



COLLIERVILLE SCHOOLS

SCHOLARSHIP · INTEGRITY · SERVICE

Mark Hansen
Board Chairman

Kevin Vaughan
Board Member

Wanda Chism
Board Member

John S. Aitken
Superintendent of Schools

Cathy Messerly
Board Member

Wright Cox
Board Member

COLLIERVILLE SCHOOLS RESOLUTION 2014 A RESOLUTION CONCERNING AUTHORIZATION TO SIGN "E-RATE" CONTRACTS

WHEREAS, The Schools and Libraries Program of the Universal Service Fund (or "E-Rate Program") provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and internet access; and

WHEREAS Collierville Schools has employed the services of an experienced E-Rate consultant to guide the school system's application to the program; and

WHEREAS, Collierville Schools has participated in an RFP process for cellular service, Wide Area Network (or "WAN") service, internet service, and telephone service as part of a consortium with the other six Shelby County municipal school districts; and

WHEREAS, An independent team of evaluators has rated the respondents to the E-Rate RFPs and passed on their scores to the municipal superintendents; and

WHEREAS, The Collierville Superintendent has made recommendations for providers of cellular service, WAN service, internet service, and telephone service; and

WHEREAS, The timely execution of contracts with recommended service providers will allow for possible realization of E-rate discounts;

NOW THEREFORE, BE IT RESOLVED by the Board of Education of Collierville Schools, Collierville, Tennessee that the Superintendent be authorized to enter into contracts with the vendors for cellular service, WAN service, internet service, and telephone service that were identified through the E-Rate RFP process.

PASSED AND ADOPTED by the Board of Education of Collierville Schools, Collierville, Tennessee on this 18th day of March, 2014.

Mark Hansen, *Board Chairman*

John S. Aitken, *Superintendent*

	Actual Amounts Anticipated	Projected Committed Amount	Vendor	Free/Reduced	# students as of 10/31/13
Germantown Municipal School District					
2014-2015	\$29,700.00	\$11,880.00	XO Commun	40%	5,313 (5 schools)
2014-2015	\$223,200.00	\$89,280.00	ENA-Internet	40%	5,313
2014-2015	\$9,606.84	\$3,842.74	AT&T Mobili	40%	5,313
	\$262,506.84	\$105,002.74			
Lakeland School System					
2014-15	\$3,300.00	\$1,320.00	XO Commun	40%	836 (1 school)
2014-15	\$104,400.00	\$41,760.00	ENA-Internet	40%	836
2014-15	\$2,896.68	\$1,158.67	AT&T Mobili	40%	836
	\$110,596.68	\$44,238.67			
Millington Municipal Schools					
2014-2015	\$30,451.92	\$24,361.54	Ritter	80%	2,721 (4 schools)
2014-2015	\$157,500.00	\$126,000.00	ENA-Internet	80%	2,721
2014-2015	\$5,990.64	\$4,792.51	AT&T Mobili	80%	2,721
	\$193,942.56	\$155,154.05			
TOTALS	\$1,480,122.60	\$758,588.52		Total	30,496 students

INTERNET PROVIDER SERVICE AGREEMENT

Client Name:	Collierville Schools
Attention:	John Aitken
Billing Address: Service Address:	146 College Street, Collierville TN 38017
Billing Phone Number: Service Phone Number:	901-457-2200
Fax Number:	
Email Address:	
Effective Date*:	7/1/14 *To be filled in on acceptance by ENA

This INTERNET PROVIDER SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC a Delaware limited liability company having its principal place of business at 1101 McGavock Street, Nashville, TN 37203 ("ENA"), and the Client identified above. This Agreement shall be effective on the date on which ENA notifies Client that Client's application has been accepted by ENA.

This Agreement consists of the following documents:

- a) This Agreement,
- b) Request for Proposal for Telecommunications (Local and Long Distance) Wide Area Network and Internet Access Services (RFP #2014-ACS)
- c) ENA's Bid/Proposal to RFP dated March 5, 2014

In the event of any conflicting provisions, all documents shall be construed according to the following priorities:

- a) This Agreement
- b) ENA's Bid/Proposal to RFP dated March 5, 2014
- c) Request for Proposal for Telecommunications (Local and Long Distance) Wide Area Network and Internet Access Services (RFP #2014-ACS)

By submitting this application to become a customer of ENA, the Client agrees to be bound by the terms and conditions of this Agreement. Client warrants that all information provided by Client to ENA is true and accurate. Client understands that ENA has sole discretion over whether to accept or reject Client's application, and that this Agreement will not be binding on either party unless Client has been notified of such acceptance by ENA.

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, ENA shall provide Client with the Internet access services and other services described in Schedule A attached hereto (the "Services").

1.2 Changes. The capabilities and services available through the Internet as a whole regularly change and expand. In order to improve and adapt the Services to these changing conditions, ENA may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Client.

1.3 Non-Exclusive Arrangement. Client acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude ENA from providing Services or related services to any third party, or from authorizing third parties to make Services available to their customers.

SECTION 2: FEES AND PAYMENT TERMS

2.1 Fees. For the Services, Client shall pay ENA the fees set forth on Schedule A. Except as set forth on Schedule A, regardless of whether Client has commenced use of the Services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first provisioned by ENA and made available for use by Client. Client shall pay ENA in U.S. dollars.

2.2 Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of ENA.

2.3 Payment Terms. All recurring charges shall be due and payable no later than thirty (30) calendar days after the end of the month to which the charges pertain. All non-recurring charges shall be due and payable immediately as of the date on which ENA commences providing the applicable Service. Client shall pay all charges upon receipt of the invoice from ENA, and payment shall be past due if not paid as of thirty (30) days after the invoice date. If Client is late with more than one payment, ENA may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. All costs associated with collecting delinquent payments, including reasonable attorney's fees, shall be added to the unpaid balance and paid by Client.

SECTION 3: CLIENT OBLIGATIONS

3.1 Acceptable Use Policy. Client shall at all times abide by ENA's Acceptable Use Policy, as it shall be amended from time to time. As of the execution of this agreement, the current Acceptable Use Policy is posted at the following URL: <http://www.ena.com/aup>. Client is responsible for ensuring that all of its employees, agents, contractors, customers, or others who use the Services through Client's account abide by the Acceptable Use Policy.

3.2 Internal Use. Subject to the terms and conditions set forth herein, ENA authorizes Client to use the Services for its internal business purposes.

3.3 Restrictions on Use. Client shall not and shall not permit others to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublicense any of the Services or any software or materials provided by ENA in connection therewith.

3.4 Client Responsibility. Client acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Services. Client also agrees it will not use the Services:

- (a) for illegal purposes;
- (b) to transmit threatening, obscene or harassing materials, or
- (c) to interfere with or disrupt other network users, network services or network equipment.

SECTION 4: CONFIDENTIAL INFORMATION

4.1 Confidential Information. “Confidential Information” means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (a) derives independent 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 and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation the pricing and terms of this Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information.

4.2 Exceptions. Notwithstanding the above, the term “Confidential Information” shall not include any information that is either:

- (a) available from public sources or in the public domain, through no fault of the receiving party; or
- (b) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or
- (c) readily discernible from publicly-available products or literature; or
- (d) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

4.3 Mandated Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

SECTION 5: DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1 Disclaimer. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES IS AT ITS OWN RISK. ENA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

5.2 Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

5.3 Limitation of Liability. Except for the willful misconduct of ENA, ENA will not be liable for unauthorized access to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Client'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 ENA's negligence. ENA's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to ENA for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

5.4 Indemnification. Client agrees to defend, indemnify and hold ENA harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of any action or inaction of Client and/or Client's use of the Services provided hereunder.

SECTION 6: TERM AND TERMINATION

6.1 Initial and Renewal Terms. The term of this Agreement will commence on the Effective Date and continue for the initial term set forth on Schedule A (the "Initial Term"), except that, if the Initial Term would ordinarily expire other than on the last day of a calendar month, the Initial Term shall extend through the end of that calendar month. Thereafter, this Agreement shall automatically renew for successive additional terms of six (6) calendar months (each a "Renewal Term"), unless either party provides at least sixty (60) days prior written notice to the other party of its intent to terminate the Agreement as of the end of the then current term.

6.2 Termination.

(a) Client may terminate this Agreement without penalty upon thirty (30) days written notice in the event that ENA makes material changes to the Services pursuant to Section 1.2 above which Client elects not to accept.

(b) Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach, if capable of cure, within thirty (30) days after receipt of written notice of the same. If ENA terminates this Agreement on account of a breach by Client, Client shall pay a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the Initial Term.

(c) Client may terminate this Agreement without cause at any time during the Initial Term or any Renewal Term, provided that Client pays a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the Initial Term or then current Renewal Term, as the case may be.

(d) The parties specifically agree that the damages which ENA would incur arising from any breach or early termination of this Agreement by ENA are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of ENA's actual damages, are not penal in nature, and are intended to place ENA in the same position it would have achieved, had this Agreement been fully performed by the parties according to the original terms.

(e) Upon the effective date of expiration or termination of this Agreement, (a) ENA will immediately cease providing the Services, and (b) any and all payment obligations of Client under this Agreement will become due immediately.

SECTION 7: TRADEMARKS/PUBLICITY

7.1 Use of ENA's Name and Trademarks. All trademarks, service marks and trade names identifying ENA or ENA products or services (the "Marks") are the exclusive property of ENA. Client shall take no action which may lessen the goodwill in the Marks. Client shall not use a Mark or the name of ENA in any advertising, promotional material, or public announcement without the prior written approval of ENA.

7.2 Use of Client's Name. Client acknowledges that use of the Services may require that ENA include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that ENA may include Client's name in ENA marketing brochures and literature and indicate that Client is a ENA customer.

SECTION 8: GENERAL PROVISIONS

8.1 Export Compliance. The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S. Government. Client agrees not to export or re-export (including by way of electronic transmission) any technology transmitted through Services without first obtaining any required export license or governmental approval. Client agrees it will not directly or indirectly export or re-export such technology to Iran, Iraq, the Federal Republic of Yugoslavia (Serbia and Montenegro), the People's Republic of China, Sudan, Syria or any of those countries listed from time-to-time in supplements to Part 770 to Title 15 of the Code of Federal Regulations in Country Groups Q, S, W, Y or Z. The parties

acknowledge that the foregoing lists are subject to regulatory change from time to time and agree to update the lists as appropriate.

8.2 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.

8.3 Notice And Payment.

(a) **Writing Required.** 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 or mailed by certified, registered or Express mail, return receipt requested, or by overnight carrier with tracking. Notices to ENA shall be sent to the attention of Contract Administrator.

(b) **Change of Address.** 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.

8.4 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of Indiana, without regard to its or any other jurisdiction's laws governing conflicts of law. All disputes under this Agreement shall be resolved by litigation in the courts of the State of Indiana including the federal courts therein and the parties all consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available to it.

8.5 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.

8.6 Assignability. Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, ENA may assign this Agreement in connection with any sale of all or substantially all of the assets of ENA, or of the business division of ENA through which the Services are provided.

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

8.8 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.

8.9 Integration. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall 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.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be duly executed by their authorized representatives and delivered in duplicate as of the date first written above.

ENA:

CLIENT:

ENA Services LLC

By: Rex Miller
Name: Rex Miller
Title: Sr. V.P.
Date: 3/17/14

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A

SERVICES AND FEES

ENA's connectivity solution includes the services described in ENA's cost proposal in response to Customer's RFP.

ENA's proposed pricing is based upon a three year contract term with two optional one-year extensions. The initial three year contract term shall start July 1, 2014, and end June 30, 2017. Customer reserves the option to extend this contract until June 30, 2019, not to exceed a total of two contract years. An extension option must be mutually acceptable to both Parties. Any request for and acceptance of an extension shall be in written form, and shall include any requests and justifications for adjustment in compensation.

Customer may choose to order additional services from ENA according to the schedule of services provided in our cost proposal. ENA will not require a change in contract terms should Customer choose to order additional services during the term of the contract.

Pricing includes all installation cost, maintenance cost, hardware cost, and help desk support. Customer facility must be ready to support the Ethernet circuit. The building make-ready cost is the responsibility of the Customer. In addition, the circuit must have an entrance into the building/demark room by conduit or aerial means. ENA will help Customer extend the telecom demarcations, if needed, in order to locate the ENA router in a separate room from the telecom equipment.

ENA:

CLIENT:

ENA Services LLC

By: Rex Miller
Name: Rex Miller
Title: Sr. U.P.
Date: 3/17/14

By: _____
Name: _____
Title: _____
Date: _____



XO SERVICE ORDER AGREEMENT

Date: 3/17/2014	Quote #: 7-SF-936612	Agent Code:
SalesMgr: Vicki Fowlkes	Requested Service Date:	Contract Term: 36 Months
Customer: Collierville Schools		Tax ID:
Primary Contact: John S. Aitken		

Location #: 1	Media for Bill Detail: SC=	
Customer: Collierville Schools	International LD Restriction:	
Main Phone: 901-457-8417	Main Fax:	
Address Line 1: 500 Poplar View Pkwy	Address Line 2:	
City: Collierville	State: TN	Zip: 38017

Product Type	Qty.	Term	Each	Total MRC	Installation/NRC	Annual Fee
Telephone Services	13 PRI	36 Months	\$275	\$3,575.00	\$0.00	\$0.00
114 Telephone Lines including CS all locations						

Location #: 2	Media for Bill Detail: SC=	
Customer: CS - Bailey Station Elementary	International LD Restriction:	
Main Phone: 901-457-8417	Main Fax:	
Address Line 1: 3435 Bailey Station Road	Address Line 2:	
City: Collierville	State: TN	Zip: 38017

Product Type	Qty.	Term	Each	Total MRC	Installation/NRC	Annual Fee
Telephone Services	10	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	3	Media for Bill Detail: SC=
Customer:	CS- Collierville Bus Lot	International LD Restriction:
Main Phone:	901-457-8417	Main Fax:
Address Line 1:	522 Carruthers Road	Address Line 2:
City:	Collierville	State: TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	5	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	4	Media for Bill Detail: SC=
Customer:	CS- Collierville Elementary	International LD Restriction:
Main Phone:	901-457-8417	Main Fax:
Address Line 1:	590 Peterson Lake	Address Line 2:
City:	Collierville	State: TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	10	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	5	Media for Bill Detail: SC=
Customer:	CS-Collierville High School	International LD Restriction:
Main Phone:	901-457-8417	Main Fax:
Address Line 1:	1101 New Byhalia	Address Line 2:
City:	Collierville	State: TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	18	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	6	Media for Bill Detail: SC=
Customer:	CS- Collierville Middle School	International LD Restriction:
Main Phone:	901-457-8417	Main Fax:
Address Line 1:	580 Quinn Road	Address Line 2:
City:	Collierville	State: TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	10	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	7	Media for Bill Detail:	SC=
Customer:	CS-Crosswind Middle School	International LD Restriction:	
Main Phone:	901-457-8417	Main Fax:	
Address Line 1:	831 Shleton Road	Address Line 2:	
City:	Collierville	State:	TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	8	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	8	Media for Bill Detail:	SC=
Customer:	CS-Schilling Farms Middle	International LD Restriction:	
Main Phone:	901-457-8417	Main Fax:	
Address Line 1:	935 Colbert Street South	Address Line 2:	
City:	Collierville	State:	TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	10	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	9	Media for Bill Detail: SC=
Customer:	CS-Scyamore Elementary	International LD Restriction:
Main Phone:	901-457-8417	Main Fax:
Address Line 1:	1155 Sycamore Road	Address Line 2:
City:	Collierville	State: TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	10	36 Months		Included in location 1	\$0.00	\$0.00

Location #:	10	Media for Bill Detail: SC=
Customer:	CS - Tara Oaks Elementary	International LD Restriction:
Main Phone:	901-457-8417	Main Fax:
Address Line 1:	600 East Harpers Ferry Drive	Address Line 2:
City:	Collierville	State: TN Zip: 38017

<u>Product Type</u>	<u>Qty.</u>	<u>Term</u>	<u>Each</u>	<u>Total MRC</u>	<u>Installation/NRC</u>	<u>Annual Fee</u>
Telephone Services	10	36 Months		Included in location 1	\$0.00	\$0.00

Order Totals				
Total MRC:	\$3,575.00			
Grand Total MRC:	\$3,575.00	Grand Total NRC:	\$0.00	Grand Total Annual Fees: \$0.00

By executing this Service Order Agreement (including any appended Addendum, if applicable) ("SOA"), Customer is requesting, and agrees to pay for, the Service(s) identified herein and to be bound by (1) the "General Terms and Conditions," and applicable "Supplemental Product Terms and Conditions" (including "Additional Definitions" and "Miscellaneous Charges") which are incorporated into and made part of this SOA (collectively, "Terms and Conditions"); or (2) if Customer is ordering XO's Cloud Services, the "Cloud Solutions Services Agreement" and applicable "Service Terms and Conditions" (collectively "Cloud Terms and Conditions"), all of which are located at www.terms.xo.com, unless those Terms and Conditions or Cloud Terms and Conditions are permitted to be and, in fact, are expressly superseded by terms and conditions, including rates and charges, contained in this SOA. It is the intent of the parties to incorporate via reference into this SOA all applicable website terms and conditions located at www.terms.xo.com, as they may be modified from time to time consistent with this SOA.

Customer shall pay the "Grand Order Totals" of charges set forth above, which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by XO including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law. If there are any discrepancies between the Grand Order Totals of charges shown above and charges appearing elsewhere in this Agreement, the Grand Order Total of charges shall be controlling.

Customer authorizes XO to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for XO to establish Customer's account and provision and maintain Service. Customer shall furnish such executed "letters of agency" to XO or its designee as may be required in connection with Service.

If a "Master Services Agreement" ("MSA") or "Master Services Order Agreement" ("MSOA") (or their equivalents) exists between Customer and XO and is in effect as of the date of this SOA, Service will be furnished pursuant to such MSA or MSOA, except that the charges set forth in this SOA shall apply. If said MSA or MSOA (or their equivalents) does not include the applicable product Exhibit for the Service requested, the applicable terms and conditions set forth at www.terms.xo.com and incorporated herein will apply to the Service.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer.

Customer must sign (and if applicable, check and initial immediately below its acknowledgement and receipt of the Documents shown) and deliver this SOA, without modification, to XO within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 hereof, or XO may decline to provide the Service offered.

CUSTOMER: _____

XO COMMUNICATIONS SERVICES, LLC

Authorized Customer Representative's Signature

Authorized XO Representative's Signature

Authorized Customer Representative's Name

Authorized XO Representative's Name

Authorized Customer Representative's Title

Authorized XO Representative's Title

Date Signed by Customer

Date Signed by XO

(Sales Manager or above)

Quote #:	7-SF-936612
----------	-------------

Date:			
Sales Rep:		Sales Rep Phone:	
Customer:			
Main Phone:		Main Fax:	
Tax ID:		Primary Contact:	
Address Line 1:		Address Line 2:	
City:		State:	Zip:

Additional information: (None of the information provided below is intended, nor may it be interpreted, to vary or modify in any way the terms and conditions, including prices, contained elsewhere in this SOA or in applicable Terms and Conditions established at www.terms.xo.com.)

This Service Order Agreement is made in part of and is in accordance with RFP # 2014-ACS dated March 5, 2013.

XO Service Order Terms

A. SERVICE. The Services to be furnished are identified in this SOA, the Terms and Conditions incorporated herein (and located at www.terms.xo.com) and in any Schedules, Addenda, Appendices or Exhibits appended hereto and made part hereof ("Agreement"). Service also may be provided pursuant to tariffs on file with regulatory agencies, in which event the applicable tariffs will be incorporated herein and made part of this SOA. In the event of a conflict between the rates, terms and conditions set forth in this SOA, (including these XO Service Order Terms and the Terms and Conditions), and those established in any applicable tariff, the tariff will govern to the extent of the inconsistency. Upon cancellation of any tariff, these XO Service Order Terms and the Terms and Conditions will apply, except in California, where applicable terms and conditions established in a Product Document will apply. And, when applicable, Service will be subject to XO's "Acceptable Use Policy" ("AUP") found at <http://www.xo.com/legal-and-privacy/acceptable-use/>.

B. TERM. The initial term of Service ("Initial Term") will be as set forth in the SOA and will begin on the Start of Service Date.

C. CUSTOMER TERMINATION FOR CONVENIENCE. If Customer elects to terminate Service for convenience, in whole or in part, or if Customer elects not to renew Service, in whole or in part, for a subsequent term of Service, it must provide XO with written notice of its request to disconnect Service(s). Such notice must identify with specificity the Service to be disconnected (e.g., Circuit Identification Number, the A and Z locations of Service) and the requested effective date of disconnection, which date, except as set forth herein, may not be less than forty-five (45) days from the date the notice is received by XO. If the term of the Agreement is month-to-month, either party may terminate the Service by providing the other party with written notice of termination at least thirty (30) days prior to the intended termination date. Except as otherwise limited by state law, a thirty (30) day notice period will apply in lieu of the forty-five (45) day notice period to: (1) Carrier Services' customers; (2) tariffed services provided in Minnesota, New Jersey, Pennsylvania and Washington; and (3) customers of tariffed or non-tariffed services in California. Any attempted termination via any other method or approach will not be effective. Customer will be liable for applicable early termination charges.

D. COMPANY TERMINATION FOR DEFAULT. If Company terminates Service, in whole or in part, for cause, Customer will be liable for applicable cancellation or early termination charges.

E. RATES AND CHARGES. Service rates and charges will be as set forth in the Terms and Conditions or in this SOA and will remain in effect during the Initial Term, unless otherwise specified in this Agreement or where subject to tariff. In the event of a conflict between the rates and charges set forth in the Terms and Conditions and those established in this SOA, the rates and charges set forth in this SOA will govern.

F. PAYMENT. Customer will pay for Service by check sent to an address specified by XO, by wire transfer sent in accordance with applicable instructions provided by XO, or by such other method approved by XO and communicated to Customer. All invoices are due within thirty (30) days of invoice date. Any invoice not paid in full within said period will be past due and subject to a late payment fee of the lesser of 1.5% per month or the maximum rate permitted by applicable law on all past-due balances.

G. CREDIT AUTHORIZATION. Customer acknowledges that XO's acquisition of credit information from third parties is not an extension of "credit" to Customer. As a result of any credit inquiry, XO may impose alternative payment requirements on Customer, including the submission, upon demand, of a cash deposit, bond or other financial

assurance of payment. Acceptance by Customer of such an alternative payment method may be a condition precedent to the initial or continued provision of Service to Customer.

H. CANCELLATION BEFORE START OF SERVICE DATE. If Customer cancels Service or breaches this Agreement after its execution but prior to the Start of Service Date, Customer will be subject to applicable cancellation fees and other payment requirements established in the Terms and Conditions or in this SOA.

I. START OF SERVICE DATE. The Start of Service Date, unless otherwise specified in writing, will be the date Customer is notified by Company that Service is available for use. Billing will commence on the Start of Service Date.

J. COMPLETE AGREEMENT. This Agreement represents the complete agreement of the parties and supersedes all prior agreements and understandings, whether written or oral, except for any MSA, CSA, or MSOA (or their equivalents) existing between the parties as of the date of this SOA. By its signature on this SOA, Customer acknowledges and accepts that the Terms and Conditions including, but not limited to, those relating to billing and payment, default, warranties, dispute resolution, indemnification and limitations of liability located at www.terms.xo.com are incorporated into and made part of the Agreement.

K. CHANGES. This Agreement may be modified only by written amendment of this SOA, or by changes made by XO from time to time to applicable tariffs, the Terms and Conditions or the AUP, as required or permitted by law. Neither Electronic Mail nor Instant Messaging ("IM") shall be considered a "writing" sufficient to affect the terms of this Agreement. Any purported modification of the SOA not signed by XO will be null and void and will subject the Agreement to immediate termination. Customer will be bound by any Agreement modifications made by XO via changes to tariffs or the Terms and Conditions located at www.terms.xo.com effective, respectively, upon the tariff changes taking effect or the passing of the notice period following their posting at www.terms.xo.com, or upon the posting of changes to the AUP. The referenced XO websites containing the Terms and Conditions and the AUP will be accessible by Customer at all times. Customer will be provided with at least fifteen (15) days prior notice of any modification of the Terms and Conditions that might materially and adversely affect Customer ("Notice Period"). Notice may be furnished by: (1) a message included with an invoice; (2) a postcard or letter; (3) calling and speaking to Customer or leaving a message; or (4) e-mail, if the Customer has consented to its use. Customer may within the Notice Period, elect to discontinue Service in accordance with Section C above, and avoid the effects of the modification. In such event, Customer will not be liable for early termination charges. In addition, any material modifications of the Terms and Conditions will be published at www.terms.xo.com at least fifteen (15) days in advance of their taking effect. In no event will any modification made by XO diminish, or be deemed to diminish, any Service Level Agreement applicable to Service and contained in the Supplemental Product Terms and Conditions. Upon Customer request made by calling 1-888-899-6398, XO will furnish a hard copy of the website terms and conditions applicable to Service at the time of the Customer request.

L. JURISDICTION AND VENUE. This Agreement will be governed by the substantive law of the Commonwealth of Virginia without reference to its principles of conflicts of laws. Customer consents to the exclusive jurisdiction and venue of the Federal District Court for the Eastern District of Virginia or the State courts in Fairfax County, Virginia.

Version (9/3/13)

<u>Tab I, Business Plan</u>	AT&T	ENA	XO	SCS Gov	Ritter
Points available for this criterion = 20	20				
	20	20	9	14	
	20	20	19	18	
	20	20			
	20	20	10		20
TOTAL POINTS FOR TAB I	80	80	38	32	20
<u>Tab II, Experience and Qualifications</u>	AT&T	ENA	XO	SCS Gov	Ritter
Points available for this criterion = 10	10				
	10	9	6	4	
	9	9	9	6	
	10	10			
	8	8	0		0
TOTAL POINTS FOR TAB II	37	36	15	10	0
<u>Tab III, Capacity and Ability to Meet Scheduling Requirements</u>	AT&T	ENA	XO	SCS Gov	Ritter
Points available for this criterion = 10	10				
	10	10	3	7	
	10	10	8	8	
	10	10			
	7	10	2		10
TOTAL POINTS FOR TAB III	37	40	13	15	10

Tab IV. Past Performance and References						
Points available for this criterion = 20						
	AT&T	ENA	XO	SCS Gov	Ritter	
	18	20	6	0		
	20	20	20	0		
	20	20				
	20	20	0			20
TOTAL POINTS FOR TAB IV	78	80	26	0		20
Tab VI. Compensation and Cost Data						
Points available for this criterion = 30						
	AT&T	ENA	XO	SCS Gov	Ritter	
	30	30	16	24		
	30	28	30	30		
	29	30				
	20	30	10			30
TOTAL POINTS FOR TAB VI	109	118	56	54		30
Tab V. Contract						
Points available for this criterion = 10						
	AT&T	ENA	XO	SCS Gov	Ritter	
	10	10	0	8		
	10	10	0	8		
	10	10				
	10	10	8			10
TOTAL POINTS FOR TAB V	100	40	8	16		10
TOTAL POINTS	381	394	156	127		90

Internet Access							
District Offices							
Managed Internet Access - Priority 1 Service							
Bandwidth	One-Time Fee (per site)	Monthly	1st Year Cost	2nd Year Cost	Monthly	1st Year Cost	2nd Year Cost
100 MB	950	2,795	34,490	33,540	3,000	36,000	36,000.00
WAN OPTION 1 - 1 Gbps							
All Sites							
Bandwidth	One-Time Fee (per site)	Monthly	1st Year Cost	2nd Year Cost	Monthly	1st Year Cost	2nd Year Cost
Amount Per Site	950	1,500	18,950	18,000	1,475	17,700	17,700
1st Year Difference of \$260							
2nd Year Difference of \$2,160							