force majeure event relied upon and the cessation or termination of that event. For the duration of any valid force majeure event, the performance or nonperformance of the affected party shall be excused.

19. DISPUTE RESOLUTION

21.1 The parties express their intent to resolve all disputes, to the greatest extent possible by mutual discussion, or, in appropriate circumstances, by mediation. Nothing in this provision, however, shall prevent either party from instituting litigation with regard to this contract, or require discussion, negotiation or mediation prior to the institution of such litigation.

21.2 The failure of either party to enforce any provision of this Agreement, or conduct by a party that purports to waive any provision, shall not be construed as a general or specific waiver or relinquishment of any provision of this Agreement. A waiver of any provision of or right or obligation arising under this Agreement shall be valid only if in writing and executed by an authorized representative of the waiving party, specifically identifying the subject of the waiver, and clearly and unequivocally waiving the provision, right or obligation that is the subject of the waiver.

20. GOVERNING LAW

20.1 This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the substantive laws of the state of California without regard to any choice of law rules that would require the application of the law of any other jurisdiction.

21. RULES OF CONSTRUCTION

21.1 The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement that import the singular connotation shall be interpreted as plural, and words that import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require.

21.2 Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

21.3 Except as set forth to the contrary herein, any right or remedy of Lessee or Sonic shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

21.4 This Agreement has been fully negotiated between and jointly drafted by the parties, each of whom had full opportunity to consult with counsel before execution.

21.5 In the event of a conflict between the provisions of this Agreement and those of any Addendum or Exhibit, the provisions of this Agreement shall prevail and such Addendum or Exhibit shall be corrected accordingly.

21.6 All actions, activities, consents, approvals and other undertakings of the parties in this Agreement shall be performed in a reasonable and timely manner, it being expressly acknowledged and understood that time is of the essence in the performance of obligations required to be performed by a date certain or within a time period specified herein. Except as specifically set forth herein, for the purpose of this Section the normal standards of performance within the telecommunications industry in the relevant market shall be the measure of whether a party's performance is reasonable and timely.

22. REPRESENTATIONS

22.1 Each party represents that:

(a) It has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, and this Agreement does not violate, conflict with, or otherwise constitute a breach of any agreement or arrangement to which it is a party or by which it is bound;

(b) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

(c) At the time of execution, this Agreement does not violate any applicable existing state or federal law.

22.2 Lessee represents that it is entering into and has negotiated this Agreement at arm's-length, that Sonic has acted in good faith, and that Lessee has been represented in connection with this Agreement and the transactions contemplated hereunder by competent counsel familiar with agreements of this nature. Lessee further represents that it has been advised by its counsel with respect to the terms and enforceability of this Agreement and understands and acknowledges that (i) the prepaid Lease Fees provided for herein are not refundable, (ii) by prepaying such Lease Fees, Lessee's total cost for the Leased Fibers is less than it would be if Lessee had not prepaid in full, and (iii) Lessee's sole remedies for Sonic's failure to perform its obligations are as set forth in Section 11 herein.

23. PUBLICITY, NAME AND MARKS

23.1 No publicity regarding the existence and/or terms of this Agreement may occur without Sonic's prior express written consent, and such written consent, if granted, may be granted only by Sonic's Chief Marketing Officer or his designee. The content and timing of any press releases and all other publicity regarding the subject matter of this Agreement or Lessee's relationship with Sonic, if authorized, shall be mutually agreed upon by the parties in advance. Notwithstanding anything to the contrary herein, Lessee may not make any disclosure to any other person or any public announcement regarding the existence and the terms of this Agreement or any relationship between Lessee and Sonic, without Sonic prior written consent. In addition, neither party shall use any trademark, service mark, brand name, copyright, patent, trade secret or any other intellectual property of the other party or its respective Affiliates without the other party's prior written consent and in the case of Sonic, without the prior written consent of the Chief Marketing Officer or his designee.

24. ASSIGNMENT

24.1 This Agreement shall be binding on Lessee and its respective Affiliates, successors, and assigns. Lessee shall not assign, sell or transfer this Agreement or the right to receive the lease hereunder, whether by operation of law or otherwise, without the prior written consent of Sonic. Any attempted assignment in violation hereof shall be null and void.

25. NO PERSONAL LIABILITY

25.1 Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party.

26. RELATIONSHIP OF THE PARTIES

26.1 The relationship between Lessee and Sonic shall not be that of partners, agents, or joint ventures. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, or agency agreement between the parties for any purposes, including but not limited to federal income tax purposes. Lessee and Sonic, in performing any of their

obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

27. NO THIRD PARTY BENEFICIARIES

27.1 This Agreement does not provide, and is not intended to provide, any third party beneficiaries, including, but not limited to, Lessee's end users or customers, with any remedy, claim, reimbursement, cause of action or other right or privilege.

28. SEVERABILITY

28.1 If any term, covenant or condition contained herein shall, to any extent, be invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. COUNTERPARTS

29.1 This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for the purpose of enforcing this Agreement. The parties agree to exchange original signature pages as soon as practicable following exchange of the facsimile signature pages (if that occurs), but the original signatures are not required in order to enforce the Agreement.

30. ENTIRE AGREEMENT; AMENDMENT

30.1 This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, relating to the subject matter hereof, which are of no further force or effect.

30.2 The Addendum and Exhibits referred to herein are integral parts hereof and are made a part of this Agreement.

30.3 This Agreement may only be modified or supplemented by an instrument in writing that is executed by a duly authorized representative of each party.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the parties have executed this Agreement as of the date first above written.

Santa Rosa City School District

By: _____

Name: _____

Title: _____

SONIC.NET, INC.

By: _____

Name: Dane Jasper

Title: CEO

ADDENDUM 1: DEFINITIONS

The following terms shall have the meanings set forth in this Addendum when used in this Agreement, unless explicitly stated to the contrary:

“Affiliate” means: (i) any individual, corporation, partnership, limited liability company, limited liability partnership, practice, association, joint stock company, trust, unincorporated organization or other venture or business vehicle (each an “Entity”) in which a party owns a twenty percent (20%) or greater equity interest; or (ii) any Entity which, directly or indirectly, is in Control of, is Controlled by or is under common Control with a party, as applicable, after applying the attribution rules of Section 318 of the U.S. Internal Revenue Code. For the purpose of this definition, “Control” of an Entity shall also include the power, directly or indirectly, whether or not exercised to vote fifty percent (50%) (or such lesser percentage as is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) or more of the securities or other interests having ordinary voting power for the election of directors or other managing authority of such Entity.

“Collateral” is defined in Section 14.1 herein.

“Connecting Points” means the mutually agreed upon splice points in Sonic manholes, handholes, or fiber distribution panels which can be used to access the Leased Fibers.

“Costs” means all actual, direct costs paid or payable in accordance with the established accounting procedures generally used by Sonic and which it utilizes in billing third parties for reimbursable projects which costs shall include, without limitation, the following: (i) internal labor costs, including wages and salaries, and benefits, and overhead allocable to such labor costs, and (ii) other direct costs and out-of-pocket expenses on a pass-through basis (e.g., equipment, materials, supplies, contract services, etc.).

“Cross-Connect Panel” means the piece of equipment designated by Sonic in a POP at which the Leased Fibers are terminated and at which location Lessee may have access to and interconnect with the Leased Fibers through use of Local Distribution Facilities or other facilities acceptable to Sonic.

“Deliver” or “Delivery” of Leased Fibers and Leased Fibers “Delivered” mean that the applicable Leased Fibers will be available for use at the Cross-Connect Panels designated by Sonic hereunder.

“Disclosing party” is defined in Section 17.1 herein.

“Event of Default” is defined in Section 18.2 herein.

“Effective Date” is defined in the first paragraph of this Agreement.

“Fiber Acceptance Test” is defined in Section 4.2 herein.

“Impositions” means all taxes, fees, levies, imposts, duties, contributions, withholdings or charges of a similar nature (including, without limitation, sales and use taxes), assessed by any federal, state or local government or taxing authority by reason of the lease transaction entered into pursuant to this Agreement assessed for any period during the Term of the Agreement and subsequent to the Effective Date. Impositions shall also include any penalties, fines, or interest thereon. Specifically excluded from such term are all taxes based upon ownership, including, without limitation, property taxes and other taxes the measure of which is net income or net worth.

“Insolvent” means the occurrence of any of the following events, whereby Lessee (i) becomes or is declared insolvent or files a petition under Title 11 of the United States Code or is subject to an order for relief thereunder; (ii) is the subject of any proceedings related to its liquidation, insolvency or for the appointment

of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations.

“Interest Holder” is defined in Section 2.8(b) of Exhibit B herein.

“Leased Fibers” means the specific dark fibers described in Exhibit A.

“Local Distribution Facilities” means those telecommunications transmission facilities that interconnect with the applicable Leased Fibers at a Cross-Connect Panel and extend each System Route of the applicable Leased Fibers to a location outside of the Sonic POP.

“NOC” means the Sonic's Network Operation Center as described in Section 2.3(a) of Exhibit B herein.

“Outage” is defined in Section 2.8(a) of Exhibit B herein.

“Planned System Work Period” or “PSWP” means a prearranged period of time reserved for performing certain work on the Sonic Network that may potentially impact traffic. Generally, this will be restricted to weekends, avoiding the first and last weekend of each month and high-traffic weekends. The PSWP shall be agreed upon pursuant to Exhibit B.

“POP” means the Sonic terminal facility (point of presence) where the Leased Fibers are Delivered to Lessee.

“Proprietary Information” is defined in Section 17.1 herein.

“Sonic Network” means the fiber optic telecommunications network operated by Sonic in California, including at the election of Sonic, such telecommunications capacity as Sonic may obtain from another network provider and integrate into its own network for purposes of providing services or leased fibers to its customers.

“Recipient party” is defined in Section 17.1 herein.

“Regulations” is defined in Section 20.1 herein.

“Scheduled Maintenance” is defined in Section 2.2(a) of Exhibit B herein.

“System Route” means the physical route along which the Leased Fibers are placed by Sonic on the Sonic Network, as more particularly described in Exhibit A hereto. For maintenance purposes only, Sonic reserves the right to alter temporarily each applicable System Route, provided that such alterations do not result in changes to the endpoints (POPs) of the applicable System Route.

“Term” is defined in Section 5.1 herein.

“Underlying Rights” means certain rights of way and other agreements obtained by Sonic for construction and operation of the Sonic Network in accordance with this Agreement.

“Unscheduled Maintenance” is defined in Section 2.2(b) of Exhibit B herein and consists of Emergency Unscheduled Maintenance and Non-Emergency Unscheduled Maintenance.

EXHIBIT A:
DESCRIPTION OF SYSTEM ROUTE IN SONIC NETWORK

Number of Leased Fibers	Site A: Address	Site B: Address	Lease Fee	Monthly Maintenance Fee
Single Fiber (Bi-Directional)	Santa Rosa City Schools District Office (SRCSDO) 211 Ridgway Avenue, Santa Rosa, CA.	Elsie Allen High School 599 Bellevue Avenue, Santa Rosa	\$120,000	\$85/month
Single Fiber (Bi-Directional)	Santa Rosa City Schools District Office (SRCSDO) 211 Ridgway Avenue, Santa Rosa, CA.	Sonoma County Office of Education 5340 Skylane Blvd., Santa Rosa	\$120,000	\$85/month
<p>Term Renewal Option:</p> <p>Sonic will offer two, five-year term renewals at a recurring rate of \$650/month per site plus a \$85/month per site maintenance fee. Should Lessee elect to renew, an executed renewal contract would be required and would be contingent upon E-rate and CTF funding approval.</p>				
			Renewal Option: MRC, 60 Month Term	Maintenance MRC
Connection				
SRCSDO to Elsie Allen High School			\$650.00/month	\$85.00/month
SRCSDO to Sonoma County Office of Education			\$650.00/month	\$85.00/month

**EXHIBIT B:
TECHNICAL SPECIFICATIONS**

1.0 FIBER CABLE SPLICING, TESTING AND ACCEPTANCE PROCEDURES

1.1 All splices will be performed with an industry-accepted fusion-splicing machine.

1.2 Splice loss acceptance testing will be provided as follows:

(a) Sonic will provide a Bi-directional Splice Loss Report for each individual splice, in a span of fiber optic cable, from FDP to FDP, or from FDP to bare end of cable, which ever applies. This report will provide the actual splice loss (calculated by averaging the uni-directional readings from each direction) of each individual splice, on each individual fiber, in the given fiber optic cable span. There is no maximum attenuation specification for an individual splice.

(b) Sonic will also provide a Fiber Acceptance Report, containing the bi-directional splice loss span average for all the splices in each individual fiber, in a given span of fiber optic cable. The actual splice loss span average for each fiber in a span will not exceed .15dB. All splice loss testing will be performed at 1550nm wavelength.

1.3 Power Loss Span Testing will be provided as follows:

(a) All power loss readings will be bi-directional at 1550nm wavelength.

(b) Sonic will provide end-to-end power loss test readings for each fiber, in each fiber optic cable span, from FDP to End of Cable, using the Sonic Bi-directional Power Loss Data Report.

(c) Power loss readings will be measured in decibels, and qualified by comparison to the calculated, maximum expected loss, in decibels, of the fiber optic cable span. The power loss test readings shall not exceed the calculated maximum expected loss of the fiber optic cable span under test. The maximum expected loss will be calculated by the following formula;

$(\text{Span length in kilometers} \times 0.30\text{dB/km}) + (\text{number of splices} \times 0.15\text{dB}) + (0.50\text{dB} \times \text{number of mated pair of connectors}) = \text{maximum expected span loss in decibels.}$

1.4 Optical Return Loss (ORL), as calculated by an OTDR, will be provided on the Fiber Acceptance Report.

1.5 The fibers shall be terminated to the FDP, if any, with SC connectors, unless another type of connector is specified.

2.0 MAINTENANCE SPECIFICATIONS AND PROCEDURES

2.1 All other terms not otherwise defined herein shall have their respective meanings as set forth in the Agreement of which this Exhibit forms a part.

2.2 Maintenance.

(a) Scheduled Maintenance. Routine maintenance and repair of the Leased Fibers described in this section ("Scheduled Maintenance") shall be performed by or under the direction of Sonic, at Sonic's reasonable discretion or at Lessee's request. Scheduled Maintenance of a Leased Fiber segment shall commence when Lessee executes an acceptance letter of that segment. Scheduled Maintenance shall include the following activities:

1) Patrol of System Route on a regularly scheduled basis.

2) Maintenance of a "Call-Before-You-Dig" program and all required and related cable locates;

(b) **Unscheduled Maintenance.** Non-routine maintenance and repair of the Leased Fibers that is not included as Scheduled Maintenance ("Unscheduled Maintenance"), shall be performed by or under the direction of Sonic. Unscheduled Maintenance of a Leased Fiber segment shall commence when Lessee executes an acceptance letter of that segment. Unscheduled Maintenance shall consist of:

1) "Emergency Unscheduled Maintenance" in response to an alarm identification by Sonic's Network Operations Center, notification by Lessee or notification by any third party of any failure, interruption or impairment in the operation of the Leased Fibers, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Leased Fibers.

2) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Sonic System.

(c) Lessee shall immediately report the need for Unscheduled Maintenance to Sonic in accordance with procedures promulgated by Sonic from time-to-time. Sonic will log the time of Lessee's report, verify the problem and dispatch personnel immediately to take corrective action.

2.3 Network Operations Center.

(a) Sonic shall operate and maintain a Network Operations Center ("NOC") staffed twenty-four hours a day, seven days a week by trained and qualified personnel. Sonic's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. Sonic shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time Sonic becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of Sonic. Sonic shall maintain a toll-free telephone number to contact personnel at the NOC. Sonic's NOC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the Leased Fibers, (i) through the Lessee's remote surveillance equipment and upon notification by Lessee to Sonic, or (ii) upon notification by a third party.

2.4 Cooperation and Coordination.

(a) Lessee shall utilize an operations escalation list, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of Sonic in meeting maintenance service objectives.

(b) Lessee will, as necessary, arrange for unescorted access for Sonic to all Leased Fibers sites in the System Route, subject to applicable contractual, underlying real property and other third-party limitations and restrictions.

(c) In performing its services hereunder, Sonic shall take reasonable care to prevent impairment to the signal continuity and performance of the Leased Fibers. The precautions to be taken by Sonic shall include notifications to Lessee. In addition, Sonic shall reasonably cooperate with Lessee in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Lessee, then Lessee shall, at Sonic's reasonable request, make such personnel of Lessee available as may be necessary in order to accomplish such maintenance, which personnel shall

coordinate and cooperate with Sonic in performing such maintenance as required of Sonic hereunder.

(d) Sonic shall use its best efforts to notify Lessee at least ten (10) business days prior to the date in connection with any PSWP of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. Lessee shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with Sonic's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, Sonic shall use its best efforts to notify Lessee at Sonic's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

2.5 Facilities.

(a) Except to the extent otherwise expressly provided in the Agreement, Lessee will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by Lessee in connection with the operation of the Leased Fibers, none of which is included in the maintenance services to be provided hereunder.

2.6 Cable/Fibers.

(a) Sonic shall perform appropriate Scheduled Maintenance on the cable contained in the System Route in accordance with good utility practice.

(b) Sonic shall have qualified representatives on site any time Sonic has reasonable advance knowledge that another person or entity is engaging in high risk construction activities or otherwise digging within five (5) feet of the cable.

(c) Sonic shall use commercially reasonable efforts to maintain sufficient capability to teleconference with Lessee during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, Sonic shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after the Sonic maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, Sonic shall commence its planning for permanent repair, and thereafter promptly shall notify Lessee of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available Planned Service Work Period (PSWP).

(d) In performing repairs, Sonic shall comply with the splicing specifications as set forth in Section 1.0 of this Exhibit. Sonic shall provide to Lessee any modifications to these specifications as may be necessary or appropriate.

(e) Sonic's representatives that are responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible.

2.7 Planned Service Work Period (PSWP).

(a) Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts,



will be scheduled for PSWP weekends. The intent is to avoid, to the extent commercially reasonable, jeopardy work on the first and last weekends of the month and high-traffic holidays.

2.8 Restoration.

(a) Sonic shall respond to any interruption of service or a failure of the Leased Fibers to operate in accordance with the specifications set forth in this Exhibit (in any event, an "Outage") as quickly as reasonably possible (allowing for delays caused by circumstances beyond the reasonable control of Sonic) in accordance with the procedures set forth herein.

(b) When restoring a cut cable in the System Route, the parties agree to work together to restore all traffic as quickly as possible. Sonic, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. Sonic shall splice fibers tube by tube or ribbon by ribbon or fiber bundle by fiber bundle, rotating between tubes or ribbons operated by the separate Interest Holders, including Lessee, in accordance with the following described priority and rotation mechanics; provided that, lit fibers in all buffer tubes or ribbons or fiber bundles shall have priority over any dark fibers in order to allow transmission systems to come back on line; and provided further that, Sonic will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. For the purpose of this Exhibit, the term "Interest Holder" means any party who leases, owns, or has a right to use fibers on the System Route. In general, priority among Interest Holders affected by a cut shall be determined on a rotating restoration-by-restoration and segment-by-segment basis, to provide fair and equitable restoration priority to all Interest Holders, subject only to such restoration priority to which Sonic is contractually obligated prior to the date of the Agreement. Sonic shall use all reasonable efforts to implement a Sonic Network-wide rotation mechanism on a segment-by-segment basis so that the initial rotation order of the Interest Holders in each segment is varied (from earlier to later in the order), such that as restorations occur, each Interest Holder has approximately equivalent rotation order positions across the Sonic Network. Additional participants in the Sonic's Network that become Interest Holders after the date hereof shall be added to the restoration rotation mechanism.

(c) The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

2.9 Subcontracting.

(a) Sonic may subcontract any of the maintenance services hereunder; provided that Sonic shall require the subcontractor(s) to perform in accordance with the requirement and procedures set forth herein. The use of any such subcontractor shall not relieve Sonic of any of its obligations hereunder.

2.10 Fees and Costs.

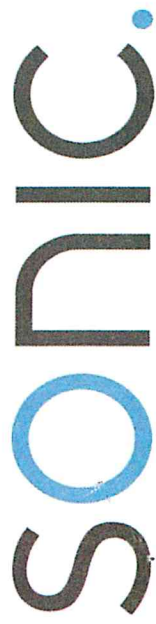
(a) Scheduled Maintenance Fees. The fees payable for any and all Scheduled Maintenance hereunder are set as \$85 per month per site, as described in Exhibit A. Scheduled Maintenance Fees are to be paid annually in advance with the first payment due on or before the Acceptance Date and subsequent annual payments due on or before the anniversary of the Acceptance Date.

2.11 Term.

(a) Sonic's obligation to perform maintenance on the relevant portion of the Sonic Network shall be for the Term, and any subsequent renewals.

**EXHIBIT C:
PAYMENT ALLOCATION SCHEDULE**

For tax purposes only, the Lease Fee paid hereunder shall be allocated one/tenth (1/10) per annual period beginning with the Effective Date.



Attention: Dane Jasper
2260 Apollo Way
Santa Rosa, CA 95407

Santa Rosa City Schools

Submission For:
Internet Service to be Funded
Under E-Rate Year 19 (2016-2017)

April 2016

(47)

Introduction:

Mr. Tunheim,

Thank you for the opportunity to provide a formal proposal for service to Sonoma County Office of Education. Sonic is authorized to do business in California with its corporate office located in Santa Rosa, CA. For purposes of verifying this information, our Federal Tax ID number is 68-042366.

Sonic is a California and FCC licensed CLEC (Competitive Local Exchange Carrier). Sonic has been involved with the E-Rate program since 1998, our SPIN number is 143014699. Sonic can offer Voice, Internet and WAN services via E-Rate and California Teleconnect funding to all qualifying organizations throughout California. Sonic is the largest independent Internet Service Provider in Northern California, which allows us to respond to RFP's like this with flexibility and customizable solutions that best fit the needs of the district and schools.

Mr. Dane Jasper has signed this proposal below. Mr. Jasper's authority to sign is designated by both his ownership in the company and his operational position as CEO.

Sincerely,



Dane Jasper, CEO & Co-Founder
Sonic

Company Profile

Sonic was created in 1994 via a partnership of the owners Dane Jasper and Scott Doty. Sonic began as an effort to bring network connectivity and Internet access to staff and students at the campus of the Santa Rosa Junior College, at a time when many people hadn't yet heard the terms Internet, email address, or World Wide Web.

Headquartered in Northern California, Sonic now brings integrated and affordable telecommunications services to customers of all sizes throughout California. Sonic is a local California telecommunications provider and certificated public utility U-7002. Sonic's integration of local and long distance with data communication services, combine to form cost effective solutions and create a compelling value for its customers. Sonic is the largest ISP in Northern California, and employs over 300 highly qualified individuals.

Sonic's popularity and tremendous growth are due to its award winning customer service, strict customer privacy policies and technical teams that provide superior networking and support.

Qualifications

Sonic's Internet backbone is defined as Tier 2, of which there are currently 3 different interconnect points to multiple Tier 1 providers. At these 3 different Interconnect points Sonic connects to the following Tier 1 networks; GTT, XO Communications, Layer42, and significant peering with public and private entities.

Sonic is currently building new residential and business park fiber optic network this year in San Francisco, Brentwood, Petaluma, Santa Rosa and Sebastopol and recently completed a SCOE Wide Area Network build for seven Sonoma County schools.

Sonic is eligible to participate in the E-Rate and California Teleconnect Fund programs. Our SPIN number is 143014699.

Sonic works with multiple certified and experienced telecommunication engineers, with a host of other telecom specific certifications and on-going training. Sonic makes it a point to provide its educational customers direct access to the network administrators that can give straight answers and grant request without delay or with layers of red tape.

Sonic is certified as a California facilities based CLEC by the California Public Utilities Commission.

Protecting Your Network and Assets

Sonic is a company whose leadership values the integration of technology with education. Natural disasters, human error, malicious attacks; any number of unforeseen events can slow or shut down the communications systems so vital to school systems.

Sonic's intelligently designed data network is configured so that it can reroute traffic around congested or link failures caused by Earthquakes, equipment failures, or human error.

Redundancy, Diversity, and Disaster Recovery

Sonic provides continuity solutions that are delivered over a secure, reliable, high performance network. The network is designed with built-in redundancy, diversity and with high performance standards.

Sonic's headquarters is a secured facility with a 5,000 square foot data center currently used by multiple local government agencies for connectivity and disaster recovery. The data center includes high security with biometric access controls with video surveillance, redundant power, fire suppression, and diverse fiber connections with dual entrances and paths. Sonic is the primary location in the North Bay for disaster recovery and emergency response communications.

Sonic has independent diesel power with both on-site fuel storage and cooling water; enabling us to power and cool the datacenter independent of utility power, gas and water. All power transfer systems are fully automated and redundant.

Sonic staffs its own permanent construction crews and owns its equipment, ensuring personnel and equipment availability in the event of a disaster.

References

Sonoma County of Education (SCOE)

Daniel Bienkowski
707-524-8324

Sonic completed a point-to-multipoint 10Gig Ethernet WAN to seven schools located in Healdsburg and Santa Rosa.

Sonoma Jet Center

Josh Hochberg
612-384-7014

Sonic provides Gigabit Fiber Internet and hosted, fully managed phone service for three separate locations.

Amy's Kitchen

Shayne Young
707-781-6600

Sonic provides Gigabit Fiber Internet and hosted, fully managed phone service.

Lagunitas Brewing

Jason Gregori
707-769-4495

Sonic provides Gigabit Fiber Internet and hosted, fully managed phone service.

Support and Escalation Contact Information:

- Service issues should be reported immediately to Sonic's Network Operations Center at **(877) 706-5662**.
- Non emergency related questions may be initiated by emailing the NOC at netops@sonic.com upon which a trouble ticket is automatically opened.

In the event it is necessary to escalate a service issue, please contact Sonic's management personnel listed below for assistance:

1st Level Escalation

NOC Hotline 24/7/365

Phone: 877-706-5662

Email: netops@sonic.com

2nd Level Escalation

Nathan Patrick

Chief Technology Officer

Office: 707-522-1000

Direct: 707-237-6218

Email: nathan.patrick@sonic.com

3th Level Escalation

Dane Jasper

CEO & Co-Founder

Office: 707-522-1000

Direct: 707-237-6205

Email: dane.jasper@sonic.com

Dane Jasper – Chief Executive Officer & CO-Founder

- Dane Jasper
- Office: (707) 522-1000
- Direct: (707) 237-6205
- dane.jasper@sonic.com

- Dane Jasper
- Chief Executive Officer & Co-Founder
- Dane has significant experience and expertise in all aspects of data, voice and video transmission networks, with over 20 years of experience expressly in the telecommunications industry. Mr. Jasper's specific experience and proficiency is in IP networking, infrastructure, data transmission, and security.
- As CEO of Sonic, Dane's principal duties include the day to day management and oversight of network operation, engineering, and system operations, and the technicians that operate it. His contact information is above.

Nathan Patrick – Chief Technology Officer

- Nathan Patrick
- Office: (707) 522-1000
- Direct: (707) 237-6218
- nathan.patrick@sonic.com

- Nathan Patrick
- Chief Technology Officer
- Nathan has significant experience in all aspects of data, voice and video transmission networks, with over 14 years of company experience expressly in the telecommunications environment.
- Mr. Patrick oversees network operations. This department includes our information systems, network design and deployment groups for the in-house, outside plant construction, as well as our 24 hour network operation center (NOC).

Kelsey Cummings - Systems Architect

- Kelsey Cummings
 - Office: (707) 522-1000
 - Direct: (707) 237-6210
 - kelsey.cummings@sonic.com
-
- Kelsey Cummings
 - System Architect
 - Kelsey has significant experience in system software development, with over 15 years of company experience.
 - Mr. Cummings oversees system operations. This department includes our software development, systems operations, and data center facilities.

Orders / Provisioning and Billing Support:

Orders / Provisioning

1st Level Escalation – Orders/Provisioning
NOC - Network Operation Center
NOC: 877-706-5662
Email: netops@sonic.com

2nd Level Escalation – Orders / Provisioning
Nathan Patrick
CTO
Business Office: 707-522-1000
Direct: 707-237-6218
Email: nathan.patrick@sonic.com

3rd Level Escalation – Orders / Provisioning
Dane Jasper
CEO
Office: 707-522-1000
Direct: 707-237-6205
Email: dane.jasper@sonic.com

Billing Support:

1st Level Escalation – Billing
Billing
Sonic Billing Specialist
Office: 707-522-1000
Email: billing@sonic.com

2nd Level Escalation – Billing
Megan Henderickson
Billing Support Manager
Office: 707-522-1000 Ext. 2265
Email: megan.henderickson@sonic.com

3rd Level Escalation – Billing
Dane Jasper
CEO
Office: 707-522-1000
Direct: 707-237-6205
Email: dane.jasper@sonic.com

SRCS Internet Service

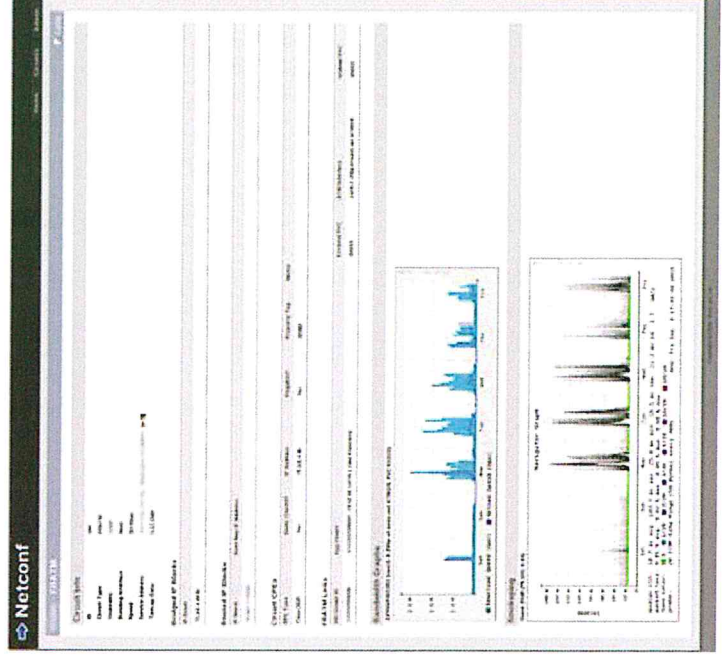
Site For Internet Service:

- 3.2 **Elsie Allen High School**
599 Bellevue Avenue, Santa Rosa

SRCS Internet Service

Sonic's 24x7 Network Operations Center will have constant, real-time utilization data for the proposed circuits. In addition, the Sonic NOC will provide WAN utilization reports upon request detailing the consumed and available bandwidth for each network link. In the event of a network issue affecting either Sonic or SRCS, the Sonic NOC is capable of reconfiguring the delivered services to mitigate service impact. To aid in redundancy planning and capacity management, Sonic agrees to disclose to SRCS under NDA information about the network components and physical paths that make up the provided services.

Process Insight: NOC Netconf example



SRCS Internet Service

Customer Support:

Customer shall have access to Sonic Technical Support and Network Operations Center (NOC). Communications with Support may be via telephone, e-mail and/or on-line trouble ticket system. Sonic provides a point of contact that routes request/problems to the appropriate service group as follows:

- *Technical Support* is responsible for tracking and solving problems during Sonic.net Support Hours as posted on the Sonic Support web site (<http://www.sonic.net/support>). Non-critical/outage related queries and support request will be resolved through this channel.
- *NOC Support* is responsible for the problems/requests that cannot be resolved via Technical Support or network emergencies that constitute a Service Outage. NOC Support is available 24x7x365 and the NOC phone number is issued to Customer upon signing an agreement for Service. Any notification of service outage must be reported via telephone to the NOC.

SRCS Internet Service

Service Order Mask:

Information Sonic needs to place an order:

- Service Location
- Port Speed
- Desired Network Configuration
- Site Survey
- MPOE Location
- Service Rack Location
- Mounting Preference (rack or wall mount fiber panel and/or equipment)
- Confirm power availability within 6ft. of service rack
- Local Contact
- Preferred 10Gbps hand-off type (10GBase-LR, 10GBase-SR)

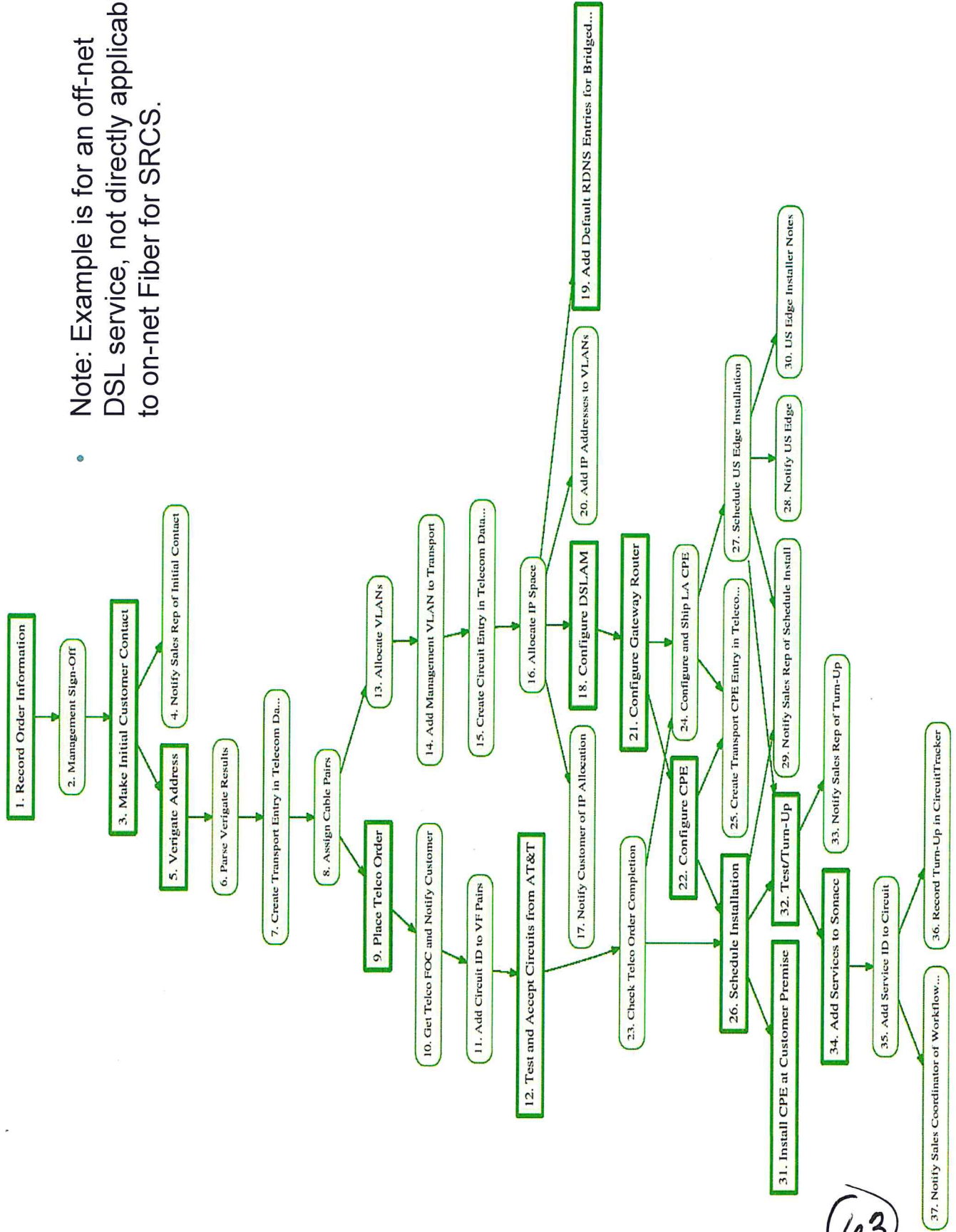
SRCS Internet Service

Description of Facilities to be installed and hand off to District provided equipment:

The Sonic on-site deployment will require both a fiber panel located at the building MPOE as well as equipment in a SRCS-provided 19" width service rack at each location. The fiber demarcation panel in the building MPOE is approximately 10"x10"x3", and must reside on a plywood backboard. Some additional space around the fiber panel may be necessary to ensure proper fiber routing. SRCS will provide single-mode fiber (or the means to run single-mode fiber, e.g. ladder rack, etc.) between the building MPOE and the service rack location. At the service rack, Sonic will require a total of 4U worth of space, in addition to one or two (depending on site specifics) 120V or 208V power outlets. The Sonic equipment will draw not more than 200 Watts. The hand-off to SRCS for service at each location will be:

- For 10 Gbps service – 10GBase-LR (preferred), 10GBase-SR
- To be selected at time of order

Process Insight: Workflow Visualization Sonic Processes



- Note: Example is for an off-net DSL service, not directly applicable to on-net Fiber for SRCS.

SRCS Internet Service

Costs for 1Gbps and 5Gbps - 36 month and 60 month terms with 2x1y options.

Name of School	1Gbps IP Service: MRC 36 Month Term:	1Gbps IP Service: MRC 60 Month Term:	Special Construction Cost if WAN Lit or Dark (separate bids) are awarded to Sonic
3.2 Elsie Allen High School	\$3,000/month	\$2,500/month	\$0.00
Price before E-rate and CTF discounts			

Name of School	5Gbps IP Service: MRC 36 Month Term:	5Gbps IP Service: MRC 60 Month Term:	Special Construction Cost if WAN Lit or Dark (separate bids) are awarded to Sonic
3.2 Elsie Allen High School	\$6,000/month	\$5,000/month	\$0.00
Price before E-rate and CTF discounts			

Renewal options: Santa Rosa City Schools has the option to renew their service at the contracted price for up to two years in one year increments.

Special Construction costs will apply if the contract for either WAN Lit Fiber or Dark Fiber services are not awarded to Sonic. Please see contingent pricing page 19 for details.

In-term upgrade fee: If upgrade from 1Gbps to 5Gbps is done at any future date, a \$20,000 non-recurring upgrade fee will apply. If 5Gbps is taken initially, this would not be applicable. Please see page 20 for details.

E-Rate: Upon confirmation of E-Rate and California Teleconnect Fund (CTF) discount approval from the School, Sonic will apply eligible discounts for internet services upfront. Sonic will work with USAC on behalf of SCOE/Santa Rosa City Schools to obtain E-Rate fund reimbursement. SRCS must provide Sonic with a copy of their E-Rate and CTF approval. Sonic will need contact and full billing information to provide an official contract.

Contract term will be a minimum of three years with two, one year voluntary extensions. Contract is contingent upon full E-Rate and California Teleconnect funding approval, including Special Construction Costs (if applicable).

SRCS Internet Service

Special Construction Costs if either the WAN Lit Fiber or Dark Fiber contracts are not awarded to Sonic.

Name of School	Special Construction Cost for 1Gbps or 5Gbps	Est. % of E-rate Non-Discount Portion	Estimated Special Construction Costs MRC Years 1 - 4
3.2 Elsie Allen High School	\$120,000.00	40%	\$1000/mo

E-Rate

Upon confirmation of E-Rate and California Teleconnect Fund (CTF) discount approval from the School, Sonic will apply eligible discounts for internet services upfront. Sonic will work with USAC on behalf of SCOE/Santa Rosa City Schools to obtain E-Rate fund reimbursement. SRCS must provide Sonic with a copy of their E-Rate and CTF approval. Sonic will need contact and full billing information to provide an official contract.

Contract term will be a minimum of three years with two, one year voluntary extensions. Contract is contingent upon full E-Rate and California Teleconnect funding approval, including Special Construction Costs (if applicable).

SRCS Internet Service

In-term Upgrade fee: If upgrade from 1Gbps to 5Gbps is requested at any future date.

Name of School	One Time Non-Recurring	Est. % of E-rate Non-Discount Portion	One-time cost with estimated E-rate Non-Discount Portion
3.2 Elsie Allen High School	\$20,000.00	40%	\$8,000.00

E-Rate

Upon confirmation of E-Rate and California Teleconnect Fund (CTF) discount approval from the School, Sonic will apply eligible discounts for internet services upfront. Sonic will work with USAC on behalf of SCOE/Santa Rosa City Schools to obtain E-Rate fund reimbursement. SRCS must provide Sonic with a copy of their E-Rate and CTF approval. Sonic will need contact and full billing information to provide an official contract.

Contract term will be a minimum of three years with two, one year voluntary extensions. Contract is contingent upon full E-Rate and California Teleconnect funding approval, including Special Construction Costs (if applicable).

66

SRCS Internet Service

Bandwidth Increase

Sonic agrees to process bandwidth upgrades, downgrades, or other network reconfigurations within 60 business days of receipt of a firm order from SRCS. Typically, upgrades are completed in much less time. As part of service delivery, Sonic will assign SRCS an account manager who will be responsible for processing any upgrade or downgrade paperwork.

SRCS Internet Service

E-Rate and California Teleconnect Fund Process

The Santa Rosa City School's proposed Wide-Area network is eligible for E-Rate and California Teleconnect funding discounts.

E-Rate

Upon confirmation of E-Rate approval from the School, Sonic will apply eligible discounts for internet services upfront. The E-Rate discount will be applied directly to the quoted pricing.

Sonic will work with USAC on behalf of SRCS to obtain E-Rate fund reimbursement.

SRCS must provide Sonic with a copy of their E-Rate approval.

California Teleconnect Fund (CTF)

Upon confirmation of CTF approval from SRCS, Sonic will apply eligible discounts for internet services upfront. The CTF discount will be applied to the remainder of the monthly recurring charges after the E-Rate discounts have been applied.

Sonic will work with USAC on behalf of SRCS to obtain CTF fund reimbursement.

SRCS must provide Sonic with a copy of their CTF approval letter.

SRCS Internet Service



Sample Billing Statement:

SAMPLE Invoice	
Sonic.net, Inc. 2260 Apollo Way Santa Rosa, CA 95407 707.522.1000 support@sonic.net	
For: Customer Name School/Library Name Address CITY, STATE ZIP	
Due Date: 2015-XX-XX Service from 2015-XX-XX to 2015-XX-XX	
Description	Unit Price
Total	
Contact email: customer@domain.com	0.00
IP address space 90.0.000.000	0.00
Sonic Owned CPE - Model (x) Asset	0.00
Flexlink Ethernet - Speed 50/10Mbps - STI STI-000-000	799.00
E-Rate Discount for FRN: [XXXXXXXX] (FY 2015: 7/1/2015 - 6/30/2016)	-719.10
Total:	79.90

SRCS Internet Service

Service Delivery Timeframe:

Sonic will commence construction upon execution of the Santa Rosa City School contract. Final connection dates are estimates, and scheduling issues outside of Sonic's control (such as delays in permit issuance, weather or natural disasters) could delay final delivery.

Name of School	Estimated Final Connection Date
3.2 Elsie Allen High School	1/27/2017

SRCS Internet Service

Special Construction process support:

Special Construction Contact

Project Manager

Senior Project Manager

Mobile: 707-310-1943

Email: jon.cromwell@sonic.com

Level 2 Escalation Contact - Special Construction

Nathan Patrick

CTO

Office: 707-237-6218

Email: nathan.patrick@sonic.com

Level 3 Escalation Contact - Special Construction

Dane Jasper

CEO

Office: 707-522-1000

Direct: 707-237-6205

Email: dane.jasper@sonic.com



Internet Access Service Agreement

This Internet Access Service Agreement (the "Agreement") is made and entered into as of the 19 day of April, 2016 (the "Effective Date"), by and between Sonic ("Sonic") and Elsie Allen High School ("Customer"), (Sonic and Customer are collectively referred to as the "Parties," and each individually as a "Party.") This Agreement consists of the terms and conditions below and in the Sonic Acceptable Use Policy, which is incorporated herein by this reference.

1.0 Services. Pursuant to the terms hereof, Customer is purchasing the Sonic Internet Access Service. The Sonic Internet Access Service utilizes a fully multi-homed autonomous system, with routing redundancy to the Internet, that allows high speed access to Sonic's facilities in the following manner:

1.1 Commencement of Service. Sonic will make commercially reasonable efforts to deliver Internet Access Service at the contracted speed within its service territory. On delivery and testing of a circuit, if Sonic determines a stable connection at the contracted speed cannot be provided, Sonic and the Customer shall each have the right to terminate this Agreement without liability or the Customer may elect to execute a new contract with Sonic for a service that is deliverable at the requested location(s).

1.2 Turn Up by Customer. Customer shall have thirty (30) days to turn up the circuit and to perform any required testing with Sonic's assistance. If the Customer does not connect their equipment for testing and turn-up with Sonic, Inc.'s assistance within the thirty (30) day turn-up window, the Customer will be deemed to have unconditionally accepted the circuit.

1.3 Service Quality. Subject to the warranty provisions hereof, absent causes beyond its control, Sonic will use reasonable commercial efforts to ensure that its: (i) Internet Access Service will be available at least 99.99% of the time; (ii) RTT will not exceed 50ms average; and (iii) packet loss will be less than 1% at the first hop.

1.4 Adds Deletions Moves and/or Changes. Sonic may add, delete and/or change the Internet Access Service, in its sole discretion and without liability, by providing fifteen (15) days prior written notice to Customer. Customer may be charged a fee of at least \$1,000.00 by Sonic if Customer elects to move its Internet Access Services, in whole or part, during the term of this Agreement.

1.5 Sonic reserves the right to increase any rate or to change any term or condition on a prospective basis in its discretion and without liability on fifteen (15) days prior written notice to Customer. In the event that Sonic makes a material change to rates, terms and conditions associated with the Internet Access Service, Customer may terminate this Agreement as provided for in Section 7.0 below without further liability.

2.0 Acceptable Use Policy – Customers, including all associated users, must comply with Sonic's Acceptable Use Policy (AUP) and all accepted Internet access policies of all upstream networks, including but not limited to, UUNet, NLayer, and Global Crossing. Sonic's AUP shall be as set forth on Sonic's website (<http://www.sonic.com/aup>) as amended from time to time.

2.1 In addition to Sonic's Acceptable Use Policy, Customer is not permitted to resell, ship bandwidth to additional locations, or use the bandwidth for data center hosting.

3.0 Payment – Invoices will be issued once each calendar month and payment is due on the 1st day of each succeeding calendar month. If payment of the full amount due is not received by the 5th day of any month, a late fee of 1.5% will be applied to that amount. If full payment is not received by the 10th day of any month, service may be interrupted until full payment is received. If Sonic, Inc. still has not received full payment by the 30th day of any calendar month, service will be disconnected and early termination fees will be applied. Customer must provide and maintain a valid credit or debit card, against which all applicable fees will be automatically charged if arrangements have not been made to pay by check.

Initial _____

3.1 If service is disconnected due to non-payment and Sonic decides in its discretion to reinstate service, Customer will be assessed a \$100.00 administrative fee which must be paid in full prior to the reinstatement.

3.2 All disputes as to any invoiced amount must be submitted in writing within fifteen (15) days of Customer's receipt of each invoice or the right to dispute will be waived in its entirety. Complete documentation setting forth and establishing all bases of the dispute must be provided within this fifteen (15) day period. Notwithstanding any dispute, the full amount of all disputed and undisputed amounts must be paid in full when due. Sonic shall respond with a determination as to the legitimacy of each dispute within thirty (30) days of receipt. Any challenge to Sonic's determination shall be resolved pursuant to the dispute resolution provisions hereof. Disputed amounts deemed correct by Sonic shall be credited by Sonic to Customer on the invoice(s) immediately following the determination by Sonic.

4.0 **ARBITRATION.** All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of California or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the telecommunications industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. Mediation in lieu of arbitration may also be acceptable with approval of both parties.

5.0 **CONFIDENTIALITY.** Each party to this Agreement agrees to hold all confidential information of the other party in strict confidence. As used in this Agreement, Confidential Information shall mean this Agreement and all associated rates, terms and conditions, as well as all information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Confidential Information also includes, without limitation, business plans; business strategies; marketing plans; industry and competitive information; technology, product and proposed product information; pricing and cost data arrangements and information relating to the identities of Customer's distributors, agents, representatives and End Users or the End Users of its distributors, agents or representatives (the above matters known as "Confidential Information"). This confidentiality obligation shall not apply to any information (i) independently developed by a party, (ii) generally available to the public other than by a party's breach of this Agreement, (iii) already known by a party at time of disclosure, (iv) rightfully received from a third party without restriction on disclosure. Both parties hereby designate the terms, conditions, appendices, exhibits, and schedules of this Agreement to be confidential. The parties agree that all confidential and proprietary information, including without limitation the Confidential Information received pursuant to this Agreement shall be disclosed only to those employees and other persons on a need-to-know basis and who shall agree to be bound by these confidentiality restrictions.

6.0 **Indemnification**— Customer shall defend, indemnify, and hold harmless Sonic, Inc., its partners, employees and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, and liabilities, damages, and expenses (including attorney's fees) of any kind, without limitation, in connection with Customer's operations, installation or maintenance of equipment and facilities contemplated by this agreement, its use of the service or otherwise arising out of or in any way connected with Sonic's provision of service of performance under this agreement.

7.0 **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

Sonic provides services hereunder strictly on an "AS IS" and "AS AVAILABLE" basis without any warranty, guarantee or other assurance of quality, reliability or functionality. Except as expressly set forth herein, Customer accepts all risk, including all risk with respect to suitability, use and performance of Internet Connection Service. **SONIC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** In any instance involving performance or nonperformance by Sonic, Inc. with respect to services provided hereunder, Customer's sole remedy shall be refunded of a pro-rate portion of the price paid for Internet Access, which was not provided after the first twenty-four (24) consecutive hours in which the service failed to meet the quality of service standards set forth herein.

Customer acknowledges that the facilities and services of third parties may be used in connection with the services. Sonic is not liable for any act, omission to act, negligence or defect in the quality or availability of service of any underlying carrier or other service whose facilities or services are used in furnishing any portion of the service received by the Customer or for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than Sonic that furnishes services, facilities, or equipment used in connection with Sonic's services or facilities.

Sonic, Inc. will not be liable for any damage that Customer may suffer arising out of use, or inability to use, the Internet Access Service. Sonic, Inc. will not be liable for unauthorized access to Customer's transmission facilities of Customer Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Sonic's negligence. Sonic shall not be liable for indirect, consequential, incidental or special damages even if advised of the possibility in advance. Sonic shall not be liable for any lost property or data of Customer or Customer Customers. Sonic's liability for damages to Customer for any cause whatsoever, regardless of form of action, shall be limited to the pro-rated portion of the monthly charge actually paid by the customer for the period after the first twenty-four (24) consecutive hours in which the service failed to meet the quality of service standards set forth herein.

8.0 TERMINATION

- 8.1 Term.** This contract is for an initial thirty-six (36) month term. By agreeing to this term, customer is agreeing to pay the full monthly charge due for each of the thirty-six (36) months. The termination of this contract by Customer without cause or by Sonic.net for cause prior to the end of the initial term or any renewal term shall not release customer from its obligation to pay the full monthly charge when due for all thirty-six (36) months. If credits for installation, MPOE extension, IT vendor services, PBX vendor services, Routers, Switches, Phones, Phone Lines, PRI Cards, referral spiff/commission were granted at contract inception and the contract terminated without cause prior to meeting the full contract term obligation the client will be charged back the full credit amount in addition to the Early Termination Fee.
- 8.2 Termination prior to installation.** If Customer terminates this Agreement prior to installation, 100% of Installation Charges will apply, even if those charges had been initially waived.
- 8.2 Termination by Either Party.** Services may be terminated at the end of the current term by providing the other party with thirty (30) days prior written notice on company letterhead. In the event that neither party give such notice prior to the end of the initial or any subsequent term, this agreement will automatically be renewed for an additional term of 30 days. Absent the written agreement of the parties, pricing during any Renewal Term shall be the then current price for service at the commencement of the Renewal Term.
- 8.3** If any of the events below occur with respect to one party, then the other party may terminate this Agreement effective immediately upon the delivery of written notice:
1. A party becomes insolvent; files a voluntary petition in bankruptcy, proposed any dissolution, liquidation, reorganization or recapitalization; has filed against it an involuntary petition in bankruptcy, or receiver is appointed or takes possession of the party's property, and such petition is not dismissed or stayed within ten (10) calendar days of such filing, appointment or taking possession; makes an assignment for the benefit of creditors, or is adjudicated as bankrupt; or takes any similar action under the law of any jurisdiction.
 2. Material breach of this Agreement which is not remedied within ten (10) calendar days after written notice (describing the breach with particularity) has been given.
 3. Customer is merged into or acquired by another entity or there is a substantial change in Customer's direct or indirect ownership or control of its voting securities or the sale of substantially all of its assets.
 4. Sonic increases the total amount due from Customer, either in a single or multiple events, by more than ten percent (10%) during the initial term or any subsequent one (1) year period thereafter.

Initial _____

8.4 Effect of Termination. Upon termination Customer agrees immediately to cease all use of the Internet Access Service and to return any Sonic, Inc.-provided equipment, software and Colocation access cards, at Customer's expense and risk, to be received by Sonic within three (3) business days. Notwithstanding any termination hereof, Customer shall be and remain liable to Sonic for the full replacement cost of any equipment, software and Colocation access cards that it fails to return to Sonic, as well as the repair or replacement cost of any equipment, software and/or Colocation access cards that are returned in a damaged condition. All equipment and software shall be shipped to:

Sonic, Inc
Attention: NOC.
2260 Apollo Way
Santa Rosa, CA 95407

9.0 FORCE MAJEURE – Neither Party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such Party's reasonable control and that such Party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event.

10.0 NOTICE AND PAYMENT – Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address, "Attention: Billing", or mailed by certified, registered or Express mail, return receipt requested or by overnight delivery. Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

Sonic, Inc
Attention: Billing.
2260 Apollo Way
Santa Rosa, CA 95407(707) 522-1000

Elsie Allen High School
211 Ridgeway Ave
Santa Rosa, CA 95401

11.0 JURISDICTION/DISPUTES – This Agreement shall be governed in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved by litigation in the courts of State of California including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdiction or venue defenses otherwise available to it.

12.0 AGREEMENT BINDING ON SUCCESSORS – The provisions of the Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, administrators, successors and assigns.

13.0 ASSIGNABILITY – Customer shall not have the right to assign this Agreement or the rights and obligations hereunder to any third party without the prior express written approval of Sonic, which consent shall not be unreasonable withheld.

14.0 WAIVER – No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of the other provisions of this Agreement.

15.0 SEVERABILITY – If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

16.0 AUTHORITIES AND CONSENTS - By executing below, each person represents and warrants that he/she is authorized to bind the party on whose behalf of he/she is signing and that the consents of third parties is not required to perfect this right.

17.0 INTEGRATION – This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement may not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

Initial _____

18.0 SERVICE LEVEL AGREEMENT – Encompassed is Sonic’s Internet Service Level Agreement.

Customer	Sonic, Inc
Name (Printed): _____	Name (Printed): _____
Signature: _____	Signature: _____
Company: _____	Title: _____
Title: _____	Date: _____
Date: _____	

Key terms:

IRU

Indefeasible right of use (IRU) is a permanent contractual agreement, that cannot be undone, between the owners of a communications system and a customer of that system. The word "indefeasible" means "not capable of being annulled, or voided, or undone." The customer purchases the right to use a certain amount of the capacity of the system, for a specified number of years. IRU contracts are almost always long term, commonly lasting 20 to 30 years.

Good afternoon. Forwarding proposals received from Sonic.

The District's discount rate for 2016-17 will be 60%. Special Construction Costs associated with Leased Dark Fiber under a 10 year IRU are \$240K. E-Rate will pay \$144K.

I queried the CPUC as to whether the California Teleconnect Fund will discount Leased Dark Fiber. According to Edmund De Guzman, an analyst for CPUC Communications Division, Leased Dark Fiber is eligible for CTF discounts. That being the case, CTF will pay \$48K. Leaving the District to pay \$48K. Sonic has agreed to allow the District to pay the \$48K in monthly payments over a four year period. These payments are not eligible for any discounts.

Over the ten year IRU, the District would pay a total of \$68,400.00 for fiber from the DO to SCOE and DO to Elsie Allen.

Sonic's rates for Internet are contingent upon acceptance of the Leased Dark Fiber proposal and are the best rates that I have seen for 1GB and 5GB.

All applications must be submitted prior to April 29. Given all of the problems that E-Rate has had with its new portal, waiting until the last minute to file would not be advisable.

If you want to meet to discuss, please get back to me as soon as possible.

(177)

SONIC.

Service Agreement

To: Rick Edson
Elsie Allen High School
599 Bellevue Avenue
Santa Rosa / CA / 95407

Date: 4/19/2016
Expiration Date: 5/19/2016

Prepared by: Allison Hernandez
Sales Coordinator Manager
(707) 237-6217
allison.hernandez@sonic.com

Contract Term: 36 Months

Qty	Service Description	Setup	Monthly
1	5 Gbps	0.00	6,000.00
		Total Set up: \$0.00	Total Monthly: \$6,000.00

*not inclusive of any federal, state or local taxes or fees

Accepted by Customer

Name: _____

Title: _____

Date: _____

Signature: _____

Account Information

PRIMARY ACCOUNT OWNER	
Company Name: Elsie Allen High School	
Service Address: 599 Bellevue Avenue	
City: Santa Rosa	State: CA
Zipcode: 95407	
Primary Contact: Rick Edson	Title: Chief Technology Officer/Chief Bond Officer Santa Rosa City Schools
Contact Telephone: (707) 528-5411	Email: redson@srcs.l12.ca.us
<div style="background-color: yellow; display: inline-block; width: 50px; height: 15px; vertical-align: middle;"></div> BY INITIALING HERE, YOU ACKNOWLEDGE THAT THE SERVICE ADDRESS LISTED ABOVE IS CORRECT.	

ON-SITE TECHNICAL CONTACT <small>(This person will be contacted for site survey and installation)</small>	IMPLEMENTATION CONTACT <small>(This person will receive all correspondence during provisioning)</small>
<input type="checkbox"/> ADD CONTACT AS ADDITIONAL ADMIN	<input type="checkbox"/> ADD CONTACT AS ADDITIONAL ADMIN
Contact Name: Adrian Bica	Contact Name: Adrian Bica
Title:	Title:
Phone: (707) 528-5411	Phone: (707) 528-5411
Email: abica@srcs.k12.ca.us	Email: abica@srcs.k12.ca.us

PROPERTY MANAGEMENT (if applicable)	RISER MANAGEMENT (if applicable)
<input type="checkbox"/> CERTIFICATE OF INSURANCE REQUIRED	
Contact Name:	Contact Name:
Title:	Title:
Phone:	Phone:
Email:	Email:

BILLING INFORMATION	
Billing Name: Elsie Allen High School	
Billing Address: 211 Ridgeway Ave	
City: Santa Rosa	State: Santa Rosa
Zipcode: 95401	
Billing Contact:	Billing Email:
Phone:	CSC:
Credit card #:	Exp:
Name on credit card:	Desired or Current username:

All invoices and receipts will be sent via email to the billing email address provided above. This email address needs to be in use by someone associated with accounts payable.

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development group, inc

Quote #9472

Company:
SANTA ROSA CITY
SCHOOLS

Requested By:
Adrian Bica
Director of
Technology

Proposal Description:
SRCS Dark Fiber SCOE-DO-
Elsie Allen

Development
Group, Inc.
PO Box 991484
Redding, CA
96099-1484
Phone: (530) 229-
0071
Fax: (530) 248-
3415

Bill To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320	Ship To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN WAREHOUSE - CENTRAL RECEIVING SANTA ROSA, CA 95401-4320	Sold To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320
Created: 4/5/2016 Expires: 5/5/2016 Version: 1	Account Manager: jjones Systems Engineer: swinsick	Payment Terms: Net 30
Project:		

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
SCOE Head End Switch						
2	1	WS-C3850-12XS-S Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	SMARTnet 8x5xNBD	6,345.00	6,345.00	T
3	1	S3850UK9-37E CAT3850 Universal k9 image			Included	T
4	1	CAB-TA-NA North America AC Type A Power Cable			Included	T
5	1	STACK-T1-50CM 50CM Type 1 Stacking Cable			Included	T

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6	1	CAB-SPWR-SUCM Catalyst 3750X and 3850 Stack Power Cable 30 CM			Included	T
7	1	PWR-C1-350WAC 350W AC Config 1 Power Supply			Included	T
8	1	PWR-C1-BLANK Config 1 Power Supply Blank			Included	T
9	1	C3850-NM-BLANK Cisco Catalyst 3850 Network Module Blank			Included	T
SCOE Transceivers						
11	1	SFP-10G-ER-S= 10GBASE-ER SFP Module, Enterprise- Class		3,713.00	3,713.00	T
12	1	SFP-10G-SR-S= 10GBASE-SR SFP Module, Enterprise- Class		305.50	305.50	T
DO Transceivers						
14	2	SFP-10G-ER-S= 10GBASE-ER SFP Module, Enterprise- Class		3,713.00	7,426.00	T
Elsie Allen Transceivers						
16	1	SFP-10G-ER-S= 10GBASE-ER SFP Module, Enterprise- Class		3,713.00	3,713.00	T
17	1	GLC-SX-MMD= 1000BASE-SX SFP transceiver module, MMF, 850nm, DOM		235.00	235.00	T
					Subtotal	\$21,737.50
					Handling	\$2.00
					Sales Tax (8.75%)	\$1,902.21
					SMARTnet	\$808.45
					Professional Services	\$3,419.89
					Shipping	\$0.00
					Total	\$27,870.05

Notes



development group, inc

Quote #9472

Company & Payment Information

Mailing Address

Development Group,
Inc.
PO Box 991484
Redding, CA 96099-
1484

Phone: (530) 229-
0071
Fax: (530) 248-3415

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Development Group, Inc.
3560 National Dr, Ste 104
Medford, OR 97504

Payment Information

Development Group,
Inc.
32880 Collections
Center Dr
Chicago, IL 60693

Federal Tax ID: 26-
3740919

Wire Transfer Information

Domestic Wire Transfer (U.S.)

Wire Routing Transit Number
(RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account:
DEVELOPMENT GROUP INC

International Wire Transfer

Wire Routing Transit Number:
026009593
SWIFT Code: BOFAUS3N
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account:
DEVELOPMENT GROUP INC

Note: All wire transfers must be made in US Dollars



Quote #9472

development group, inc

Cisco SMARTnet Proposed Service Details

Qty	Product Number	Service Level	Service Product Number	Term	Customer Price
SCOE Head End Switch					
1	WS-C3850-12XS-S Cisco Catalyst 3850 12 Port 10G Fiber Switch IP Base	SMARTnet 8x5xNBD (SNT)	CON-SNT-WSC3851X	1 Year	808.45
1	S3850UK9-37E CAT3850 Universal k9 image	NONE	Included		
1	CAB-TA-NA North America AC Type A Power Cable	NONE	Included		
1	STACK-T1-50CM 50CM Type 1 Stacking Cable	NONE	Included		
1	CAB-SPWR-30CM Catalyst 3750X and 3850 Stack Power Cable 30 CM	NONE	Included		
1	PWR-C1-350WAC 350W AC Config 1 Power Supply	NONE	Included		
1	PWR-C1-BLANK Config 1 Power Supply Blank	NONE	Included		
1	C3850-NM-BLANK Cisco Catalyst 3850 Network Module Blank	NONE	Included		
SCOE Transceivers					
1	SFP-10G-ER-S= 10GBASE-ER SFP Module, Enterprise-Class	NONE			0.00
1	SFP-10G-SR-S= 10GBASE-SR SFP Module, Enterprise-Class	NONE			0.00
DO Transceivers					
2	SFP-10G-ER-S= 10GBASE-ER SFP Module, Enterprise-Class	NONE			0.00
Elsie Allen Transceivers					
1	SFP-10G-ER-S= 10GBASE-ER SFP Module, Enterprise-Class	NONE			0.00
1	GLC-SX-MMD= 1000BASE-SX SFP transceiver module, MMF,	NONE			0.00

850nm, DOM			
		SMARTnet Subtotal	\$808.45

Resolve network problems rapidly with direct, anytime access to Cisco experts and hardware replacement matched to your needs.

When Minutes Matter, Depend on Cisco SMARTnet Service to Deliver

As networks evolve and critical business processes, system, and services are added, the consequences of downtime increase dramatically. When a problem occurs that can disrupt business continuity, IT departments are under intense pressure to resolve the issue as quickly as possible before it can affect the business. Cisco SMARTnet Service facilitates rapid problem resolution and improves operational efficiency through a combination of expert troubleshooting assistance, online tools, and flexible device coverage options. You experience the benefits of greater network availability while reducing operating costs.

Move quickly with Anytime Access to Cisco Expertise and Resources

Cisco SMARTnet Service is an award-winning technical support service that gives your IT staff direct, anytime access to Technical Assistance Center (TAC) engineers and Cisco.com resources. You receive the fast, expert response and the dedicated accountability you require to resolve critical network issues.

Cisco SMARTnet Service provides the following device-level support:

- Global access 24 hours a day, 365 days a year to specialized engineers in the Cisco TAC.
- Anytime access to the extensive Cisco.com online knowledge base, resources, and tools.
- Hardware replacement options include 2-hour, 4-hour, Next-business-day (NBD) advance replacement, as well as Return for Repair (RFR).
- Ongoing operating system software updates, including both minor and major releases within your licensed feature set.
- Proactive diagnostics and real-time alerts on select devices with Smart Call Home.

In addition, Cisco SMARTnet Onsite Service is an option that provides a field engineer to install replacement parts at your location and help ensure that your network operates at the highest levels.

Connect Directly to the Network Experts at Cisco

When a network problem is affecting business-critical systems, you want fast access to technology experts with experience in diagnosing the toughest problems. Cisco SMARTnet Service connects you directly to the Cisco TAC, staffed by Cisco professionals certified in a broad range of Cisco foundational and advanced technologies. The Cisco TAC employs a sophisticated system that automatically routes your service request to the appropriate technology team and automatically escalates your case to the next level of support if it is not resolved within a specified time frame.

The Cisco TAC is available 24 hours a day, 365 days a year around the world, with support available in local languages. If your assigned TAC engineer changes for any reason before your service request is resolved, a personal handoff is completed between all parties to provide service continuity through issue resolution. You can interact with Cisco TAC engineers in a way that is most convenient and useful for you, including email, telephone, web-based collaboration, and even a state-of-art, face-to-face discussion using Cisco WebEx collaboration. Live chat is ready to help you through a service request submission, and online video collaboration is the perfect option for a virtual troubleshooting session.

The Value of Cisco Support
 "We have maintenance contracts with multiple vendors and Cisco is the most responsive of them all. When we have a network issue, we count on their four-hour response time to have the problem resolved."

-Thuan Nguyn, Director of Information Technology
 Kent School District

Facts About TAC Engineers

- Thousands of expert networking technologists with specialized certifications
- More than 500 engineers with CCIE certifications
- Average more than five years of technical support experience
- Computer science/electrical engineering degrees

To confirm the right remediation action, Cisco engineers can test solutions in a laboratory environment that simulates

your network. These simulation labs are equipped with Cisco device and technology solutions so that an engineer can accurately mirror a customer IT configuration to make sure a proposed solution will solve your problem. Throughout a TAC engagement the goal of every Cisco engineer is to use the best resources at hand to solve your issues and empower your staff through active knowledge transfer.

Gain Critical Insight with Embedded Diagnostics

With the Smart Call Home feature of the Cisco SMARTnet Service, you get proactive, detailed diagnostics and real-time alerts on core network devices to help you identify and resolve issues even more quickly, conserving valuable staff time and improving network availability. Smart Call Home is available on call home-capable devices, such as the Cisco Catalyst 6500 Series Switches. Devices equipped with the call home technology continuously monitor their own health and automatically notify you of potential issues using encrypted, authenticated transmissions. If a serious problem arises, Smart Call Home automatically generates a service request with the Cisco TAC that is routed to the right team for your particular problem. Cisco is adding the call home capability to many of its current and new products over time. Visit <http://www.cisco.com/go/smartcall> to see the latest list of call home-enabled Cisco products.

Extract More Value from Your Network with Online OS Updates

Protect your investment and extend the life of your network with anytime, online access to the latest operating system software updates within your licensed feature set. Rather than purchase OS software updates individually, a support contract saves you time and money by covering the cost of updates, including both minor and major releases within your licensed feature set. These updates enhance your existing equipment with the latest features such as advanced security, regulatory compliance, and greater network capacity, potentially adding years of service and improved performance to your network.

The Cisco SMARTnet Service includes a personalized Software Advisor, available through the Cisco.com web portal, to keep you advised about which new software releases are available for your Cisco network devices. Users download millions of copies of operating system and application software each month. However, only Cisco customers with support contracts are authorized to access the software-related tools on the Cisco.com portal to help identify the latest versions of OS and applications for their equipment, troubleshoot software bugs, and migrate to the most current software features.

New OS features enable greater network capacity, advanced security, and regulatory compliance as well as better interoperability. In addition, greater business value is achieved through innovative technology enhancements that provide increased business productivity and customer satisfaction. With up-to-date software, your business will be poised to take advantage of new technology innovation, get a greater return on investment, and lower total cost of ownership while staying competitive in today's global economy.

Count on the Right Part, When and Where You Need It

When you need dependable, fast access to business-critical parts, your Cisco SMARTnet Service delivers. Choose from a variety of hardware replacement options, including premium options such as two-hour replacement and onsite parts replacement and installation. You can select coverage on a device-by-device basis, so you get the flexible coverage you need.

All options include anytime, global access to the Cisco TAC and award-winning Cisco.com resources. Plus you have flexibility of choosing the coverage you want on a device-by-device basis. The Cisco SMARTnet Service options are shown in Table 1.

"Cisco Smart Call Home allowed me to fix a network problem in about an hour that would have typically taken one of my staff two days to troubleshoot."

-Mike DeDecker, CCIE
Warner Pacific Insurance Services

Dependable parts delivery on a global basis is enabled by the Cisco service supply chain, a network of over 900 spare parts depots around the world managed by a sophisticated global inventory that automates parts stocking processes worldwide. Cisco is constantly adjusting regional stock holdings so spares are available where and when you need them.

More than a Warranty

Companies sometimes think of warranties as an adequate defense against product problems. Cisco SMARTnet Service goes far beyond a simple warranty replacement policy (see Table 1). Cisco SMARTnet Service provides troubleshooting support, advanced hardware replacement options, and extensive self-help and knowledge transfer to empower your network operations and support staff. A warranty only offers delayed hardware replacement during the warranty duration.

Table 1. Cisco SMARTnet Service Feature and Options

	Equipment Covered	Duration	Hardware Replacement Options	Cisco Operating System Updates	Cisco TAC Support	Onsite Engineer Option	Registered Access to Cisco.com	Smart Services Diagnostics and Alerts
Cisco SMARTnet & Cisco SMARTnet Onsite Services	All	Renewable contracts	Advance Replacement: 24x7x2 hour 24x7x4 hour 8x5x4 hour 8x5xNBD	Yes, ongoing updates within the licensed feature set	Yes	Only with onsite option	Yes, 24x7 full access	Yes
Cisco Warranty	All	Standard hardware: 90 days (specific products 1 year/limited lifetime) Standard software: 90 days	Advance Replacement (10 days)	No	No	No	No	No



Requested Cloud Telecommunications Services Proposal

Specifically Prepared For:
Santa Rosa City Schools

Presented By:
Pete Van De Koolwyk

in partnership with:
AireSpring™

**Connection: Managed Connectivity w/QOS (No Internet)
Cloud/Voice Service: Local SIP Trunking**

Customer Name				Consultant				Consultant Company			
Santa Rosa City Schools				Pete Van De Koolwyk							
Quote ID		Proposal ID			Quote Date			Date Expires			
1120084798		49478			05/03/2016			05/23/2016			

Voice Services

Elsie Allen High - 599 BELLEVUE AVE, SANTA ROSA CA 95407-7713 707-528 (001)

Trunks			Analog Lines			DID Numbers			Toll Free Numbers			Total	
QTY	MRC	NRC	QTY	MRC	NRC	QTY	MRC	NRC	QTY	MRC	NRC	MRC	NRC
64	\$368.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00	\$368.00	\$0.00

Usage Bundles

Elsie Allen High - 599 BELLEVUE AVE, SANTA ROSA CA 95407-7713 707-528 (001)

Plan Name	QTY	Total Minutes	Per Minute Rate	Excess Minutes	MRC	NRC
\$30 for 2,000 Outbound / Toll Free Min.	13	26,000	N/A	2.500¢	\$390.00	\$0.00

Free local calling and interoffice on-net calling

Offshore rates are provided at <http://www.airespring.com/airespring-local-offshore-rates>

International Rates

Elsie Allen High - 599 BELLEVUE AVE, SANTA ROSA CA 95407-7713 707-528 (001)

Carrier	International
Airespring	Click Here

AireSpring Managed Router/Gateway

Elsie Allen High - 599 BELLEVUE AVE, SANTA ROSA CA 95407-7713 707-528 (001)

Model	Term	MRC	NRC
ADTRAN 908e	All Terms	Included	Included

Summary

Elsie Allen High - 599 BELLEVUE AVE, SANTA ROSA CA 95407-7713 707-528 (001)

Speed, Carrier and Term	Loop		Port		Other Services		Total	
	MRC	NRC	MRC	NRC	MRC	NRC	MRC	NRC
Fast Ethernet - 10 Mb/s Airespring 3-Year	\$363.15	\$0.00	\$360.00	\$0.00	\$758.00	\$0.00	\$1,481.15	\$0.00

All orders are subject to engineering, pricing and facilities verification.

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**ORDER FORM AND TERM PLAN
MANAGED CONNECTIVITY
WITH LOCAL SIP TRUNKING**

*Carrier: AIRESPRING

*Quote ID#: 1120084798

Rev 04/04/16

Channel Mgr: Lanny Eule

*Quote Expiration: 05/23/2016

*Proposal ID#: 49478

Sales Support: 844-832-8514
Email to orders@airespring.com or Fax to 888-899-2928

*Agent: Pete Van De Koolwyk

OMR#:

*Agent ID: KDJ0004

IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED

PHYSICAL LOCATION

*Company Name: Santa Rosa City Schools		*Location Name: Elsie Allen High		Existing Customer Number:		<input type="checkbox"/> Separate bill for this location	
*Physical Address: 599 BELLEVUE AVE		*Suite:	*Bldg/FI./Rm:	*Billing Address: (if different)			
*City: SANTA ROSA		*State: CA	*Zip: 95407-7713	*City:	*State:	*Zip:	

CONTACT INFORMATION

	<i>*Name</i>	<i>Title</i>	<i>*Phone</i>	<i>Mobile Phone</i>	<i>E-mail</i>
*Customer Contact					
*Technical/Vendor Contact					
*On-Site Contact					

THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED

1.) *Initials on all Pages at the Bottom Left	2.) *Signature on Page 7 of the order form
3.) *New Customers- Complete and Sign Credit Application on Page 8	4.) *If Porting Numbers, LOA signature required on Page 9
5.) If Porting Numbers, Current Phone Bill Copies are strongly recommended	

MANAGED CONNECTIVITY CIRCUIT INFORMATION AND PRICING

*Capacity:	*Site NPA/NXX:	*Term: (2 Year Minimum)
F-E 10	707-528	3-Year
*Loop MRC	*Port MRC	Internet (Optional) – Fill in yes or no
\$363.15	\$360.00	No
*Loop NRC	*Port NRC	Managed Router/Gateway*
\$0.00	\$0.00	Included

*Managed Router/Gateway Shipping & Handling (Ground Shipping): \$24.73
Expedited Shipping Additional

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

INSTALLATION & DEMARC EXTENSION CHARGES

\$300.00 per T1 -- includes up to 2 hours of labor and 125 feet of Cat5e cable.
Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.20 per foot.
Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

*Customer Initial: _____

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CLOUD COMMUNICATION SERVICES: LOCAL SIP TRUNKING
Rev 04/04/16

AIRESPRING LOCAL SIP TRUNKING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
1	Local SIP Trunks	64	\$368.00	\$0.00
	Analog Lines	0	\$0.00	\$0.00

DOMESTIC USAGE RATES & PLANS

USAGE PLANS <i>US 48 States incl. Local Toll, Intrastate, Interstate</i> Unlimited Outbound plans require a subscription of all seats/lines/trunks ordered.	Cost	Quantity	Total	Included Minutes	Excess Minutes
\$30 for 2,000 Outbound / Toll Free Min.	\$30.00	13	\$390.00	26,000	\$0.02500
LONG DISTANCE & TOLL FREE RATE IF NO PLAN SELECTED OR FOR EXCESS MINUTES: \$0.02500		FREE LOCAL CALLING <small>(Excludes Local Toll)</small>		INTER-OFFICE ON-NET CALLING – Free between locations utilizing Airespring Local Network Services and Airespring-assigned Local Service DIDs	

INTERNATIONAL AND OFFSHORE RATES

INTERNATIONAL (011 Calls Only) ¹ <i>(Customer is responsible for any International calling, whether fraud or not)</i>	*INT'L RATE PLAN #3 Rates are provided at International Rates	<input type="checkbox"/> Block International <small>(See Terms of Service for limitation of liability)</small>	OFFSHORE: Rates are provided at Offshore Rates
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DID NUMBERS

DID Numbers <small>(Minimum of 20 DID's – Blocks of 20)</small>	MRC per Number \$0.50	NRC per Number \$0.50	Quantity: 0	MRC: \$0.00	NRC: \$0.00
Are you transferring existing DID Numbers?			<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO
Are you requesting New DID Numbers?			<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO
# of Rate Centers:	Quantity:	All orders over 200 DIDs or more than 3 Rate Centers per Customer are Special Projects and will be priced on an ICB basis if approved.			

TOLL FREE NUMBERS

Toll Free Numbers (First 50 Numbers)	MRC per Number \$1.00	NRC per Number \$5.00	Quantity: 0	MRC: \$0.00	NRC: \$0.00
Toll Free Numbers (per Number above 50)	MRC per Number \$0.50	NRC per Number \$1.00	Quantity:	MRC:	NRC:
Are you transferring existing Toll Free Numbers? <i>(If Yes, Toll Free Service RespOrg Form will be required.)</i>			<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO

*Customer Initial: _____



ADDITIONAL SERVICES

Description	Term	Quantity	MRC	NRC

Overage for Wireless Managed Failover: \$15 per GB

For more information on firewall throughput and user guidelines, [click here](#).

AIRETXT SMS SERVICES

Text to/from Landline or Toll Free	Quantity	MRC	NRC	Inbound Outbound	Overage Rate per SMS
Initial Line + Message Bundle	Select from Dropdown	\$10.00	\$10.00	1000 Messages included	\$0.025
Additional Lines		\$1.00	\$1.00	N/A	N/A
Additional Message Bundles (Messages are shared across all lines ordered)		\$5.00	\$5.00	500 Messages included	\$0.025

*Customer Initial: _____



OTHER SERVICES / FEATURES / FEES	CHARGES	
	MRC	NRC
Local Directory Assistance and Long Distance Directory Assistance	\$1.99 per call	
Initial Directory Listing (Simple)	No Charge	
Additional Directory Listing	\$5.00 per Listing	\$5.00 per Listing
Outbound Caller Name (CNAM)	\$3.00 per Number	\$3.00 per Number
Inbound Caller ID Name <small>Note: All trunks must be subscribed</small>	\$1.00 per Trunk	\$1.00 per Trunk
Account Codes - Non-verified – Must be used on all calls	\$25.00 per Location	\$75.00 per Location
Account Codes - Verified – Must be used on all calls <small>(up to 50; greater than 50 is subject to project fee)</small>	\$50.00 per Location	\$150.00 per Location
Software, Trunk Group or Routing Change Order Fee <small>(Off hours and weekend work ICB)</small>	(Applicable MRC)	\$75 per Change Order
Additional Trunk or Hunt Group(s) <small>(Initial Trunk or Hunt Group – No Charge)</small>	\$25.00 per Group	\$100.00 per Group
Replacement Routers / Hardware	Shipment of replacement routers or hardware to be paid by customer	
Do you need Account Codes?	<input type="checkbox"/> Verified or <input type="checkbox"/> Non-verified	<input type="checkbox"/> NO

LOCAL NUMBER PORTING (LNP)

Local Number Porting (LNP) of Phone Numbers	Verizon provided – \$0.00 NRC per Number	Other Providers -- \$3.00 NRC per Number
LNP Change or Cancellation – Greater than 48 Hours	\$6.00 NRC per Number	
LNP Change or Cancellation – Less than 48 Hours	\$75.00 NRC per Number	
Snapback to Prior Carrier (after completed porting)	\$300.00 NRC per Number	

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <http://www.airespring.com/service-terms/64-surcharges.html>

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer.

Public IPs	Usable IPs	AireSpring	AT&T	CenturyLink	Cox	Earthlink	GCAP/ Megapath	GCAP/ Megapath DSL	Sprint	TPAC	TWC	Verizon DIA	Verizon FTTI	Windstream	XO
4	1	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
8	5	Free	Free	Free	Free	Free	Free	\$5 MRC	Free	Free	\$35 MRC	Free	Free	Free	Free
16	13	\$10 MRC	Free	Free	\$25 MRC	Free	\$10 MRC	\$10 MRC	Free	\$10 MRC	\$50 MRC	Free	\$35 MRC	\$32 MRC	Free
32	29	\$15 MRC	Free	Free	\$50 MRC	\$100 NRC	\$15 MRC	\$15 MRC	Free	\$15 MRC	\$80 MRC	Free	\$56 MRC	\$56 MRC	Free
64	61	\$20 MRC	Free	Free	\$75 MRC	\$185 NRC	\$20 MRC	\$20 MRC	Free	\$25 MRC	\$100 MRC	Free	\$84 MRC	\$96 MRC	Free
128	125	\$25 MRC	Free	Free	ICB	\$350 NRC	\$25 MRC	\$25 MRC	Free	\$50 MRC	\$150 MRC	Free	\$133 MRC	\$160 MRC	Free
256	253	\$50 MRC	Free	Free	ICB	\$675 NRC	\$50 MRC	\$50 MRC	Free	\$100 MRC	\$200 MRC	Free	ICB	ICB	Free
Above 256	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

SUMMARY TOTALS

Total MRC *: \$1481.15	Total NRC*: \$0.00
<small>*(If ordered, Total includes Connectivity, Trunks, Lines, AireFax, Call Recording, Usage bundles, DID's & TFN's, and Additional Services.)</small>	<small>*(If ordered, Total includes Connectivity, Trunks, Lines, AireFax, Call Recording, Usage Bundles, DID's & TFN's, and Additional Services)</small>

*Customer Initial: _____



**BY SIGNING THIS APPLICATION CUSTOMER IS AWARE OF
AND AGREES TO THE FOLLOWING TERMS OF SERVICE:**

PHYSICAL CONNECTIVITY REQUIREMENTS

- For all connectivity services: Customer is responsible for ensuring there are adequate facilities at the premises' primary minimum point of entry ("MPOE") to receive Airespring's service, including power and backboard / rack. Customer is also responsible for providing any wiring/demarc extension beyond the primary MPOE.
- All orders are subject to facility availability, which cannot be verified in many cases until a site survey has been completed. Ability to deliver service to Customer's facility may require construction that could result in extended timelines, additional upfront/one time build-out costs and/or increases to the Monthly Recurring Charge (MRC).
- A qualified vendor/technician must install the equipment and service at Customer's sole expense. Airespring cannot process orders without a vendor/technician involved in the order process.
- For Fiber Ethernet Services: Customer requirements and responsibilities for site readiness are detailed in Airespring's Ethernet Service Installation Guide, which can be found at http://www.airespring.com/terms/Ethernet_Srvc_Installation. Cancellation charges as listed in the contract will be applied in the event that customer has not complied with the provided requirements, or excessively delays installation.
- For Ethernet over Copper and Broadband Services: Ethernet over Copper (EOC) and Broadband services are subject to distance limitations as well as availability of copper facilities. Airespring's pricing is based on estimates of distance to the local CO and availability, but the actual availability, pricing and capacity can only be determined by a field technician in the course of turn-up. These factors may result in unavailability of EOC or broadband service or necessity to downgrade from the requested speed.
- The actual bandwidth that can be delivered on a broadband service will not be determined until the time of service installation. The connectivity speeds listed on the order form are maximum connection speeds. Actual upstream and downstream speeds may be lower due to various factors including but not limited to network and Internet congestion, wiring inside Customer's location, equipment and computer configuration, and the speed of web sites accessed on the Internet. Performance levels, including but not limited to transmission rate, throughput, and packet loss, are not guaranteed or warranted in any way, nor shall Airespring be required to provide credits, refunds, or other remedies with respect to performance levels, service quality, or the like.
- All Airespring Broadband Services (including, but not limited to DSL, ADSL, SDSL, Asymmetrical Ethernet, Cable, DocSIS, Co-Ax and FTTH) are a "best efforts" service and are not subject to service levels or outage or other credits. For the avoidance of doubt, Airespring shall not be liable for any interruption or failure of web links or sites, voice services utilizing such broadband service, hostile network attacks, denial of service attacks, or failure of the Internet generally.

MANAGED CONNECTIVITY SERVICE

- Airespring is not responsible for trouble shooting customer voice or internet issues beyond the Airespring-supplied CPE/Gateway (if provided), including voice or internet service located at a remote location or on Customer's LAN and internal network, firewalls, routers, switches and wiring/cabling.
- Unless specifically identified as Private Managed Connectivity, all Managed Connectivity services may traverse public networks. Managed Connectivity services generally provides two (2) Classes of Service, one of which is classified as Best Efforts.
- There are many types of bandwidth speed tests, including various public speed test websites. These sites are subject to inaccuracy and variable results, and do not provide scientific or reliable data for troubleshooting by Airespring. Airespring will not accept speed test results from such websites.
- Airespring and its underlying providers will only utilize Iperf or RFC-2544 testing terminating to on-net facilities which are considered industry standards for speed performance testing. Because of additional overhead necessary for transmission protocols and routing, the measured speed will always be less than the rated speed of the connection. Throughput and other testing that includes customer equipment, firewalls and networks may experience further reduction in throughput and will not be considered valid for testing purposes.

**BY SIGNING THIS APPLICATION CUSTOMER IS AWARE OF
AND AGREES TO THE FOLLOWING TERMS OF SERVICE:**

LOCAL SIP TRUNKING

- Customer shall be responsible for ensuring that a sufficient amount of bandwidth is available to support the desired number of simultaneous calls and permit the applicable audio compression. Each call employing G.729 audio compression requires approximately 30kbits/sec per call. Each call employing G.711 audio compression requires approximately 100 kbits/sec per call.
- For SIP Trunking utilizing Customer Provided Broadband: Airespring will not trouble shoot customer voice quality, jitter, latency, etc. issues over Customer Provided Access, including any issues related to connecting via modems and routers provided by other providers. Customer should contact its Internet Service Provider (ISP) for assistance with these issues.
- Customer is responsible for proper operation of customer's network, including all internal cabling, switches, routers, firewalls and servers. Airespring will not troubleshoot or configure customer's network.
- If Customer's trunk pricing is at a Zone 1 rate and Customer requires DIDs in a Zone 2 area, Customer will be required to pay Zone 2 trunk pricing for all of their trunks.

VOICE SERVICES

- Customer must provide a complete list of all numbers to be ported, including all non-voice lines, such as fax machines, alarm lines, modems, etc. Numbers omitted from the list may result in those numbers not being ported at the time of implementation. Airespring will attempt to retrieve Customer Service Records (CSRs) from Customer's prior carrier(s), but cannot guarantee such. If requested, Customer agrees to provide Airespring with complete CSR's.
- Faxing: General, standard use faxing is supported; however VOIP services are not designed to support extremely heavy fax applications such as: fax blasting, fax aggregation systems, continuous and consistent high volumes of faxing, or a high volume of long faxes over 10 pages. Optimal results are achieved by connecting fax lines directly to an FXS analog port on AireSpring provided equipment. Customer may be required to make adjustments to internal wiring to connect faxes to FXS ports.
- VOIP services are not recommended for, and may not properly support:
 - Alarm lines
 - Elevator lines
 - Analog Credit card processing machines
 - Analog Modems

Use of services for such applications are solely at customer's own risk.

- This product may not be utilized for:
 - Auto dialers
 - Predictive dialers
 - Telemarketing applications

DIRECTORY LISTING / DIRECTORY ASSISTANCE

Street Address: 599 BELLEVUE AVE	Type of Business/Organization:
----------------------------------	--------------------------------

City: SANTA ROSA	State: CA	Zip: 95407-7713
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TRANSACTION TYPE

<input type="checkbox"/> No Directory Listing Requested	<input type="checkbox"/> New
---	------------------------------

CLASS OF SERVICE

<input type="checkbox"/> Business	<input type="checkbox"/> County	<input type="checkbox"/> State	<input type="checkbox"/> US Government	<input type="checkbox"/> Military	<input type="checkbox"/> School
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Community/Book:	<input type="checkbox"/> Include in Yellow Pages -- Heading(s):
-----------------	---

Type of Listing *	Listing Request **			Indent Levels (0-6) <i>(Captions only)</i>	Listed Name <i>(or Caption)</i>	Listed Address	Listed Phone Number
	Listed	Non-Listed	Non-Published				
Main <i>(included)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

* Indicate: Main, Additional, Caption, or Foreign.
 ** Indicate: Listed, Non-listed (excluded from printed Directory only), Non-published (excluded from printed Directory and Directory Assistance)

LOCAL SERVICE 911/E-911 INFORMATION

IMPORTANT: AIRESPRING WILL IDENTIFY ALL NUMBERS ASSOCIATED WITH THIS ACCOUNT AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED ON PAGE 1 OF THE ORDER FORM FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

*Are there any remote/offsite users or extensions so that additional 911 addresses are needed? NO YES -- a supplementary 911 form is required

911 NOTICE – USE OF CUSTOMER INFORMATION

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/911E INFORMATION SHEET.

CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITED FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE 50 UNITED STATES OF AMERICA

*Customer Initial: _____

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TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of *3-Year from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service or ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including loop charges, beginning on the Start of Service Date. Upon completion of any initial or any renewal term commitment, or if no term is specified above, this Agreement shall automatically renew for successive one-year terms. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ratio of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For Customer Provided Connectivity orders, Customer shall pay a cancellation fee of \$750 per location if Customer cancels the order prior to Start of Service. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. Airespring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation Airespring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return Equipment purchased by Customer. Airespring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by AireSpring or that have been ported to AireSpring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. Airespring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of Airespring's unlimited local and long distance service plans and unreasonable overutilization of Airespring's facilities. Airespring's unlimited calling plans, both long distance and local, are intended solely for normal commercial use. Airespring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Airespring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. See Airespring's Master Service Agreement for a complete list of prohibited uses. Airespring has other plans applicable for such applications and businesses. It will be considered outside of Airespring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, Airespring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's usage exceeds this normal usage. All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at www.airespring.com/terms and Airespring's Acceptable Use Policy, which may be found at www.airespring.com/aup, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Company Name: Santa Rosa City Schools

*Authorized Signature

*Print Name

*Title

*Date

*Customer Initial: _____

AIRESRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: Santa Rosa City Schools			BILLING ACCOUNT NAME (IF DIFFERENT):		
*SERVICE ADDRESS: 599 BELLEVUE AVE			BILLING ADDRESS (IF DIFFERENT):		
*CITY: SANTA ROSA	*STATE: CA	*ZIP: 95407-7713	CITY:	STATE:	ZIP:
*SERVICE CONTACT/TITLE:			BILLING ADDRESS CONTACT:		
*PHONE:	FAX:		PHONE:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			CONTACT E-MAIL -- IMPORTANT (FOR CONTACT PURPOSES ONLY):		
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> GENERAL PARTNERSHIP		<input type="checkbox"/> LIMITED PARTNERSHIP	
<input type="checkbox"/> SOLE PROPRIETORSHIP		<input type="checkbox"/> NONPROFIT ORGANIZATION		<input type="checkbox"/> LIMITED LIABILITY COMPANY	
<input type="checkbox"/> HOME BUSINESS		<input type="checkbox"/> OTHER:			
*INCORPORATION DATE: / - STATE:		*CURRENT SVC PROVIDER:		REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER	
*WILL THE SERVICE PROVIDED BY AIRESRING BE USED FOR WHOLESALE OR RESALE PURPOSES?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESRING AGENT)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
*ESTIMATED MONTHLY USAGE:				\$	
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.		*PAPERLESS BILLING <input type="checkbox"/> YES <input type="checkbox"/> NO		*EMAIL ADDRESS: (Must be provided for paperless billing)	

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
MAIN COUNTRIES CALLED:	

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
2. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*Bank Name:	*Bank Phone Number:
*Bank Account Number:	*Bank Contact Name:

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit www.airespring.com/terms for a complete and updated description of the terms of service.)

I AGREE THAT AIRESRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Agent: Pete Van De Koolwyk

*Customer Initial: _____



LETTER OF AGENCY

Required if Porting Local Numbers

*Agent Name: Pete Van De Koolwyk

*Agent ID: KDJ0004

Please note – LOA should be submitted with a copy of a recent phone bill from your local provider

PHYSICAL LOCATION

*Company:
Santa Rosa City Schools

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

*Service Address:
599 BELLEVUE AVE

*Building:

*Suite:

*Floor / Room:

*City:
SANTA ROSA

*State:
CA

*Zip:
95407-7713

*Current Local Service Provider:

ADDITIONAL BILLING TELEPHONE NUMBERS

BTN #2:

BTN #4:

BTN #3:

BTN #5:

NOTICE – USE OF CUSTOMER INFORMATION

Attached page(s) provide a complete listing of Telephone Lines to be switched to Airespring.

By signing this application contract, I am authorizing Airespring to become my new provider of network/communications service, long-distance service and/or local service (if available and selected by me). I authorize Airespring to act as my agent to make this change happen, and direct my local company to work with Airespring to affect the change.

I further certify that I am at least eighteen years of age, and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am responsible for all valid Airespring charges for all usage.

*By: Name (Please print or type)

*Authorized Signature

*Date

Signing this document will result in a service provider change.

*Customer Initial: _____

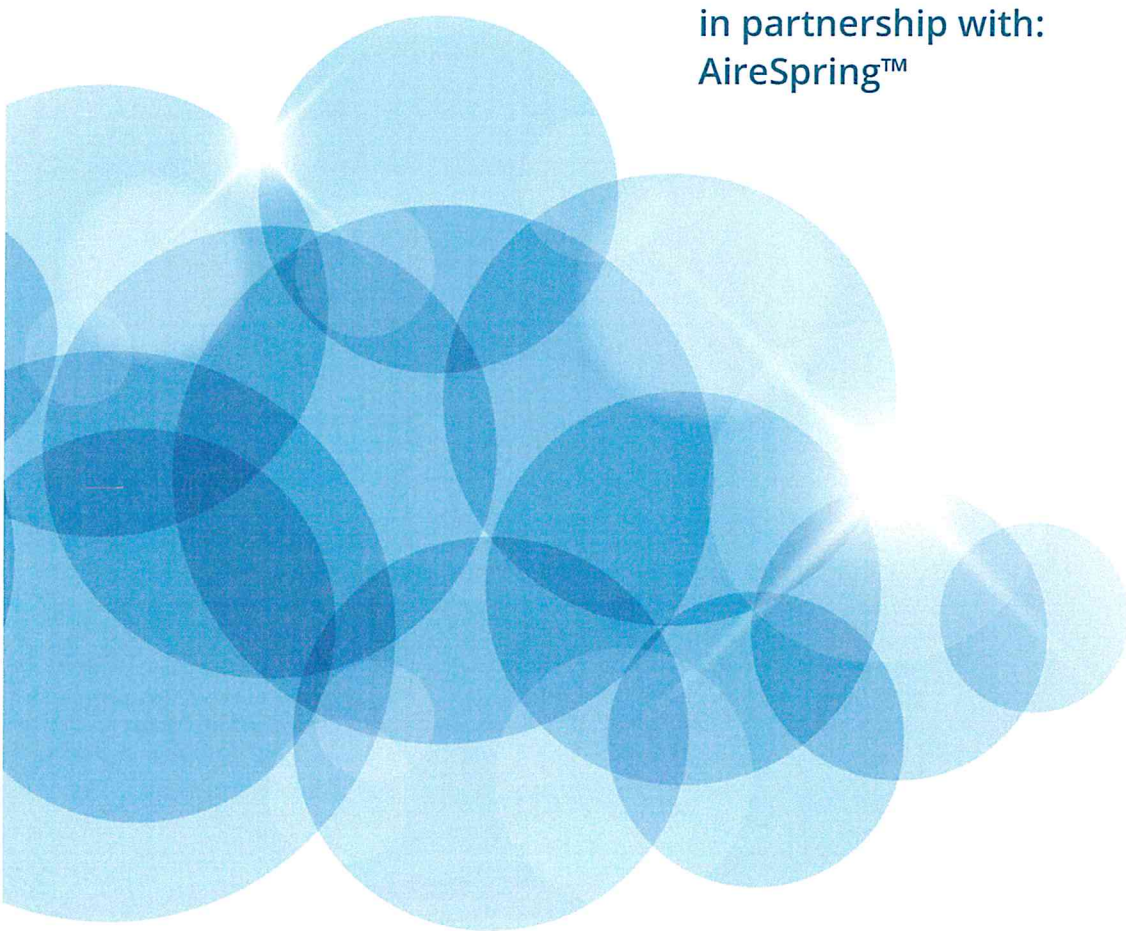


Requested Cloud Telecommunications Services Proposal

Specifically Prepared For:
Santa Rosa City Schools

Presented By:
Pete Van De Koolwyk

in partnership with:
AireSpring™



**Connection: Managed Connectivity w/QOS (No Internet)
Cloud/Voice Service: Local SIP Trunking**

Customer Name				Consultant				Consultant Company			
Santa Rosa City Schools				Pete Van De Koolwyk							
Quote ID		Proposal ID			Quote Date			Date Expires			
1120084752 OMR # 153320160503		49457			05/03/2016			05/23/2016			

Voice Services

District Office - 211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 707-528 (001)

Trunks			Analog Lines			DID Numbers			Toll Free Numbers			Total	
QTY	MRC	NRC	QTY	MRC	NRC	QTY	MRC	NRC	QTY	MRC	NRC	MRC	NRC
64	\$368.00	\$0.00	0	\$0.00	\$0.00	2300	\$805.00	\$805.00	0	\$0.00	\$0.00	\$1,173.00	\$805.00

Usage Bundles

District Office - 211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 707-528 (001)

Plan Name	QTY	Total Minutes	Per Minute Rate	Excess Minutes	MRC	NRC
\$30 for 2,000 Outbound / Toll Free Min.	1	2,000	N/A	2.500¢	\$30.00	\$0.00

Free local calling and interoffice on-net calling

Offshore rates are provided at <http://www.airespring.com/airespring-local-offshore-rates>

International Rates

District Office - 211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 707-528 (001)

Carrier	International
Airespring	Click Here

AireSpring Managed Router/Gateway

District Office - 211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 707-528 (001)

Model	Term	MRC	NRC
ADTRAN 908e	All Terms	Included	Included

Summary

District Office - 211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 707-528 (001)

Speed, Carrier and Term	Loop		Port		Other Services		Total	
	MRC	NRC	MRC	NRC	MRC	NRC	MRC	NRC
Fast Ethernet - 100 Mb/s Airespring 3-Year	\$157.83	\$0.00	\$1,285.00	\$0.00	\$1,203.00	\$805.00	\$2,645.83	\$805.00

All orders are subject to engineering, pricing and facilities verification.



**ORDER FORM AND TERM PLAN
MANAGED CONNECTIVITY
WITH LOCAL SIP TRUNKING**

*Carrier: AIRESPRING

*Quote ID#: 1120084752

Rev 04/04/16

Channel Mgr: Lanny Eule

*Quote Expiration: 05/23/2016

*Proposal ID#: 49457

Sales Support: 844-832-8514
Email to orders@airespring.com or Fax to 888-899-2928

*Agent: Pete Van De Koolwyk

OMR#: 153320160503

*Agent ID: KDJ0004

IMPORTANT -- ALL BOLDED FIELDS WITH AN ASTERISK (*) MUST BE COMPLETED

PHYSICAL LOCATION

*Company Name: Santa Rosa City Schools		*Location Name: District Office		Existing Customer Number:		<input type="checkbox"/> Separate bill for this location	
*Physical Address: 211 RIDGWAY AVE		*Suite:	*Bldg./Fl./Rm:	*Billing Address: (if different)			
*City: SANTA ROSA		*State: CA	*Zip: 95401-4320	*City:	*State:	*Zip:	

CONTACT INFORMATION

	*Name	Title	*Phone	Mobile Phone	E-mail
*Customer Contact					
*Technical/Vendor Contact					
*On-Site Contact					

THE FOLLOWING INITIALS & SIGNATURES ARE REQUIRED

1.) *Initials on all Pages at the Bottom Left	2.) *Signature on Page 7 of the order form
3.) *New Customers- Complete and Sign Credit Application on Page 8	4.) *If Porting Numbers, LOA signature required on Page 9
5.) If Porting Numbers, Current Phone Bill Copies are strongly recommended	

MANAGED CONNECTIVITY CIRCUIT INFORMATION AND PRICING

*Capacity:	*Site NPA/NXX:	*Term: (2 Year Minimum)
F-E 100	707-528	3-Year
*Loop MRC	*Port MRC	Internet (Optional) – Fill in yes or no
\$157.83	\$1,285.00	No
*Loop NRC	*Port NRC	Managed Router/Gateway*
\$0.00	\$0.00	Included

*Managed Router/Gateway Shipping & Handling (Ground Shipping): \$24.73
Expedited Shipping Additional

If customer requires a fiber/SFP/Mini-GBIC handoff, additional equipment upgrade MRCs will apply.

INSTALLATION & DEMARC EXTENSION CHARGES

\$300.00 per T1 – includes up to 2 hours of labor and 125 feet of Cat5e cable.
Additional labor: \$125.00 per hour, billed in 15 minute increments. Additional Cat5e cable: \$.20 per foot.
Fiber and EOC demarc extensions – ICB pricing

INSTALL TIMEFRAMES AND EXPEDITES

Customer understands and accepts the following estimated installation timeframes:

90 days for services which utilize a Fast-E circuit, 120 days for services which utilize Gig-E circuit, 60 days for services which utilize all other circuit types. Actual installation timelines vary by underlying carrier and loop provider and are dependent on multiple factors, including construction requirements, availability of facilities and other variables.

Paid Expedites: Customer may request an expedite for an additional fee. All expedites must be approved by Airespring.

NOTE: Airespring cannot ever guarantee any installation timeframes including paid expedites.

*Customer Initial: _____



CLOUD COMMUNICATION SERVICES: LOCAL SIP TRUNKING
Rev 04/04/16

AIRESPRING LOCAL SIP TRUNKING VOICE SERVICES

Zone	Service	Quantity	MRC	NRC
1	Local SIP Trunks	64	\$368.00	\$0.00
	Analog Lines	0	\$0.00	\$0.00

DOMESTIC USAGE RATES & PLANS

USAGE PLANS <i>US 48 States incl. Local Toll, Intrastate, Interstate</i> Unlimited Outbound plans require a subscription of all seats/lines/trunks ordered.	Cost	Quantity	Total	Included Minutes	Excess Minutes
\$30 for 2,000 Outbound / Toll Free Min.	\$30.00	1	\$30.00	2,000	\$0.02500
LONG DISTANCE & TOLL FREE RATE IF NO PLAN SELECTED OR FOR EXCESS MINUTES: \$0.02500		FREE LOCAL CALLING <small>(Excludes Local Toll)</small>		INTER-OFFICE ON-NET CALLING – Free between locations utilizing Airespring Local Network Services and Airespring-assigned Local Service DIDs	

INTERNATIONAL AND OFFSHORE RATES

INTERNATIONAL (011 Calls Only) ¹ <i>(Customer is responsible for any International calling, whether fraud or not)</i>	*INT'L RATE PLAN #3 Rates are provided at International Rates	<input type="checkbox"/> Block International <small>(See Terms of Service for limitation of liability)</small>	OFFSHORE: Rates are provided at Offshore Rates
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DID NUMBERS

DID Numbers <small>(Minimum of 20 DID's – Blocks of 20)</small>	MRC per Number \$0.50	NRC per Number \$0.50	Quantity: 2300	MRC: \$805.00	NRC: \$805.00
Are you transferring existing DID Numbers?	<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO		
Are you requesting New DID Numbers?	<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO		
# of Rate Centers:	Quantity:	All orders over 200 DIDs or more than 3 Rate Centers per Customer are Special Projects and will be priced on an ICB basis if approved.			

TOLL FREE NUMBERS

Toll Free Numbers (First 50 Numbers)	MRC per Number \$1.00	NRC per Number \$5.00	Quantity: 0	MRC: \$0.00	NRC: \$0.00
Toll Free Numbers (per Number above 50)	MRC per Number \$0.50	NRC per Number \$1.00	Quantity:	MRC:	NRC:
Are you transferring existing Toll Free Numbers? <i>(If Yes, Toll Free Service RespOrg Form will be required.)</i>	<input type="checkbox"/> YES	Quantity:	<input type="checkbox"/> NO		

*Customer Initial: _____

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ADDITIONAL SERVICES

Description	Term	Quantity	MRC	NRC

Overage for Wireless Managed Failover: \$15 per GB

For more information on firewall throughput and user guidelines, [click here](#).

AIRETXT SMS SERVICES

Text to/from Landline or Toll Free	Quantity	MRC	NRC	Inbound Outbound	Overage Rate per SMS
Initial Line + Message Bundle	Select from Dropdown	\$10.00	\$10.00	1000 Messages included	\$0.025
Additional Lines		\$1.00	\$1.00	N/A	N/A
Additional Message Bundles (Messages are shared across all lines ordered)		\$5.00	\$5.00	500 Messages included	\$0.025

*Customer Initial: _____

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OTHER SERVICES / FEATURES / FEES	CHARGES	
	MRC	NRC
Local Directory Assistance and Long Distance Directory Assistance	\$1.99 per call	
Initial Directory Listing (Simple)	No Charge	
Additional Directory Listing	\$5.00 per Listing	\$5.00 per Listing
Outbound Caller Name (CNAM)	\$3.00 per Number	\$3.00 per Number
Inbound Caller ID Name Note: All trunks must be subscribed	\$1.00 per Trunk	\$1.00 per Trunk
Account Codes - Non-verified – Must be used on all calls	\$25.00 per Location	\$75.00 per Location
Account Codes - Verified – Must be used on all calls (up to 50; greater than 50 is subject to project fee)	\$50.00 per Location	\$150.00 per Location
Software, Trunk Group or Routing Change Order Fee (Off hours and weekend work ICB)	(Applicable MRC)	\$75 per Change Order
Additional Trunk or Hunt Group(s) (Initial Trunk or Hunt Group – No Charge)	\$25.00 per Group	\$100.00 per Group
Replacement Routers / Hardware	Shipment of replacement routers or hardware to be paid by customer	
Do you need Account Codes?	<input type="checkbox"/> Verified or <input type="checkbox"/> Non-verified	<input type="checkbox"/> NO

LOCAL NUMBER PORTING (LNP)		
Local Number Porting (LNP) of Phone Numbers	Verizon provided – \$0.00 NRC per Number	Other Providers -- \$3.00 NRC per Number
LNP Change or Cancellation – Greater than 48 Hours	\$6.00 NRC per Number	
LNP Change or Cancellation – Less than 48 Hours	\$75.00 NRC per Number	
Snapback to Prior Carrier (after completed porting)	\$300.00 NRC per Number	

Charges do not include additional surcharges and government mandated taxes. A full list of current Airespring surcharges may be found at: <http://www.airespring.com/service-terms/64-surcharges.html>

IP ADDRESS INFORMATION

All IP addresses are subject to approval from the underlying provider based on an IP Address Justification Form completed by customer.

Public IPs	Usable IPs	AireSpring	AT&T	CenturyLink	Cox	Earthlink	GCAP/ Megapath	GCAP/ Megapath DSL	Sprint	TPAC	TWC	Verizon DIA	Verizon FTTI	Windstream	XO
4	1	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free	Free
8	5	Free	Free	Free	Free	Free	Free	\$5 MRC	Free	Free	\$35 MRC	Free	Free	Free	Free
16	13	\$10 MRC	Free	Free	\$25 MRC	Free	\$10 MRC	\$10 MRC	Free	\$10 MRC	\$50 MRC	Free	\$35 MRC	\$32 MRC	Free
32	29	\$15 MRC	Free	Free	\$50 MRC	\$100 NRC	\$15 MRC	\$15 MRC	Free	\$15 MRC	\$80 MRC	Free	\$56 MRC	\$56 MRC	Free
64	61	\$20 MRC	Free	Free	\$75 MRC	\$185 NRC	\$20 MRC	\$20 MRC	Free	\$25 MRC	\$100 MRC	Free	\$84 MRC	\$96 MRC	Free
128	125	\$25 MRC	Free	Free	ICB	\$350 NRC	\$25 MRC	\$25 MRC	Free	\$50 MRC	\$150 MRC	Free	\$133 MRC	\$160 MRC	Free
256	253	\$50 MRC	Free	Free	ICB	\$675 NRC	\$50 MRC	\$50 MRC	Free	\$100 MRC	\$200 MRC	Free	ICB	ICB	Free
Above 256	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

*If Customer is using Airespring CPE one usable IP address must be assigned to this CPE.

SUMMARY TOTALS

Total MRC *: \$2645.83	Total NRC*: \$805.00
*(If ordered, Total includes Connectivity, Trunks, Lines, AireFax, Call Recording, Usage bundles, DID's & TFN's, and Additional Services.)	*(If ordered, Total includes Connectivity, Trunks, Lines, AireFax, Call Recording, Usage Bundles, DID's & TFN's, and Additional Services)

*Customer Initial: _____

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**BY SIGNING THIS APPLICATION CUSTOMER IS AWARE OF
AND AGREES TO THE FOLLOWING TERMS OF SERVICE:**

PHYSICAL CONNECTIVITY REQUIREMENTS

- For all connectivity services: Customer is responsible for ensuring there are adequate facilities at the premises' primary minimum point of entry ("MPOE") to receive Airespring's service, including power and backboard / rack. Customer is also responsible for providing any wiring/demarc extension beyond the primary MPOE.
- All orders are subject to facility availability, which cannot be verified in many cases until a site survey has been completed. Ability to deliver service to Customer's facility may require construction that could result in extended timelines, additional upfront/one time build-out costs and/or increases to the Monthly Recurring Charge (MRC).
- A qualified vendor/technician must install the equipment and service at Customer's sole expense. Airespring cannot process orders without a vendor/technician involved in the order process.
- For Fiber Ethernet Services: Customer requirements and responsibilities for site readiness are detailed in Airespring's Ethernet Service Installation Guide, which can be found at http://www.airespring.com/terms/Ethernet_Srvc_Installation. Cancellation charges as listed in the contract will be applied in the event that customer has not complied with the provided requirements, or excessively delays installation.
- For Ethernet over Copper and Broadband Services: Ethernet over Copper (EOC) and Broadband services are subject to distance limitations as well as availability of copper facilities. Airespring's pricing is based on estimates of distance to the local CO and availability, but the actual availability, pricing and capacity can only be determined by a field technician in the course of turn-up. These factors may result in unavailability of EOC or broadband service or necessity to downgrade from the requested speed.
- The actual bandwidth that can be delivered on a broadband service will not be determined until the time of service installation. The connectivity speeds listed on the order form are maximum connection speeds. Actual upstream and downstream speeds may be lower due to various factors including but not limited to network and Internet congestion, wiring inside Customer's location, equipment and computer configuration, and the speed of web sites accessed on the Internet. Performance levels, including but not limited to transmission rate, throughput, and packet loss, are not guaranteed or warranted in any way, nor shall Airespring be required to provide credits, refunds, or other remedies with respect to performance levels, service quality, or the like.
- All Airespring Broadband Services (including, but not limited to DSL, ADSL, SDSL, Asymmetrical Ethernet, Cable, DocSIS, Co-Ax and FTTH) are a "best efforts" service and are not subject to service levels or outage or other credits. For the avoidance of doubt, Airespring shall not be liable for any interruption or failure of web links or sites, voice services utilizing such broadband service, hostile network attacks, denial of service attacks, or failure of the Internet generally.

MANAGED CONNECTIVITY SERVICE

- Airespring is not responsible for trouble shooting customer voice or internet issues beyond the Airespring-supplied CPE/Gateway (if provided), including voice or internet service located at a remote location or on Customer's LAN and internal network, firewalls, routers, switches and wiring/cabling.
- Unless specifically identified as Private Managed Connectivity, all Managed Connectivity services may traverse public networks. Managed Connectivity services generally provides two (2) Classes of Service, one of which is classified as Best Efforts.
- There are many types of bandwidth speed tests, including various public speed test websites. These sites are subject to inaccuracy and variable results, and do not provide scientific or reliable data for troubleshooting by Airespring. Airespring will not accept speed test results from such websites.
- Airespring and its underlying providers will only utilize Iperf or RFC-2544 testing terminating to on-net facilities which are considered industry standards for speed performance testing. Because of additional overhead necessary for transmission protocols and routing, the measured speed will always be less than the rated speed of the connection. Throughput and other testing that includes customer equipment, firewalls and networks may experience further reduction in throughput and will not be considered valid for testing purposes.

**BY SIGNING THIS APPLICATION CUSTOMER IS AWARE OF
AND AGREES TO THE FOLLOWING TERMS OF SERVICE:**

LOCAL SIP TRUNKING

- Customer shall be responsible for ensuring that a sufficient amount of bandwidth is available to support the desired number of simultaneous calls and permit the applicable audio compression. Each call employing G.729 audio compression requires approximately 30kbits/sec per call. Each call employing G.711 audio compression requires approximately 100 kbits/sec per call.
- For SIP Trunking utilizing Customer Provided Broadband: Airespring will not trouble shoot customer voice quality, jitter, latency, etc. issues over Customer Provided Access, including any issues related to connecting via modems and routers provided by other providers. Customer should contact its Internet Service Provider (ISP) for assistance with these issues.
- Customer is responsible for proper operation of customer's network, including all internal cabling, switches, routers, firewalls and servers. Airespring will not troubleshoot or configure customer's network.
- If Customer's trunk pricing is at a Zone 1 rate and Customer requires DIDs in a Zone 2 area, Customer will be required to pay Zone 2 trunk pricing for all of their trunks.

VOICE SERVICES

- Customer must provide a complete list of all numbers to be ported, including all non-voice lines, such as fax machines, alarm lines, modems, etc. Numbers omitted from the list may result in those numbers not being ported at the time of implementation. Airespring will attempt to retrieve Customer Service Records (CSRs) from Customer's prior carrier(s), but cannot guarantee such. If requested, Customer agrees to provide Airespring with complete CSR's.
- Faxing: General, standard use faxing is supported; however VOIP services are not designed to support extremely heavy fax applications such as: fax blasting, fax aggregation systems, continuous and consistent high volumes of faxing, or a high volume of long faxes over 10 pages. Optimal results are achieved by connecting fax lines directly to an FXS analog port on AireSpring provided equipment. Customer may be required to make adjustments to internal wiring to connect faxes to FXS ports.
- VOIP services are not recommended for, and may not properly support:
 - Alarm lines
 - Elevator lines
 - Analog Credit card processing machines
 - Analog ModemsUse of services for such applications are solely at customer's own risk.
- This product may not be utilized for:
 - Auto dialers
 - Predictive dialers
 - Telemarketing applications

DIRECTORY LISTING / DIRECTORY ASSISTANCE

Street Address: 211 RIDGWAY AVE	Type of Business/Organization:
---------------------------------	--------------------------------

City: SANTA ROSA	State: CA	Zip: 95401-4320
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TRANSACTION TYPE	
<input type="checkbox"/> No Directory Listing Requested	<input type="checkbox"/> New

CLASS OF SERVICE					
<input type="checkbox"/> Business	<input type="checkbox"/> County	<input type="checkbox"/> State	<input type="checkbox"/> US Government	<input type="checkbox"/> Military	<input type="checkbox"/> School

Community/Book:	<input type="checkbox"/> Include in Yellow Pages -- Heading(s):
-----------------	---

Type of Listing *	Listing Request **			Indent Levels (0-6) <i>(Captions only)</i>	Listed Name <i>(or Caption)</i>	Listed Address	Listed Phone Number
	Listed	Non-Listed	Non-Published				
Main <i>(included)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N/A			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

* Indicate: Main, Additional, Caption, or Foreign.
 ** Indicate: Listed, Non-listed (excluded from printed Directory only), Non-published (excluded from printed Directory and Directory Assistance)

LOCAL SERVICE 911/E-911 INFORMATION

IMPORTANT: AIRESPRING WILL IDENTIFY ALL NUMBERS ASSOCIATED WITH THIS ACCOUNT AS BEING LOCATED AT THE PHYSICAL ADDRESS LISTED ON PAGE 1 OF THE ORDER FORM FOR PURPOSES OF PROVIDING 911 LOCATION INFORMATION.

*Are there any remote/offsite users or extensions so that additional 911 addresses are needed? NO YES -- a supplementary 911 form is required

911 NOTICE – USE OF CUSTOMER INFORMATION

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING'S SERVICE IS INTERNET BASED AND THAT 911 SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE TELEPHONE NUMBER ASSOCIATED WITH SERVICE FOR THE REGISTERED ADDRESS, IN THE PHYSICAL LOCATION SECTION OF THE LOCAL SERVICE 911/911E INFORMATION SHEET.

CUSTOMER ACKNOWLEDGES THAT THE SIP TRUNK SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE THE SERVICE THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITED FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE SERVICE FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT AIRESPRING, ITS UNDERLYING CARRIERS, OR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS AIRESPRING FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF THE CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY AIRESPRING FROM ANY CLAIM OR ACTION ARISING OUT OF MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANT, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

END USERS WHO SUBSCRIBE TO 911 OR E911 SERVICE WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE) WITH AIRESPRING AND AGREE TO CALL AIRESPRING CUSTOMER SERVICE TO UPDATE THE LOCATION WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

AVAILABILITY OF 911 AND E911 SERVICES IS LIMITED TO THE 50 UNITED STATES OF AMERICA

*Customer Initial: _____

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TERM AND USAGE AGREEMENT

The term of this Agreement will be for a period of *3-Year from the Start of Service Date. The Start of Service Date shall be the earlier of i) the Customer's first use of the service or ii) five (5) business days after Circuit Ready Date, regardless of whether all Services (including voice) have been turned up and regardless of Customer readiness. "Circuit Ready Date" is the date the Customer's circuit is active, as notified by the underlying provider. Customer networking issues, whether the result of improper network design, equipment issues, or incorrect information supplied to Airespring by or on behalf of the Customer, shall not relieve the Customer of the obligation to pay for the Service, including loop charges, beginning on the Start of Service Date. Upon completion of any initial or any renewal term commitment, or if no term is specified above, this Agreement shall automatically renew for successive one-year terms. Customer contracts to pay the Monthly Recurring Charges as listed above for the term of this Agreement. By signing this Agreement, Customer agrees to pay all applicable circuit port, loop and Equipment MRC charges in advance, and any usage/overage charges in arrears. Customer's first bill shall include pro-ration of first month's service, as well as any NRC's. In the event Customer terminates this Agreement after the Start of Service Date but prior to the end of the applicable term, Customer shall pay to Airespring on demand, as liquidated damages and not as a penalty, an Early Termination Liability charge ("ETL") equal to the sum of i) one hundred percent (100%) of the Monthly Recurring Charges ("MRCs") for loop/circuit charges for all of the months remaining in any applicable term, ii) one hundred percent (100%) of MRCs for all other charges for the remaining months in the initial twelve months of the term, iii) eighty percent (80%) of the MRCs for all other charges for the remaining months in months 13 - 24 of the term, and iv) seventy percent (70%) of the remaining MRCs for all other charges for the remaining months in the term, namely month 25 and after. With respect to Customer terminating the Agreement after the submission of paperwork to the underlying carrier but prior to the Start of Service Date, the ETL will be equivalent to Customer terminating during the initial twelve (12) months as described above. In the event Customer terminates this Agreement prior to the submission of paperwork to the underlying carrier Customer shall be subject to the following fees: \$1000 per DS-1/EOC/Broadband circuit or \$3000 per Fast-E or similar circuit. For Customer Provided Connectivity orders, Customer shall pay a cancellation fee of \$750 per location if Customer cancels the order prior to Start of Service. Additionally, a 20% restocking fee of the undiscounted, retail price of AireSpring provided devices shall apply and be paid by Customer for all equipment returned unopened to AireSpring and in original packaging within 30 days of shipment to Customer and prior to Start of Service. Equipment that has been opened or used may not be returned, and will be billed at the full undiscounted, retail price in the event Customer cancels service prior to Start of Service. Airespring managed routers are pre-configured and sent to Customer to be self-installed, if Customer requests a professional installation Airespring will charge Customer an installation fee of \$1000. All local loop circuit install charges are quoted with install to the Local Exchange Carrier assigned building demarcation point (Demarc). AireSpring will pass through any costs associated with extending wiring beyond the Demarc. In conjunction with the services ordered, Airespring may provide Customer with Customer Premises Equipment (CPE) on a rental or included basis. If service is terminated for any reason, Customer must return all Airespring and underlying carrier provided equipment within 30 days of termination, or Customer will be billed for the full new cost of the equipment. It is not necessary to return Equipment purchased by Customer. Airespring will provide all long distance and local services. No other long distance and local providers may be used with this service. Rating of outbound calls as Local applies only to calls that utilize telephone numbers (DIDs) assigned by Airespring or that have been ported to Airespring's service as the originating ANI, and are displayed accordingly in the Caller ID field. The International Rate Plan Number above refers to a set of country specific rates defining costs to each international dialed location. Customer requests to block international calling does not relieve Customer from liability for all completed calls made utilizing Customer's equipment, whether authorized or unauthorized. Airespring's fair use policy ("Fair Use Policy") as set forth below and in the Master Service Agreement is designed to prevent abuse, fraud or unreasonable exploitation of Airespring's unlimited local and long distance service plans and unreasonable overutilization of Airespring's facilities. Airespring's unlimited calling plans, both long distance and local, are intended solely for normal commercial use. Airespring's unlimited calling plans are designed only for continuous live dialog between two individuals. Unusual calling patterns, excessive called numbers and/or consistent excessive usage will each be considered an indicator that usage is exceeding normal standards. Airespring's unlimited calling plans may not be used for auto-dialing, continuous, or extensive call forwarding, excessive conferencing, inbound/outbound centralized or distributed call center activity, inbound/outbound customer service, telemarketing (including charitable or political solicitation or polling), fax or voicemail blasting, or for continuous or extensive chat line access, or as an open telephone line as a monitor, intercom or transcription service. See Airespring's Master Service Agreement for a complete list of prohibited uses. Airespring has other plans applicable for such applications and businesses. It will be considered outside of Airespring's Fair Use Policy on an unlimited calling plan for a Customer to exceed more than one-thousand (1,000) inbound, outbound or toll free local or long distance minutes per month per subscriber line, SIP trunk, hosted seat, PRI/T-1 trunk/DS0 or analog line, etc., in aggregate ("Normal Usage"). For unlimited calling plans, Airespring shall apply a surcharge of up to \$0.04 per minute of use to the number of minutes by which Customer's usage exceeds this normal usage. All services provided to Customer by Airespring are governed by the terms of a Master Service Agreement, which may be found at www.airespring.com/terms and Airespring's Acceptable Use Policy, which may be found at www.airespring.com/aup, both of which are incorporated into this Agreement by this reference. This Agreement represents the entire agreement between the Parties and supersedes and merges all prior offers, agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or oral, between or among Customer and Airespring as well as Airespring's agents, employees, and/or sales persons. This Agreement is voidable by Airespring if the text is modified without the written or initialed consent of an Airespring Officer. Except as may otherwise be provided herein, any amendments or modifications to this Agreement must be in writing and signed by an Airespring Officer. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of and consents to venue exclusively in any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action, or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Customer hereby expressly waives the right to a trial by jury in any action or proceeding brought against customer relating to this agreement. Upon completion of any initial or renewal term commitment, any disconnection request by customer must be provided in writing 45 days prior to the requested disconnection date. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information from the customer's financial institution as part of this application for credit.

Company Name: Santa Rosa City Schools

*Authorized Signature

*Print Name

*Title

*Date

*Customer Initial: _____

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AIRESPRING CREDIT APPLICATION

Required if Customer does not have an existing Airespring account

CONTACT & ACCOUNT INFORMATION

*CUSTOMER NAME: Santa Rosa City Schools			BILLING ACCOUNT NAME (IF DIFFERENT):		
*SERVICE ADDRESS: 211 RIDGWAY AVE			BILLING ADDRESS (IF DIFFERENT):		
*CITY: SANTA ROSA	*STATE: CA	*ZIP: 95401-4320	CITY:	STATE:	ZIP:
*SERVICE CONTACT/TITLE:			BILLING ADDRESS CONTACT:		
*PHONE:	FAX:		PHONE:	FAX:	
*CONTACT E-MAIL – IMPORTANT (FOR CONTACT PURPOSES ONLY):			CONTACT E-MAIL -- IMPORTANT (FOR CONTACT PURPOSES ONLY):		
*FULL LEGAL NAME (PER CORPORATE CHARTER OR DBA):					
<input type="checkbox"/> CORPORATION		<input type="checkbox"/> GENERAL PARTNERSHIP		<input type="checkbox"/> LIMITED PARTNERSHIP	
<input type="checkbox"/> SOLE PROPRIETORSHIP		<input type="checkbox"/> NONPROFIT ORGANIZATION		<input type="checkbox"/> LIMITED LIABILITY COMPANY	
		<input type="checkbox"/> HOME BUSINESS		<input type="checkbox"/> OTHER:	
*INCORPORATION DATE: / - STATE:		*CURRENT SVC PROVIDER:		REQUIRED: INCLUDE COPIES OF PAYMENT SUMMARY PAGE FROM 3 RECENT BILLS FROM YOUR CURRENT SERVICE PROVIDER	
*WILL THE SERVICE PROVIDED BY AIRESPRING BE USED FOR WHOLESALE OR RESELLER PURPOSES?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS YOUR COMPANY/ORGANIZATION TAX EXEMPT? IF YES, ATTACH AIRESPRING TAX EXEMPTION FORM (OBTAIN FROM YOUR AIRESPRING AGENT)				<input type="checkbox"/> YES	<input type="checkbox"/> NO
*ESTIMATED MONTHLY USAGE:				\$	
*TYPE OF BUSINESS:			*YEARS IN BUSINESS:		
Please note: \$5 monthly fee per invoice will be charged unless paperless billing is requested. If requested, paperless billing will apply to all customer accounts.		*PAPERLESS BILLING <input type="checkbox"/> YES <input type="checkbox"/> NO		*EMAIL ADDRESS: (Must be provided for paperless billing)	

INTERNATIONAL USAGE

*OPEN INTERNATIONAL TRAFFIC TO 011 DESTINATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO	*ESTIMATED % OF INTERNATIONAL TRAFFIC: %
MAIN COUNTRIES CALLED:	

CREDIT INFORMATION

*1. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
2. OWNER/PARTNER NAME:	SOCIAL SECURITY # (NOT FEIN): - -
Dun & Bradstreet Number:	

BANK INFORMATION

*Bank Name:	*Bank Phone Number:
*Bank Account Number:	*Bank Contact Name:

ALL ITEMS BOLD AND MARKED WITH AN ASTERISK (*) ARE MANDATORY. ORDERS MISSING MANDATORY INFORMATION MAY BE RETURNED FOR COMPLETION WITHOUT PROCESSING.

CERTIFICATION & AUTHORIZATION

I certify that all the information contained in this application and any attachments are true and correct. Service is provided under Airespring General Terms and conditions. (Please visit www.airespring.com/terms for a complete and updated description of the terms of service.)
I AGREE THAT AIRESPRING MAY REQUEST CREDIT INFORMATION FROM THIRD PARTIES AND I AUTHORIZE THE RELEASE OF SUCH INFORMATION FROM THE CUSTOMER'S FINANCIAL INSTITUTION AS PART OF THIS APPLICATION FOR AIRESPRING CREDIT.

*Signature of Applicant:	*Printed Name of Applicant:
*Date: / /	*Agent: Pete Van De Koolwyk

*Customer Initial: _____

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LETTER OF AGENCY

Required if Porting Local Numbers

*Agent Name: Pete Van De Koolwyk
*Agent ID: KDJ0004

Please note – LOA should be submitted with a copy of a recent phone bill from your local provider

PHYSICAL LOCATION

*Company:
Santa Rosa City Schools

Billing Telephone Number:

Designated Contact:

Contact Phone Number:

*Service Address:
211 RIDGWAY AVE

*Building:

*Suite:

*Floor / Room:

*City:
SANTA ROSA

*State:
CA

*Zip:
95401-4320

*Current Local Service Provider:

ADDITIONAL BILLING TELEPHONE NUMBERS

BTN #2:

BTN #4:

BTN #3:

BTN #5:

NOTICE – USE OF CUSTOMER INFORMATION

Attached page(s) provide a complete listing of Telephone Lines to be switched to Airespring.

By signing this application contract, I am authorizing Airespring to become my new provider of network/communications service, long-distance service and/or local service (if available and selected by me). I authorize Airespring to act as my agent to make this change happen, and direct my local company to work with Airespring to affect the change.

I further certify that I am at least eighteen years of age, and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am responsible for all valid Airespring charges for all usage.

*By: Name (Please print or type)

*Authorized Signature

*Date

Signing this document will result in a service provider change.

*Customer Initial: _____

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