



Sonic Service Agreement Internet Access

I. Customer Information	
Company Name: Santa Rosa City School District	
Address: 211 Ridgway Avenue	City: Santa Rosa
State: CA	Zip Code: 95401
Officer/Owner: Rick Edson	Title: Deputy Superintendent
Telephone: 707-890-3800	Email: redson@srcs.k12.ca.us

Quantity:	Service Description: Loop + Port Speed/CIR	Address:	Speeds:	Monthly:
	Santa Rosa City Schools – Elise Allen	599 Bellevue Avenue Santa Rosa, CA 95407	10Gbps/10Gbps	\$3,599.00/mo
				Total Monthly: \$3,599.00

III. Notes			
<p>Term: 36-month term, with two, 1-year options to voluntarily extend.</p> <p>Delivery: Sonic's installation/provisioning for a new circuit connection is 30 to 90 days from firm order. If an in-term speed upgrade provision is requested, Sonic's interval to deliver is within 90 days from firm upgrade order.</p>			
<p>Additional Information: During the term and any optional renewal periods, any site may be upgraded or downgraded at the following cost schedule.</p>			
Speed	15Gbps	20Gbps	25Gbps
Cost	\$5,250/mo	\$6,800/mo	\$8,250/mo

IV. Acceptance

_____ By initialing here, you acknowledge that you have reviewed and agree to the Additional Terms and Conditions set forth above on the date entered by you below.

_____ By initialing here, you acknowledge that you have reviewed and agreed to the General Service Level Agreement (SLA) set forth at sonic.com/sla on the date entered by you below.

_____ By initialing here, you acknowledge that the service address listed in above in section 1 is correct.

_____ By initialing here, you consent to receiving electronic communications from Sonic via the email address provided in Section 1.

By signing below, the person signing on behalf of Customer personally represents and warrants to Sonic that he or she has the authority and power to sign on behalf of Customer and bind Customer to this Agreement. Sonic agrees to provide, and the Customer agrees to receive and pay for, those services at locations set forth on the Service Agreement, including any services on subsequent Service Agreements and subsequent changes as long as those changes meet Sonic's minimum requirements. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. This Agreement shall become a binding contract upon execution by Customer and acceptance by Sonic.

_____ Accepted by: Customer Signature

_____ Date

_____ Customer Name (Print)

_____ Title

_____ Sonic Accepted by: Contract Management

_____ Phone

_____ Date:

CREDIT INFORMATION

Company Legal Name:	
DBA:	
Legal Composition: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP	
Federal Tax ID:	Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No
Business Type:	State:
Process as Personal Guarantee: <input type="checkbox"/> Yes <input type="checkbox"/> No	Officer/Owner Name:
Title:	SSN:

BILLING INFORMATION

Billing Address:	City:
State:	Zip Code:
Billing Contact:	
Phone:	Billing Email:
Desired or Current Username:	
Invoices will be emailed to the billing email address provided above.	

PROVISIONING CONTACTS

Primary Contact Information: This individual will receive all correspondence from Sonic Network Operations during provisioning.

Name:

Phone:

Email:

Secondary Contact Information: This individual will be contacted by Sonic Network Operations if the primary is unavailable.

Name:

Phone:

Email:

ON-SITE TECHNICAL CONTACTS

Primary Technical Contact Information: This individual will be on site and available to meet with Sonic Field Technicians during the site survey and service installation.

Name:

Phone:

Email:

Secondary Technical Contact Information: This individual will be contacted by Sonic Field Technicians if the primary is unavailable and will be on site for the survey and installation.

Name:

Phone:

Email:



ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions apply to any Service Agreement (“Agreement”) made and entered by and between Sonic.net, LLC. (“Sonic”) and any customer (“Customer”). Sonic and Customer are collectively referred to as the “Parties,” and each individually as a “Party.” These additional terms and conditions apply to all of the services described in the Agreement (“Services”). All Services provided under the Agreement are subject to the terms of Sonic’s Tariff, which is on file, and available for public inspection, at the California Public Utilities Commission and at Sonic’s business office. The Agreement includes and is subject to the additional terms and conditions below, the Sonic Acceptable Use Policy, Service Level Agreements (SLA) and Sonic’s Tariff, all of which are incorporated herein by this reference.

1.0 Services. Any unique terms and conditions applicable to the particular Services described in the Agreement are set forth in the Agreement. All Services are subject to the following:

1.1 Commencement of Service. Sonic will make commercially reasonable efforts to deliver the Service within its service territory. On delivery and testing of a Service, if Sonic determines that the Service cannot be provided with the specifications represented, 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. A turn-up window will apply to each Service provided, within which the Customer shall initiate the Service and perform any required testing with Sonic’s assistance. The turn-up window shall be 30 days for all Services except Fiber SSE, which has a 14 day turn-up window. If the Customer does not connect their equipment for testing and turn-up with Sonic’s assistance within the applicable turn-up window, the Customer will be deemed to have unconditionally accepted the Service.

1.3 Service Quality. Subject to the warranty provisions hereof, absent causes beyond its control, Sonic will use reasonable commercial efforts to ensure that the Service meets all represented performance specifications. Please see Sonic’s Service Level Agreement, attached.

1.4 Adds Deletions Moves and/or Changes. Sonic will allow the District to upgrade or downgrade sites to a different bandwidth tier during the term of the contract. The applicable monthly charge for the new bandwidth tier will apply when the change is complete. If Service is moved to a new location, your existing Service will remain active and will continue to be billed at your original rate until Sonic has received an executed Disconnect Form. Failure to sign and return the Disconnect Form will result in monthly recurring charges for both circuits.

2.0 Acceptable Use Policy. Customers, including all associated users, must comply with Sonic’s Acceptable Use Policy (AUP). Sonic’s AUP shall be as set forth on Sonic’s website (<http://www.sonic.com/aup>) as amended from time to time. In addition to Sonic’s Acceptable Use Policy,



Sonic Business Fiber Customers are not permitted to resell or ship bandwidth to additional locations or use the bandwidth for commercial 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 30th day of any month, Services will be interrupted until full payment is received. If Sonic, still has not received full payment by the 60th day after invoicing, Services will be disconnected and early termination fees will be applied.

3.1 E-Rate. Upon confirmation of E-Rate approval from the School, Sonic will apply eligible discounts for services. Sonic will work with USAC on behalf of the School to obtain E-Rate funding reimbursement. The School must provide Sonic with a copy of their E-Rate approval.

3.2 CTF. For Customers eligible for the California Teleconnect Fund (CTF) discount, Sonic will apply the CTF discount up front. 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.

3.3 Universal Service Fund (USF) Fee. Customers are responsible for USF payments at the current quarterly rate that the Federal Communications Commission (FCC) set.

4.0 Disputes. 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.

4.1 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 the 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; 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 the Agreement to be confidential. The parties agree that all confidential and proprietary information, including without limitation the Confidential Information received pursuant to the 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, and that the Confidential Information shall be used only for the purposes of performing the obligations of the parties under the Agreement.

6.0 Indemnification. Customer shall defend, indemnify, and hold harmless Sonic, 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 the Agreement, its use of the Service or otherwise arising out of or in any way connected with Sonic's provision of Service or performance under the 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 Services. IN NO EVENT WILL SONIC BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY



KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION, INCLUDING THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR SONIC'S OBLIGATIONS UNDER THIS AGREEMENT. SONIC MAKES NO WARRANTY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE SERVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES SONIC HEREBY EXCLUDES AND DISCLAIMS TO THE MAXIMUM EXTENT ALLOWED BY LAW.

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 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 represented. 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 Service. Sonic will not be liable for unauthorized access to Customer's transmission facilities or 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's 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 represented.

8.0 Term and Termination. The term of the Agreement is set forth in the Agreement. The term begins once Service is installed and billing begins. By agreeing to the specified term, Customer is agreeing to pay the full monthly charge due for each month during the term.

8.1 Termination. Termination of the Agreement by Customer without cause, or by Sonic 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 each month of the term. 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 terminates with or without cause prior to meeting the full term of the Agreement, Customer will be charged back the full credit amount thereof in addition to an Early Termination Fee.

8.2 Termination Prior to Installation. If Customer terminates the Agreement prior to installation, 100% of Installation Costs will be due and payable by Customer, even if those costs were initially waived.

8.3 Termination without Cause. Services may be terminated at the end of the then current term by submitting a request for termination online at sonic.com/business/cancellation thirty (30) days prior to the requested termination date. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, the 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 current month to month price for Service at the commencement of the Renewal Term.

8.4 Termination for Cause. If any of the events below occur with respect to one party, then the other party may terminate the Agreement effective immediately upon the delivery of written notice:

a. A party becomes insolvent; files a voluntary petition in bankruptcy, proposes 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.

b. Material breach of the Agreement which is not remedied within ten (10) calendar days after written notice (describing the breach with particularity) has been given.

8.5 Effect of Termination. Upon termination Customer agrees immediately to cease all use of the Service and to return any Sonic-provided equipment, software and Colocation access cards, at Customer's expense and risk, to be received by Sonic within five (5) 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 within ten (10) business days, 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. If Sonic is unable to perform its obligations under the Agreement because of any cause which is beyond its reasonable control, including, without limitation, acts of God, earthquakes, labor disputes, shortages of supplies, riots, war, fire, epidemics, delays of common carriers, explosions, equipment breakdowns or any other cause beyond its reasonable control, then Sonic will be excused from

those obligations on a day to day basis. Sonic will recommence performance as soon as possible after the causes are removed or cease. If Sonic's inability to perform continues for 60 days or less, then the Services affected will be continued as-is with a credit allowed. If the period extends for more than 60 days, then Customer may terminate the Agreement without liability.

10.0 Notice and Payment. Any notice required to be given under the Agreement shall be in writing and delivered personally to the other designated party at the addresses specified for notice in the Agreement, 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 in accordance with the requirements described in this paragraph.

11.0 Jurisdiction and Venue. This Agreement shall be governed in accordance with the laws of the State of California. All disputes under this Agreement shall be resolved in the State of California. The Parties all consent to jurisdiction and venue in the State of California, agree to accept service of process by mail, and waive any jurisdiction or venue defenses otherwise available.

12.0 Binding on Successors. The Agreement will be binding on and inure to the benefit of the parties hereto and their respective heirs, successors or assigns provided, however, that Customer may not assign or transfer its rights or obligations under this Agreement without Sonic's prior written consent, which consent will not be unreasonably withheld. Sonic may assign this Agreement as part of a merger, corporate reorganization or sale of assets or to a majority owned or majority-controlled subsidiary or affiliate.

13.0 Attorneys' Fees. The prevailing party in any dispute between the parties relating to the Agreement will be entitled to recover attorney's fees in addition to any other relief that may be recovered.

14.0 Waiver. No waiver by either party of any default shall be deemed as a waiver of a prior or subsequent default of the same or any other provisions of the 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. Furthermore, the Services specified in the Agreement are severable. Upon the termination of any one Service (whether by expiration of the term or by cancellation or termination) the other Services will continue unaffected.

16.0 Authority and Consent. By executing the Agreement, each signatory represents and warrants that he/she is authorized to bind the party on whose behalf he/she is signing and that the consents of third parties are 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.

18.0 **Other States.** If the Services provided are subject to the rules and regulations of a particular state, then this Agreement will be subject to those rules and regulations and to any addendum to this Agreement relating to those rules and regulations that Sonic delivers to Customer.