

Service Agreement
Dark Fiber WAN

To: Santa Rosa City School District
211 Ridgway Avenue
Santa Rosa, CA 95401

Date: July 11, 2023
Expiration Date: 30 days from today

Prepared by: Dane Jasper/Kinderlin Coddling
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kinderlin.coddling@sonic.com

Contract Term: 48-months

Qty	Service Description	Term	One-time Set-up	Monthly
1	Fully Managed Dark Fiber: (2 Strands) ALOC 599 Bellevue, Santa Rosa ZLOC 110 Stony Point, Santa Rosa, CA	48 months	\$0.00	\$1,200/month
2	Renewal Options: Five voluntary 1-year options to renew after initial five-year term.			

Set-up:	Total Monthly:
\$0.00	\$1,200/month

Not inclusive of any federal, state or local taxes or fees

Typical provisioning and delivery interval:

Sonic will escalate and work to deliver by the requested July 26th handoff date. Permit dependent.

Initial:

Account Information

PRIMARY ACCOUNT OWNER		
Company Name:		
Service Address: A-Location 599 Bellevue, Santa Rosa, CA to Z-Location 110 Stony Point Road, Santa Rosa CA		
City:	State:	Zipcode:
Primary Contact:	Title:	
Contact Telephone:	Email:	
<p style="text-align: center;">_____ BY INITIALING HERE, YOU ACKNOWLEDGE THAT THE SERVICE ADDRESS LISTED ABOVE IS CORRECT.</p>		

ON-SITE TECHNICAL CONTACT (This person will be contacted for site survey and installation)	IMPLEMENTATION CONTACT (This person will receive all correspondence during provisioning)
ADD CONTACT AS ADDITIONAL ADMIN	ADD CONTACT AS ADDITIONAL ADMIN
Contact Name:	Contact Name:
Phone:	Phone:
Email:	Email:
PROPERTY MANAGEMENT (if applicable)	RISER MANAGEMENT (if applicable)
CERTIFICATE OF INSURANCE REQUIRED	
Contact Name:	Contact Name:
Phone:	Phone:
	Email:

BILLING INFORMATION		
Billing Name:		
Billing Address:		
City:	State:	Zipcode:
Billing Contact:	Phone:	Billing Email:
Credit card #:	Exp:	CSC:
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.

Service Agreement

This Service Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2023 (the "Effective Date"), by and between Sonic.net, LLC. ("Sonic") and _____ ("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_z which is incorporated herein by this reference.

1.0 Services. Pursuant to the terms hereof, leases 2 strand of managed dark fiber from Service Address: **A-Location** 599 Bellevue, Santa Rosa, CA to **Z-Location** 110 Stony Point Road, Santa Rosa CA.

1.1 Commencement of Service. Sonic will make commercially reasonable efforts to deliver Service within the requested delivery date. Sonic shall test, verify and deliver Fiber Acceptance Test results for each fiber segment. Customer shall be deemed to have accepted the applicable Leased Fiber segments as of the delivery date if Customer does not provide notification to Sonic that the segment does not comply within a thirty (30) day period after delivery of Fiber Acceptance Test results.

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's assistance within the thirty (30) day turn-up window, the Customer will be deemed to have accepted the circuit.

1.3 Cancellation prior to service delivery. Should Customer cancel any service or Service Site prior to Sonic service delivery and/or start of service and should Sonic have incurred any engineering, construction, or administrative costs, the City shall reimburse costs plus 10% for each Service Site cancelled, upon presentation of receipts for costs incurred by Sonic.

2.0 Maintenance. Sonic will use commercially reasonable efforts to maintain the Sonic Network in accordance with industry standards and the needs of Customer. Costs for required maintenance and repair of the Sonic Network are included in the Payment required by this Agreement.

Sonic will use commercially reasonable efforts to maintain the Leased Fibers in accordance with the specifications. Scheduled Maintenance and Repair are included with the Lease and Service Fees.

3.0 Limitation of Agreement. This Agreement does not obligate Sonic to supply to Customer 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 Customer. Sonic is not responsible for performing any work or providing any service other than as specifically set forth in this Agreement.

4.0 Acceptable Use Policy. This Agreement grants to Customer no right to use any element of the Sonic Network other than those rights granted herein. Customer shall keep any and all portions of the Sonic Network, including the Fiber Segments, free from any liens, rights or claims of any third party that can be attributed to Customer.

5.0 Payment – Sonic will issue invoices to Customer by the 5th of each calendar month and payment is due on the 1st day of the following calendar month. If full payment is not received by the 10th day of any month, Sonic may discontinue service until full payment is received. If Sonic still has not received full payment by the 30th day of the applicable calendar month, service will be disconnected. 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.

5.1 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.

5.2 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. Disputed amounts deemed correct by Sonic shall be credited by Sonic to Customer on the invoice(s) immediately following the determination by Sonic.

5.3 California Teleconnect Fund (CTF): Upon confirmation of CTF approval from the School District, Sonic will apply eligible discounts for services upfront. CTF is determined and given on a first come first serve basis by the California Public Utilities Commission. If funds for CTF are suspended or Sonic's claim is denied for Customer's Service the full monthly amount is due from Customer. Customer's first invoice will reflect the full normal amount for the Service for the CTF processing time. When Sonic receives confirmation that the discount is approved, Sonic will make the necessary adjustment to Customer's Service.

6.0 Indemnification - Customer 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, caused by the active negligence, sole negligence, or willful misconduct 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 caused by active negligence, sole negligence, or willful misconduct;
- (b) Any claims, liabilities or damages arising out of any violation by Customer 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 caused by active negligence, sole negligence, or willful misconduct;
- (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 Customer's use of the Leased Fibers hereunder not in accordance with the provisions of this Agreement caused by active negligence, sole negligence, or willful misconduct; 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 caused by active negligence, sole negligence, or willful misconduct.

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 Customer 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.

Sonic shall defend with counsel acceptable to Customer, indemnify and hold harmless to the full extent permitted by law, Lessee and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with this Agreement or its failure to comply with any of its obligations contained in these contract documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of Customer as described in this Indemnification Section.

7.0 Insurance. Sonic shall, throughout the duration of this Agreement, maintain insurance to cover Sonic (including its agents, representatives, and employees) in connection with the performance of services under this Agreement of the types and in the coverage amounts set forth in Exhibit A entitled "Insurance." This Agreement identifies the minimum insurance levels with which Sonic shall comply; however, the minimum insurance levels shall not relieve Sonic of any other performance responsibilities under this Agreement (including indemnity language) and Sonic may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by Sonic, and prior to the commencement of any services, Sonic shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Sonic shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

8.0 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 dark fiber and Internet Access 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 with respect to services provided hereunder, Customer's sole remedy shall be a refund of a pro-rated portion of the price paid for dark fiber and/or Internet Access Service, 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 will not be liable for any damage that Customer may suffer arising out of use, or inability to use, the dark fiber and/or 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. 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.

9.0 Term. This contract is for an initial term of forty-eight (48) months. The initial term begins once service is installed and billing begins. Customer will have five (5) one (1)-year options to renew.

10.0 Termination.

10.1 Termination by either Party. This Agreement may be terminated by providing the other Party with thirty (30) days prior written notice.

10.2 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 by the other Party.

11.0 FORCE MAJEURE – Neither Party will be liable for, or will be considered to be in breach of or default under this Agreement, if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of the Party, including without limitation failure to reasonably mitigate any adverse impacts ("Force Majeure"). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, "Force Majeure events").

Any Force Majeure event with a duration in excess of 30 days entitles either party to terminate this Agreement with written notice to the other party, without further penalty or compensation. 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.

12.0 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.net, LLC.
Attention: Billing.
2260 Apollo Way
Santa Rosa, CA 95407
(707) 522-1000

Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95407

13.0 JURISDICTION/DISPUTES – The Parties agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Courts of the County of Sonoma.

14.0 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.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 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.


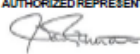
20.0 SERVICE LEVEL AGREEMENT – Encompassed is Sonic’s Service Level Agreement.

By signing this agreement you are stating that you are a sanctioned employee of the Company and have authorization to enter into this Agreement.

Customer		Sonic.net, LLC.	
Company:	_____	Name (printed):	_____
Name (printed):	_____	Title:	_____
Title:	_____	Date:	_____
Date:	_____	Signature:	_____
Signature:	_____		

Exhibit A – Insurance Certificate / Evidence of Coverage

Sonic Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/18/2022	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Don Ramatici Insurance, Inc. 731A Southpoint Boulevard Petaluma CA 94954				CONTACT NAME: Melissa (Martinoni) Ramos PHONE (A/C No. Extn): 707-782-9200 FAX (A/C No.): 707-782-9300 E-MAIL ADDRESS: melissa@ramaticiins.com			
License# 0449871 SONLLC-01				INSURER(S) AFFORDING COVERAGE		NAIC # 25674	
INSURED Sonic.net LLC 2280 Apollo Way Santa Rosa, CA 95407				INSURER A: Travelers Property Casualty Co			
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
				INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 1815181785			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		630-9P529874	11/15/2022	11/15/2023	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PROP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CAP-9P529862	11/15/2022	11/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP-6T788648	11/15/2022	11/15/2023	EACH OCCURRENCE	\$ 15,000,000
						AGGREGATE	\$ 15,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	UB-7S655681	11/15/2022	11/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Auto Physical Damage		CAP-9P529862	11/15/2022	11/15/2023	Comprehensive Ded. Collision Ded.	\$1,000 \$1,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **EVIDENCE OF COVERAGE ONLY**							
CERTIFICATE HOLDER				CANCELLATION			
EVIDENCE OF COVERAGE				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
				AUTHORIZED REPRESENTATIVE 			
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