NCCE LEADERSHIP INNOVATION LEARNING

1031 N Academic Way, Suite 242 • Coeur d'Alene, ID 83814 • 208.667.2588 • fax 208.664.1272 • www.ncce.org

Received & Inspected

AUG 22 2016

FCC Mailroom

AUGUST 15, 2016

RE: CC DOCKET NO. 02-06

Please accept this packet as appeal of USAC SLD Administrator's Decision on Appeals dated June 27, 2016, July 19, 2016, and July 27, 2016 (Attachments L, N, and O respectively).

Applicant Information:
Lakeland Joint School District #272 (hereafter, "District")
1564 Washington Ave.
Rathdrum, ID 83858
BEN: 142783

DOCKET FILE COPY ORIGINAL

Contact Information:
Eric Chambers, Director of E-Rate, CRN# 17000414
Northwest Council for Computer Education (hereafter, "NCCE")
PO BOX 31337
Bellingham, WA 98228
360-899-8704
Echambers@ncce.org

Subject of Appeal/Request for Waiver
Request for waiver of the 60-day rule to respond to appeals and request to review the District's appeal regarding a Notification of Commitment Adjustment Letter dated April 22, 2016 (Attachment A) pertaining to Form 471 Application Numbers:

Fund Year	Form 471 #	FRN	SPIN	Requested	Rescinded
2011	808158	2194383	143048275	$137,753.65	$137,753.65
2012	869419	2370317	143048275	$158,688.00	$158,688.00
2013	907493	2535926	143048275	$119,016.00	$119,016.00
2014	976430	2662664	143048275	$105,219.12	$105,219.12
2015	1038266	2848266	143048275	$124,236.00	$124,236.00

Reason for Appeal
The District received a Notification of Commitment Adjustment Letter dated April 22, 2016 (Attachment A) related to the aforementioned FRNs and began gathering

No. of Copies rec'd 0+4
List ABCDE

supporting documentation to appeal USAC's decision. On June 20, 2016, the day before the 60 days for an appeal response was due, the NCCE requested an extension by fax to allow more time to complete the appeal (Attachment J). Having received no response, the NCCE sent a second request, via email two days later (Attachment K). Neither the District nor NCCE received any response to these requests so we assumed they were approved: in our collective experience, the USAC's SLD grants all reasonable requests for extensions. Thus, while neither the District or NCCE received an explicit approval it was reasonable to operate under the assumption that our request for an exception was approved. We accept this was an error on our part.

However, if we had received a timely response to our original request for an extension dated June 20, 2016 denying an extension we would have submitted our appeal by the original deadline.

On July 21, 2016, NCCE received letters dated June 27, 2016 (Attachment L) that indicated that the District's appeal was not reviewed because "records show that your appeal was postmarked more than sixty (60) days after the Universal Services Administrative Company's (USAC) Notification of Commitment Adjustment Letter was sent." In response, NCCE sent an email to the Appeals Department (Attachment M) on July 22, 2016. Senior Manager Roger Brand responded with a series of clarifying emails on July 25, 2016 explaining that USAC SLD did not have the ability to waive the sixty-day rule.

Therefore, we are respectfully requesting the following:

1) A waiver of the 60-day rule to respond to appeals, and
2) Review the District's appeal (Attachment P) regarding a Notification of Commitment Adjustment Letter dated April 22, 2016 (Attachment A) pertaining to the aforementioned FRNs

Eric Chambers, Director of E-Rate, CRN# 17000414
Northwest Council for Computer Education
PO BOX 31337
Bellingham, WA 98229
360-899-8704

Table of Attachments

Attachment	Title	Doc. Date	Pages
A	Notification of Commitment Adjustment Letters	4/22/16	20
B	FCC Form 471	3/21/11	13
C	Time-Warner Cable Service Agreement	3/18/11	17
D	FCC Form 470	1/19/11	8
E	RFP Document	n.d.	1
F	Scoring Criteria	n.d.	1
G	Time Warner Proposal	2/23/11	45
H	J & R Electronics Proposal	2/27/11	31
I	Fat Beam Proposal	2/8/16	8
J	Request for Extension – with fax confirmation	6/20/16	2
K	Request for Extension -- email	6/22/16	1
L	Administrator's Decision on Appeal Funding year 20xx-20xx	6/27/16	5
M	Email to Appeals regarding June 27th letter.	7/22/16	1
N	Administrator's Decision on Appeal Funding year 20xx-20xx	7/19/16	5
O	Administrator's Decision on Appeal Funding year 20xx-20xx	7/27/16	5
P	Original Appeals Packet	n.d	3+

Attachment A

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
1564 WASHINGTON AVE
RATHDRUM, ID 83858

T/W FY16

USAC
Universal Service Administrative Company

Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2015: July 1, 2015 - June 30, 2016

April 22, 2016

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
1564 WASHINGTON AVE
RATHDRUM, ID 83858

Re: Form 471 Application Number:	**1038630**
Funding Year:	**2015**
Applicant's Form Identifier:	**471 FY16 1**
Billed Entity Number:	**142783**
FCC Registration Number:	**0011100369**
SPIN:	**143048275**
Service Provider Name:	**Time Warner Cable Business LLC**
Service Provider Contact Person:	**David Lafrance**

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.

2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
- Billed Entity Name,
- Form 471 Application Number,
- Billed Entity Number, and
- FCC Registration Number (FCC RN) from the top of your letter.

3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.

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5. Provide an authorized signature on your letter of appeal.

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To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal
Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at http://www.usac.org/sl/tools/samples.aspx for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program
Universal Services Administrative Company

cc: David Lafrance
Time Warner Cable Business LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 1038630

Funding Request Number:	2848266
Services Ordered:	INTERNET ACCESS
SPIN:	143048275
Service Provider Name:	Time Warner Cable Business LLC
Contract Number:	TW FY12
Billing Account Number:	208-687-0431
Site Identifier:	142783
Original Funding Commitment:	$124,236.00
Commitment Adjustment Amount:	$124,236.00
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$0.00
Funds to be Recovered from Applicant:	$0.00

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. The price of eligible products and services was not the primary factor in the vendor selection process. This determination was based on the bid evaluation sheets provided by the applicant, that indicated that equal weighting was given to all factors on the bid evaluation worksheet. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor in the vendor selection process. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full.

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
PO Box 39
RATHDRUM, ID 83858

T/W FY14

USAC
Universal Service Administrative Company

RECEIVED APR 25 2016

Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

April 22, 2016

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
PO Box 39
RATHDRUM, ID 83858

Re: Form 471 Application Number:	**907493**
Funding Year:	**2013**
Applicant's Form Identifier:	**FY14 471**
Billed Entity Number:	**142783**
FCC Registration Number:	**0011100369**
SPIN:	**143048275**
Service Provider Name:	**Time Warner Cable Business LLC**
Service Provider Contact Person:	**David Lafrance**

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

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1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.

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- Billed Entity Name,
- Form 471 Application Number,
- Billed Entity Number, and
- FCC Registration Number (FCC RN) from the top of your letter.

3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.

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Schools and Libraries Program
Universal Services Administrative Company

cc: David Lafrance
Time Warner Cable Business LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 907493

Funding Request Number:	2535926
Services Ordered:	INTERNET ACCESS
SPIN:	143048275
Service Provider Name:	Time Warner Cable Business LLC
Contract Number:	TW FY12
Billing Account Number:	208-687-0431
Site Identifier:	142783
Original Funding Commitment:	$119,016.00
Commitment Adjustment Amount:	$119,016.00
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$119,016.00
Funds to be Recovered from Applicant:	$119,016.00

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. The price of eligible products and services was not the primary factor in the vendor selection process. This determination was based on the bid evaluation sheets provided by the applicant, that indicated that equal weighting was given to all factors on the bid evaluation worksheet. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor in the vendor selection process. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
PO Box 39
Rathdrum, ID 83858

T/W FY13

USAC
Universal Service Administrative Company

Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2012: July 1, 2012 - June 30, 2013

April 22, 2016

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
PO Box 39
Rathdrum, ID 83858

Re: Form 471 Application Number:	**869419**
Funding Year:	**2012**
Applicant's Form Identifier:	**FY13 471-1**
Billed Entity Number:	**142783**
FCC Registration Number:	**0011100369**
SPIN:	**143048275**
Service Provider Name:	**Time Warner Cable Business LLC**
Service Provider Contact Person:	**David Lafrance**

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

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- Form 471 Application Number,
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Schools and Libraries Program - Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

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Schools and Libraries Program
Universal Services Administrative Company

cc: David Lafrance
Time Warner Cable Business LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 869419

Funding Request Number:	2370317
Services Ordered:	INTERNET ACCESS
SPIN:	143048275
Service Provider Name:	Time Warner Cable Business LLC
Contract Number:	TW FY12
Billing Account Number:	208-687-0431
Site Identifier:	142783
Original Funding Commitment:	$158,688.00
Commitment Adjustment Amount:	$158,688.00
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$158,688.00
Funds to be Recovered from Applicant:	$158,688.00

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. The price of eligible products and services was not the primary factor in the vendor selection process. This determination was based on the bid evaluation sheets provided by the applicant, that indicated that equal weighting was given to all factors on the bid evaluation worksheet. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor in the vendor selection process. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
PO Box 39
RATHDRUM, ID 83858

T/W FY 12

USAC
Universal Service Administrative Company

RECEIVED APR 25 2016

Schools and Libraries Program

Notification of Commitment Adjustment Letter

Funding Year 2011: July 1, 2011 - June 30, 2012

April 22, 2016

Tom Taggart
LAKELAND SCHOOL DISTRICT 272
PO Box 39
RATHDRUM, ID 83858

Re: Form 471 Application Number:	**808158**
Funding Year:	**2011**
Applicant's Form Identifier:	**FY12 471-1**
Billed Entity Number:	**142783**
FCC Registration Number:	**0011100369**
SPIN:	**143048275**
Service Provider Name:	**Time Warner Cable Business LLC**
Service Provider Contact Person:	**David Lafrance**

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Schools and Libraries Program
Universal Services Administrative Company

cc: David Lafrance
Time Warner Cable Business LLC

Funding Commitment Adjustment Report for
Form 471 Application Number: 808158

Funding Request Number:	2194383
Services Ordered:	INTERNET ACCESS
SPIN:	143048275
Service Provider Name:	Time Warner Cable Business LLC
Contract Number:	TW FY12
Billing Account Number:	208-687-0431
Site Identifier:	142783
Original Funding Commitment:	$142,452.20
Commitment Adjustment Amount:	$142,452.20
Adjusted Funding Commitment:	$0.00
Funds Disbursed to Date	$137,753.65
Funds to be Recovered from Applicant:	$137,753.65

Funding Commitment Adjustment Explanation:

After a thorough investigation, it has been determined that this funding commitment must be rescinded in full. The price of eligible products and services was not the primary factor in the vendor selection process. This determination was based on the bid evaluation sheets provided by the applicant, that indicated that equal weighting was given to all factors on the bid evaluation worksheet. FCC rules require that applicants select the most cost-effective product and/or service offering with price being the primary factor in the vendor selection process. Applicants may take other factors into consideration, but in selecting the winning bid, price must be given more weight than any other single factor. Ineligible products and services may not be factored into the cost-effective evaluation. Since price was not the primary factor in the vendor selection process, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.

Attachments B-I are included with Attachment P

Attachment J

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1031 N Academic Way, Suite 242 • Coeur d'Alene, ID 83814 • 208.667.2588 • fax 208.664.1272 • www.ncce.org

June 20, 2016

Please accept this letter as request for additional time to respond to the Notification of Commitment Adjustment Letter dated April 22, 2016.
Our attorneys are currently reviewing our respond and we need additional time.

Please let me know if you have any questions.

Applicant Information:
Lakeland Joint School District #272
1564 Washington Ave.
Rathdrum, ID 83858
BEN: 142783

Contact Information:
Eric Chambers, Director of E-Rate, CRN# 17000414
Northwest Council for Computer Education
PO BOX 31337
Bellingham, WA 98229
360-899-8704
Echambers@ncce.org

Subject of Appeal/Request for Waiver
Notification of Commitment Adjustment Letter dated April 22, 2016 (Attachments A) regarding Form 471 Application Numbers:

Fund Year	Form 471 #	FRN	SPIN	Requested	Rescinded
2011	808158	2194383	143048275	$137,753.65	$137,753.65
2012	869419	2370317	143048275	$158,688.00	$158,688.00
2013	907493	2535926	143048275	$119,016.00	$119,016.00
2014	976430	2662664	143048275	$105,219.12	$105,219.12
2015	1038266	2848266	143048275	$124,236.00	$124,236.00

Eric Chambers, Director of E-Rate, CRN# 17000414
Northwest Council for Computer Education
PO BOX 31337
Bellingham, WA 98229
360-899-8704

****

*** RX Result Report ***

****

Sending is complete.

Job Number	0159
Address	9735996542
Name	
Start Time	06/20 02:47 PM
Call Length	00'13
Sheets	1
Results	OK

Attachment K

Eric Chambers

From: Eric Chambers
Sent: Wednesday, June 22, 2016 1:57 PM
To: 'Appeals@sl.universalservice.org'
Subject: Wavier of Appeal for Lakeland School District 272 (BEN #142783)

Please accept this letter as request for additional time to respond to the Notification of Commitment Adjustment Letter dated April 22, 2016.
Our attorneys are currently reviewing our respond and we need additional time.

Please let me know if you have any questions.

Applicant Information:
Lakeland Joint School District #272
1564 Washington Ave.
Rathdrum, ID 83858
BEN: 142783

Contact Information:
Eric Chambers, Director of E-Rate, CRN# 17000414
Northwest Council for Computer Education
PO BOX 31337
Bellingham, WA 98229
360-899-8704
Echambers@ncce.org

Subject of Appeal/Request for Waiver
Notification of Commitment Adjustment Letter dated April 22, 2016 (Attachments A) regarding Form 471 Application Numbers:

Fund Year	Form 471 #	FRN	SPIN	Requested	Rescinded
2011	808158	2194383	143048275	$137,753.65	$137,753.65
2012	869419	2370317	143048275	$158,688.00	$158,688.00
2013	907493	2535926	143048275	$119,016.00	$119,016.00
2014	976430	2662664	143048275	$105,219.12	$105,219.12
2015	1038266	2848266	143048275	$124,236.00	$124,236.00

Eric Chambers | Director of E-Rate and Services
NCCE | Northwest Council for Computer Education
P.O.Box 31337 | Bellingham, WA 98228
C 360-899-8704 I T 208-292-2529
echambers@ncce.org | www.ncce.org
Twitter: @Eric_NCCE
Skype: echambers@ncce.org

NCCE LEADERSHIP INNOVATION LEARNING

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Attachment L

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2015-2016

June 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	1038630
	Funding Request Number(s):	2848266
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	June 22, 2016
	Your Correspondence Dated:	June 22, 2016

Our records show that your appeal was postmarked more than sixty (60) days after the date the Universal Service Administrative Company's (USAC's) Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark submit appeals within 60 days of the date of the USAC decision or action that is being appealed. Your appeal, as noted above, was postmarked after the appeal deadline. FCC rules do not permit USAC to consider your appeal.

If you wish to appeal this decision, you may file an appeal pursuant to 47 C.F.R. Part 54, Subpart I. Detailed instructions for filing appeals are available at: http://www.usac.org/sl/about/program-integrity/appeals.aspx.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2012-2013

June 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	869419
	Funding Request Number(s):	2370317
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	June 22, 2016
	Your Correspondence Dated:	June 22, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

June 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	907493
	Funding Request Number(s):	2535926
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	June 22, 2016
	Your Correspondence Dated:	June 22, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

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Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2011-2012

June 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	808158
	Funding Request Number(s):	2194383
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	June 22, 2016
	Your Correspondence Dated:	June 22, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

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Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

June 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	976430
	Funding Request Number(s):	2662664
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	June 22, 2016
	Your Correspondence Dated:	June 22, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Attachment M

Eric Chambers

From: Eric Chambers
Sent: Friday, July 22, 2016 9:28 AM
To: 'Appeals@sl.universalservice.org'
Subject: Lakeland Joint School District
Attachments: CCF07222016.pdf

Hello,

I recently received a series of letters titled "Administrator's Decision on Appeal – Funding year xxxx-xxxx" regarding the following applications:

Fund Year	Form 471 #	FRN	SPIN	Requested	Rescinded
2011	808158	2194383	143048275	$137,753.65	$137,753.65
2012	869419	2370317	143048275	$158,688.00	$158,688.00
2013	907493	2535926	143048275	$119,016.00	$119,016.00
2014	976430	2662664	143048275	$105,219.12	$105,219.12
2015	1038266	2848266	143048275	$124,236.00	$124,236.00

The letters stated that the appeals were denied because the appeal date postmark was after the deadline. I assume that that the basis for the deadline was my email dated June 22, 2016 in which I requested an extension to submit my our response. This, however, was the second request I made for an extension, the first being on June 20, 2016 by fax. I have included a copy of that letter and the fax confirmation. Because I had not heard back from your office I submitted a second request for an extension via email on the 22nd of June. I understand this was late – I did make a counting error on the 60 days, otherwise I would have sent it the day prior. Regardless, as you can see, I did submit a request for an extension prior to the deadline and ask that you reconsider your position and review our appeal.

Please note that my zip code in the letter was wrong. It should have been listed as 98228. Including the wrong zip code, I understand, delayed your initial response. My correct mailing address is:

Eric Chambers, Director of E-Rate,
Northwest Council for Computer Education
PO BOX 31337
Bellingham, WA 98228

I would prefer, however, communications via email.

Eric Chambers | Director of E-Rate and Services
NCCE | Northwest Council for Computer Education
P.O.Box 31337 | Bellingham, WA 98228
C 360-899-8704 I T 208-292-2529
echambers@ncce.org | www.ncce.org
Twitter: @Eric_NCCE
Skype: echambers@ncce.org

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Attachment N

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

July 19, 2016

Eric Chambers
NW Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	976430
	Funding Request Number(s):	2662664
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	July 08, 2016
	Your Correspondence Dated:	July 08, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2011-2012

July 19, 2016

Eric Chambers
NW Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	808158
	Funding Request Number(s):	2194383
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	July 08, 2016
	Your Correspondence Dated:	July 08, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

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Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2012-2013

July 19, 2016

Eric Chambers
NW Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	869419
	Funding Request Number(s):	2370317
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	July 08, 2016
	Your Correspondence Dated:	July 08, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

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Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2015-2016

July 19, 2016

Eric Chambers
NW Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	1038630
	Funding Request Number(s):	2848266
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	July 08, 2016
	Your Correspondence Dated:	July 08, 2016

Our records show that your appeal was postmarked more than sixty (60) days after the date the Universal Service Administrative Company's (USAC's) Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark submit appeals within 60 days of the date of the USAC decision or action that is being appealed. Your appeal, as noted above, was postmarked after the appeal deadline. FCC rules do not permit USAC to consider your appeal.

If you wish to appeal this decision, you may file an appeal pursuant to 47 C.F.R. Part 54, Subpart I. Detailed instructions for filing appeals are available at: http://www.usac.org/sl/about/program-integrity/appeals.aspx.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

July 19, 2016

Eric Chambers
NW Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	907493
	Funding Request Number(s):	2535926
	Decision Letter Date:	April 22, 2016
	Date Appeal Postmarked:	July 08, 2016
	Your Correspondence Dated:	July 08, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

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Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Attachment 0

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2015-2016

July 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98228

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	1038630
	Funding Request Number(s):	2848266
	Your Correspondence Dated:	June 20, 2016

The Universal Service Administrative Company (USAC) received your request for a waiver of the sixty (60) day deadline to file appeals for Funding Year 2015 of the E-rate program.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. Detailed instructions for filing waiver requests with the FCC are available at: http://www.usac.org/sl/about/program-integrity/appeals.aspx.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2013-2014

July 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98228

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	907493
	Funding Request Number(s):	2535926
	Your Correspondence Dated:	June 20, 2016

The Universal Service Administrative Company (USAC) received your request for a waiver of the 60 day deadline to file appeals for Funding Year 2013 of the Schools and Libraries Universal Service Support Mechanism.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. You should refer to CC Docket No. 02-6 on the first page of your waiver request to the FCC. If you are submitting your waiver request via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing a waiver request with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2014-2015

July 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98228

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	976430
	Funding Request Number(s):	2662664
	Your Correspondence Dated:	June 20, 2016

The Universal Service Administrative Company (USAC) received your request for a waiver of the 60 day deadline to file appeals for Funding Year 2014 of the Schools and Libraries Universal Service Support Mechanism.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. You should refer to CC Docket No. 02-6 on the first page of your waiver request to the FCC. If you are submitting your waiver request via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing a waiver request with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2011-2012

July 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98229

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	808158
	Funding Request Number(s):	2194383
	Your Correspondence Dated:	June 20, 2016

The Universal Service Administrative Company (USAC) received your request for a waiver of the 60 day deadline to file appeals for Funding Year 2011 of the Schools and Libraries Universal Service Support Mechanism.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. You should refer to CC Docket No. 02-6 on the first page of your waiver request to the FCC. If you are submitting your waiver request via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing a waiver request with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Universal Service Administrative Company
Schools & Libraries Division

Administrator's Decision on Appeal – Funding Year 2012-2013

July 27, 2016

Eric Chambers
Northwest Council for Computer Education
PO Box 31337
Bellingham, WA 98228

Re:	Applicant Name:	LAKELAND SCHOOL DISTRICT 272
	Billed Entity Number:	142783
	Form 471 Application Number:	869419
	Funding Request Number(s):	2370317
	Your Correspondence Received:	June 20, 2016

The Universal Service Administrative Company (USAC) received your request for a waiver of the 60 day deadline to file appeals for Funding Year 2012 of the Schools and Libraries Universal Service Support Mechanism.

Federal Communications Commission (FCC) rules do not permit USAC to consider requests for waivers. If you believe there is a basis for further examination of your request, you may file a waiver request with the FCC. You should refer to CC Docket No. 02-6 on the first page of your waiver request to the FCC. If you are submitting your waiver request via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing a waiver request with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division
Universal Service Administrative Company

cc: Tom Taggart

Attachment P

NCCE LEADERSHIP INNOVATION LEARNING
1031 N Academic Way, Suite 242 • Coeur d'Alene, ID 83814 • 208.667.2588 • fax 208.664.1272 • www.ncce.org

Re: Appeal/Request for Wavier of

Applicant Information:
Lakeland Joint School District #272
1564 Washington Ave.
Rathdrum, ID 83858
BEN: 142783

Contact Information:
Eric Chambers, Director of E-Rate, CRN# 17000414
Northwest Council for Computer Education
PO BOX 31337
Bellingham, WA 98229
360-899-8704
Echambers@ncce.org

Subject of Appeal/Request for Waiver
Notification of Commitment Adjustment Letter dated April 22, 2016 (Attachments A) regarding Form 471 Application Numbers:

Fund Year	Form 471 #	FRN	SPIN	Requested	Rescinded
2011	808158	2194383	143048275	$137,753.65	$137,753.65
2012	869419	2370317	143048275	$158,688.00	$158,688.00
2013	907493	2535926	143048275	$119,016.00	$119,016.00
2014	976430	2662664	143048275	$105,219.12	$105,219.12
2015	1038266	2848266	143048275	$124,236.00	$124,236.00

Supporting Documentation
Please find attached the following documentation that will be used in the proceeding section.

1. Attachment A: Notification of Commitment Adjustment Letter
2. Attachment B: FCC Form 471 # 808158
3. Attachment C: Time-Warner Contract
4. Attachment D: FCC Form 471# 790690000880607
5. Attachment E: Request for Proposal
6. Attachment F: Scoring Criteria
7. Attachment G: Time-Warner Proposal
8. Attachment H: J. R. Electronics Proposal
9. Attachment I: Fatbeam proposal

Reason for Appeal

On March 21, 2011 Lakeland Joint School District #272 (hereafter, "District") employee Tom Taggert certified FCC Form 471 #808158 (Attachment B) indicating in Block Five, Funding Request Number (FRN) 2194383 that the District had awarded a contract for Internet Access on March 18, 2011 to Time Warner Cable Business LLC (Service Provider Identification Number (SPIN) #143048275). The signed contract expired June 30, 2016 (Attachment C). The contract was signed following the posting of Form 471# 790690000880607 (Attachment D) and Request for Proposal (Attachment E) and waiting greater than 28 days before the proposal evaluation. Three proposals were received and scored using the following criteria (see also, Attachment F):

Criteria	**Time-Warner**	**J & R Electronics**	**Fatbeam**
Ability to meet bandwidth requirements within the required timeframe	5	4	3
Experience in providing bandwidth in similar terrain	5	5	4
Costs, broken into erate eligible and non-eligible costs	4	3	3
Business references	5	5	4
Dependability and service response time	5	5	4
Total:	**24**	**22**	**18**

(note that this table has been rearranged for clarity, please refer to Attachment F for the original document)

Time-Warner's proposal (Attachment G), when compared to the proposals submitted by J & R Electronics (Attachment H) and Fatbeam (Attachment I) was the most cost effective proposal. In Addition, the Time-Warner proposal score as high or higher than both of the other proposers on each of the other four categories. It is clear that regardless of the lack of weighting the most cost effective and overall better proposal won. **There is no weighting configuration that would have changed the outcome of this review.**

As is evident in these criteria the District failed, as indicated in the Notification of Commitment Adjustment Letter, to meet the criteria that "pricing be the primary factor in the vendor selection process." Specifically, the District gave equal weight to both "cost of eligible goods and services" and each of the four other factors used in the evaluation. However, the District, in selecting Time-Warner Cable, selected the most cost effective proposal. Thus, the District **did** meet the FCC criteria of selecting "the most cost-effective product and/or service."

Relief Sought

As stated above, our opinion is that the District met the intent of the rule by selecting "the most cost-effective product and/or services" among the proposals received and ask for the following relief:

- Reinstate funding for FRN 808158 (FY2011)
- Reinstate funding for FRN 869419 (FY2012)
- Reinstate funding for FRN 907493 (FY2013)

- Reinstate funding for FRN 2662664 (FY2014)
- Reinstate funding for FRN 2848266 (FY2015)

Summary

Our opinion is that the District met the intent of the E-Rate program by selecting the most cost effective proposal among those received in response to their RFP. Rescinding funds under these circumstances seems counter to the aims of the E-Rate program.

Please let me know if you have any questions or need any additional information.

Regards,

Eric Chambers

Attachment B

FCC Form 471

Approval by OMB
3060-0806

Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471

Estimated Average Burden Hours per Response: 4 hours

This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services.

Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.)

The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference)	Form 471 Application #:
FY12 471-1	808158 (To be assigned by administrator)

Block 1: Billed Entity Address and Identifications

1 Name of Billed Entity
LAKELAND SCHOOL DISTRICT 272

2 Funding Year 2011

3a Entity Number 142783

3b FCC Registration Number 0011100369

4a Street Address, P.O. Box, or Route Number
1564 WASHINGTON AVE

City RATHDRUM State ID Zip Code 83858-

4b Telephone Number

4c Fax Number

5a Type of Application (check only one)

- ○ Individual School (individual public or non-public school)
- ◉ School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)
- ○ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ○ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)
- ○ Statewide application for (enter 2-letter state code) representing (check all that apply)
  - ☐ All public schools/districts in the state
  - ☐ All non-public schools in the state
  - ☐ All libraries in the state

5b Recipient(s) of Services:

☐ Private ☑ Public ☐ Charter
☐ Tribal ☐ Head Start ☐ State Agency

Entity Number: 142783	**Applicant's Form Identifier: FY12 471-1**
Contact Person: Tom Taggart	**Contact Phone Number:**

Block 1: Billed Entity Address and Identifications (continued)

6a Contact Person's Name
Tom Taggart

If the Contact Person's Street Address is the same as **Item 4** above, check here. ☐ If not, complete Item 6b.

6b Street Address, P.O. Box, or Route Number
NOTE: USAC will use this address to mail correspondence about this form.
PO Box 39

City RATHDRUM State ID Zip Code 83858-

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

☐ **6c** Telephone Number
☐ **6d** Fax Number
☑ **6e** E-Mail Address
Re-enter E-mail Address

6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address

If a consultant is assisting you with your application process, please complete Item 6g below:

6g Consultant Name
Name of Consultant's Employer
Consultant's Street Address

City State Zip Code
Consultant's Telephone Number Ext.
Consultant's Fax Number
Consultant's E-mail Address
Re-enter E-mail Address
Consultant Registration Number

Entity Number: 142783	**Applicant's Form Identifier: FY12 471-1**
Contact Person: Tom Taggart	**Contact Phone Number:**

Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting

discounts.

Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.

Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471

		Schools	Libraries
7a Number of students or patrons to be served		4479	0
b Telephone service: Number of classrooms or rooms with phone service		154	0
c Direct connections to the Internet: Number of drops		2	0
d Number of classrooms or rooms with Internet access		266	0
e Number of computers or other devices with Internet access		1894	0
f Number of dial-up Internet access and other connections of up to **200 kbps**:		0	0
g High-speed Internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than **200 kbps** and less than **1.5 mbps**	0	0
	At or greater than **1.5 mbps** and less than **3 mbps**	0	0
	At or greater than **3 mbps** and less than **10 mbps**	0	0
	At or greater than **10 mbps** and less than **25 mbps**	0	0
	At or greater than **25 mbps** and less than **50 mbps**	0	0
	At or greater than **50 mbps** and less than **100 mbps**	0	0
	Greater than **100 mbps**	11	0

Block 3:

8 [Reserved]

Entity Number: 142783	**Applicant's Form Identifier: FY12 471-1**
Contact Person: Tom Taggart	**Contact Phone Number:**

Block 4: Discount Calculation Worksheet

Worksheet - 1351472
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

☐ Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s):
School District or Library System Name:

(For Administrator's Use)
School District or Library System Entity Number:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Construction	Admin Entity or NIF	Alt Disc Mech	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H = Head Start, A = Adult Education, J = Juvenile Justicem E = ESA, D = Dormatory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	
ATHOL ELEMENTARY SCHOOL	96035 16 01800 309	R	332	226	68.072%	80	N	N	N	26560				
JOHN BROWN ELEMENTARY SCHOOL	96120 16 01800 00310	R	391	273	69.821%	80	N	N	N	31280				
LAKELAND HIGH SCHOOL	96121 16 01800 311	R	800	269	33.625%	60	N	N	N	48000				
MOUNTAIN VIEW ALT HIGH SCHOOL	96122 16 1800 437	R	103	66	64.078%	80	N	N	N	8240				
LAKELAND JUNIOR HIGH SCHOOL	96123 16 1800 312	R	406	191	47.044%	70	N	N	N	28420				
BETTY KIEFER ELEMENTARY SCHOOL	96124 16 01800 00925	R	450	242	53.778%	80	N	N	N	36000				
TIMBER LAKE JR/SR	186893 16 01800 748	R	807	359	44.486%	70	N	N	N	56490				
GARWOOD ELEMENTARY SCHOOL	96125 16 01800 734	R	301	152	50.498%	80	N	N	N	24080				
SPIRIT LAKE ELEMENTARY SCHOOL	96142 16 01800 00313	R	285	192	67.368%	80	N	N	N	22800				
TWIN LAKES ELEMENTARY SCHOOL	16047394	R	264	130	49.242%	70	N	N	N	18480				
TIMBER LAKE JUNIOR HIGH SCHOOL	16074198	R	273	140	51.282%	80	N	N	N	21840				

9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.	4412							322190				73%
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.												
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.												

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 1 **of** 7

FRN 2194037
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 **Category of Service** (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☐ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☑ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
131770000639292

13 SPIN – Service Provider Identification Number
143028738

14 Service Provider Name
J&R Electronics, Inc.

15a ☐ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
JR10

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☑ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here: 2000883

16a Billing Account Number (e.g., billed telephone number)
208-687-0431

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
12/18/2007

18 Contract Award Date (mm/dd/yyyy)
01/28/2008

19 Service Start Date (mm/dd/yyyy)
07/01/2011

20a Service End Date (mm/dd/yyyy)

20b Contract Expiration Date (mm/dd/yyyy)
07/31/2011

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $7,500.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $7,500.00
	D. Number of months service provided in funding year 1
	E. Annual pre-discount amount for eligible recurring charges (C x D) $7,500.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $7,500.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $5,475.00

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment**
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 1

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 2 **of** 7

FRN 2194383
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 Category of Service (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☐ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☑ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
790690000880607

13 SPIN – Service Provider Identification Number
143048275

14 Service Provider Name
Time Warner Cable Business LLC

15a ☐ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
TW FY12

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

16a Billing Account Number (e.g., billed telephone number)
208-687-0431

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
02/16/2011

18 Contract Award Date (mm/dd/yyyy)
03/18/2011

19 Service Start Date (mm/dd/yyyy)
08/01/2011

20a Service End Date (mm/dd/yyyy)

20b Contract Expiration Date (mm/dd/yyyy)
06/30/2016

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $17,740.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $17,740.00
	D. Number of months service provided in funding year 11
	E. Annual pre-discount amount for eligible recurring charges (C x D) $195,140.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $195,140.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $142,452.20

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment** 2
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 3 **of** 7

FRN 2194445
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 **Category of Service** (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☑ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☐ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
790690000880607

13 SPIN – Service Provider Identification Number
143004786

14 Service Provider Name
Frontier Communications Northwest, Inc.

15a ☑ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
T

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

16a Billing Account Number (e.g., billed telephone number)
208-687-0431

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
02/16/2011

18 Contract Award Date (mm/dd/yyyy)

19 Service Start Date (mm/dd/yyyy)
07/01/2011

20a Service End Date (mm/dd/yyyy)
06/30/2012

20b Contract Expiration Date (mm/dd/yyyy)

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $350.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $350.00
	D. Number of months service provided in funding year 12
	E. Annual pre-discount amount for eligible recurring charges (C x D) $4,200.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $4,200.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $3,066.00

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment**
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 3

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 4 of 7

FRN 2194802
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 Category of Service (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☑ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☐ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
790690000880607

13 SPIN – Service Provider Identification Number
143004786

14 Service Provider Name
Frontier Communications Northwest, Inc.

15a ☑ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
T

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

16a Billing Account Number (e.g., billed telephone number)
208-687-4301

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
02/16/2011

18 Contract Award Date (mm/dd/yyyy)

19 Service Start Date (mm/dd/yyyy)
07/01/2011

20a Service End Date (mm/dd/yyyy)
06/30/2012

20b Contract Expiration Date (mm/dd/yyyy)

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $850.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $850.00
	D. Number of months service provided in funding year 12
	E. Annual pre-discount amount for eligible recurring charges (C x D) $10,200.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $10,200.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $7,446.00

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment**
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 4

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	**Applicant's Form Identifier: FY12 471-1**
Contact Person: Tom Taggart	**Contact Phone Number:**

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 5 **of** 7

FRN 2194826
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 **Category of Service** (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☑ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☐ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
790690000880607

13 SPIN – Service Provider Identification Number
143004786

14 Service Provider Name
Frontier Communications Northwest, Inc.

15a ☑ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
T

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

16a Billing Account Number (e.g., billed telephone number)
208-687-0431

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
02/16/2011

18 Contract Award Date (mm/dd/yyyy)

19 Service Start Date (mm/dd/yyyy)
07/01/2011

20a Service End Date (mm/dd/yyyy)
06/30/2012

20b Contract Expiration Date (mm/dd/yyyy)

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $1,350.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $1,350.00
	D. Number of months service provided in funding year 12
	E. Annual pre-discount amount for eligible recurring charges (C x D) $16,200.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $16,200.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $11,826.00

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment**
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 5

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 6 **of** 7

FRN 2194847
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 Category of Service (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☑ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☐ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
790690000880607

13 SPIN – Service Provider Identification Number
143000677

14 Service Provider Name
Verizon Wireless

15a ☑ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
MTM

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

16a Billing Account Number (e.g., billed telephone number)
208-687-0431

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
02/16/2011

18 Contract Award Date (mm/dd/yyyy)

19 Service Start Date (mm/dd/yyyy)
07/01/2011

20a Service End Date (mm/dd/yyyy)
06/30/2012

20b Contract Expiration Date (mm/dd/yyyy)

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $1,450.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $1,450.00
	D. Number of months service provided in funding year 12
	E. Annual pre-discount amount for eligible recurring charges (C x D) $17,400.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $17,400.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $12,702.00

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment**
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 6

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 5: Discount Funding Request(s)
Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.

Block 5, page 7 **of** 7

FRN 2194857
(to be assigned by administrator)

10 ☐ If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:

11 **Category of Service** (only ONE category should be checked)

PRIORITY 1	PRIORITY 2
☑ Telecommunications Service	☐ Internal Connections Other than Basic Maintenance
☐ Internet Access	☐ Basic Maintenance of Internal Connections

12 Form 470 Application Number
790690000880607

13 SPIN – Service Provider Identification Number
143001192

14 Service Provider Name
AT&T Corp.

15a ☑ Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.

15b Contract Number
MTM

15c ☐ Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).

15d ☐ Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:

16a Billing Account Number (e.g., billed telephone number)
208-687-0431

16b ☐ Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.

17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing)
02/16/2011

18 Contract Award Date (mm/dd/yyyy)

19 Service Start Date (mm/dd/yyyy)
07/01/2011

20a Service End Date (mm/dd/yyyy)
06/30/2012

20b Contract Expiration Date (mm/dd/yyyy)

23 Calculations

Recurring Charges	**A.** Monthly charges (total amount per month for service) $215.00
	B. How much of the amount in A is ineligible? $0.00
	C. Eligible monthly pre-discount amount (A minus B) $215.00
	D. Number of months service provided in funding year 12
	E. Annual pre-discount amount for eligible recurring charges (C x D) $2,580.00
Non-Recurring Charges	**F.** Annual non-recurring charges $0.00
	G. How much of the amount in F is ineligible? $0.00
	H. Annual eligible pre-discount amount for non-recurring charges (F minus G) $0.00
Total Charges	**I.** Total funding year pre-discount amount (E + H) $2,580.00
	J. Discount from Block 4 Worksheet 73.00
	K. Funding Commitment Request (I x J) $1,883.40

21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. **Attachment**
You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 7

22 Entity/Entities Receiving This Service:

a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service:

b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1): 1351472

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 6: Certifications and Signature

24 ☑ I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)

a ☑ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses and do not have endowments exceeding $50 million; and/or

b ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.

25 ☑ I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a	Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.)	253220
b	Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	184850.6
c	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	68369.4
d	Total budgeted amount allocated to resources not eligible for E-rate support	0
e	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	68369.4

f ☐ Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

26 ☑ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or ☐ I certify that no technology plan is required by Commission rules.

27 ☑ I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28 ☑ I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29 ☑ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

30 ☑ I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

Block 6: Certification and Signature (Continued)

31 ☑ I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32 ☑ I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33 ☑ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34 ☑ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35 ☑ I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).

36 ☑ I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37 ☑ I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38 Signature of authorized person ☑	39 Date 03/21/2011

40 Printed name of authorized person

41 Title or position of authorized person

☐ Check here if the consultant in Item 6g is the Authorized Person.

42a Street Address, P.O. Box, or Route Number

City
State Zip Code -

Entity Number: 142783	Applicant's Form Identifier: FY12 471-1
Contact Person: Tom Taggart	Contact Phone Number:

42b	Telephone Number of authorized Person	Ext.
42c	Fax Number of Authorized Person	
42d	E-mail Address of authorized Person	
	Re-enter E-mail Address	
42e	Name of Authorized Person's Employer	

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R.§ 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

SLD-Form 471
P.O. Box 7026
Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

SLD Forms
ATTN: SLD Form 471
3833 Greenway Drive
Lawrence, Kansas 66046
(888) 203-8100

Close Print Preview

Previous

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Attachment C

TIME WARNER CABLE
Business Class

Service Agreement

This Time Warner Cable Business Class Service Agreement (**"Service Agreement"**) in addition to the Time Warner Cable Business Class Terms and Conditions (**"Terms and Conditions"**) and any Time Warner Cable Business Class Service Orders (each, a **"Service Order"**), constitute the **"Master Agreement"** by and between customer identified below (**"Customer"**) and Time Warner Cable (**"TWC or Operator"**) and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable
Street: 2305 W. Kathleen Ave.
City: Coeur d'Alene
State: ID
Zip Code: 83815

Contact: Christian Latimer
Phone: 208-769-8316
Cell Phone: 208-620-0118
Fax: 208-769-8388
Email: christian.latimer@twcable.com

Customer Information

Customer Name (Exact Legal Name): Lakeland Joint School District #272 **Account Number** **Federal Tax ID 82-6000812**

Billing Address: P.O. Box 39 Rathdrum ID 83858

Billing Contact Name: Tom Taggart **Phone 208-687-0431** **Fax 208-687-0431**

Authorized Contact Tom Taggart **Phone 208-687-0431** **Fax 208-687-0431**

Agreement

THIS SERVICE AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. SUCH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY THIS REFERENCE. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable

By: [signature]
Name (printed): Christian Latimer
Title: Account Executive
Date: 3/18/2011

Authorized Signature for Customer

By: Mary Ann Ranells
Name (printed): Mary Ann Ranells
Title: Superintendent
Date: 3-18-2011

TIME WARNER CABLE
Business Class

Business Class Customer Service Order

Account Executive: Christian Latimer
Phone: 208-769-8316
Cell Phone: 208-620-0118
Fax: 208-769-8388
Email: christian.latimer@twcable.com

Customer Information		
Business Name **Lakeland Joint School District #272**		**Customer Type:** Education
Federal Tax ID **82-6000812**	**Tax Exempt Status**	**Tax Exempt Certificate #**
Billing Address **P.O. Box 39 Rathdrum ID 83858**		**Account Number**
Billing Contact **Tom Taggart**	**Billing Contact Phone** **208-687-0431**	**Billing Contact Email Address** ttaggart@lakeland272.org
Authorized Contact Mary Ann Ranells	**Authorized Contact Phone** 208-687-0431	**Authorized Contact Email Address** **mranells@lakeland272.org**
Technical Contact Greg Eck	**Technical Contact Phone** **208-687-4350**	**Technical Contact Email Address** **geck@lakeland272.org**

PRI Trunk Service Order Information					
Current LEC	**Current IXC**	**LEC BTN(S)**	**E-911 Location 1**	**E-911 Location 2**	**E-911 Location 3**

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information				
Site Name	**Address Location**	**Location Type**	**Service Description / Bandwidth (List all Services for Each Location)**	**Customer Requested Due Date**
Lakeland Junior High School	15601 N Highway 41 Rathdrum ID 83858	**HUB**	**Dedicated Internet Access 100Mps**	**7/1/2011**
Lakeland Junior High School	15601 N Highway 41 Rathdrum ID 83858	**HUB**	**Metro Ethernet 20Gbps**	**7/1/2011**
Betty Kiefer Elementary	15574 N. Schooner Street Rathdrum ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
John Brown Elementary	15574 Washington Street Street Rathdrum ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Garwood Elementary	17506 North Ramsey Road Rathdrum ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Spirit Lake Elementary	32605 North 5th Street Rathdrum, ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Athol Elementary	6333 East Menser Avenue Athol, ID 83801	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Twin Lakes Elementary	5326 West Rice Road Rathdrum, ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Timberlake Junior High School	5830 W Blackwell Blvd Spirit Lake, ID 83869			

TIME WARNER CABLE
Business Class

Timberlake Senior High School	5973 West Highway 54 Rathdrum, ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Lakeland Senior High School	7006 West Highway 53 Rathdrum, ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**
Mt. View Alterative High School	7802 W. Main Rathdrum, ID 83858	**Spoke**	**Metro Ethernet 1000Mps**	**7/1/2011**

Service Category		Monthly Recurring Charges	Non-Recurring Charges	Initial Order Term
Lakeland Junior High School Dedicated Internet Access 100Mps		$3,000.00	$0.00	5 Year
Lakeland Junior High School Metro Ethernet 20Gbps		$1,340.00	$0.00	5 Year
Betty Kiefer Elementary Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
John Brown Elementary Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Garwood Elementary Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Spirit Lake Elementary Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Spirit Lake Elementary Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Twin Lakes Elementary Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Timberlake Junior High School Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Timberlake Senior High School Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Lakeland Senior High School Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
Mt. View Alterative High School Metro Ethernet 1000Mps		$1,340.00	$0.00	5 Year
***Gross Total**		$ 17,740.00	$0.00	5 Year
Less E-Rate Discount	%	($)		
Less CTF Discount	%	($)		
***Net Total**		$		

Time Warner Cable Business Class
Terms and Conditions

1.0 AGREEMENT.

These Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**"), and any Time Warner Business Class Service Orders (as described in Section 2.2 below) are hereby incorporated into the Time Warner Cable Business Class National Service Agreement or the Time Warner Cable Business Class Service Agreement, as the case may be, ("**Service Agreement**") and constitute the "**Master Agreement**" by and between Customer and TWC (collectively, the "**Parties**" or each individually a "**Party**") for the services specified on Service Orders ("**Services**"). The attachments to these Terms and Conditions ("**Attachments**") further describe TWC's services and are hereby incorporated by reference. The Attachments may set forth additional terms and conditions for the applicable Service. "**TWC**" means the Time Warner Cable Inc.-affiliated entity that is providing the Services.

2.0 SERVICES AND SERVICE ORDERS.

2.1 Subject to the terms and conditions of the Master Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services in accordance with any Service Order entered into by the Parties. Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into a Service Order with Customer may, at its own discretion, utilize one or more of its affiliates or third parties to deliver the Services ("**Third Party Services**"). The Third Party Services may be subject to additional terms and conditions. Unless otherwise set forth, TWC shall use commercially reasonable efforts to provide the Services seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed a "**Service Order**" hereunder and shall be deemed incorporated into the Master Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order.

3.0 SERVICE & EQUIPMENT INSTALLATION.

Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Services will be provided, or who shall use the Service (each, an "**End User**"), shall obtain and maintain throughout the Term, such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Services and TWC Equipment (as defined in Section 4 below) at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in a Service Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on a Service Order. TWC shall provide Customer with a completion notice ("**Completion Notice**") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Services and TWC Equipment with Customer's or an End User's equipment will be performed by Customer unless otherwise agreed in writing between the Parties. With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund (collectively, the "**Discounts**"), Customer acknowledges that TWC will not begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Service Order in full.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, "**TWC Equipment**") on TWC's side of the demarcation points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in the Master Agreement, equipment

and services on Customer's side of the demarcation points, as well as any other Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 CUSTOMER OBLIGATIONS.

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of the Master Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and terms of the Master Agreement and any applicable Terms of Use (which are incorporated herein by this reference). "**Terms of Use**" means all applicable Service policies, including without limitation acceptable use policies, and other terms and conditions established by TWC and available on the TWC web site, www.twcbc.com/legal, as may be modified from time to time by TWC, in its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with the Master Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for: (a) all use (whether or not authorized) of the Service by Customer, an End User or any person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC.

6.0 TERM.

The Master Agreement shall commence on the date of the last signature on the Service Agreement (the "**Effective Date**") and shall remain in effect for the term specified in the Service Agreement, or if no term is specified, until the expiration or termination of all Service Orders (the "**Term**"). The term for the applicable Service shall be set forth in the Service Order ("**Initial Order Term**") and shall remain in effect until expiration as set forth in the Service Order. Unless otherwise specified in the Service Agreement, if the Customer continues to receive Services after the expiration of the Initial Order Term, the Services shall renew on a month to month basis on the same terms and conditions ("**Renewal Order Term**", collectively with Initial Order Term, "**Order Term**"). The fees for the Renewal Order Term shall be as set forth in Section 7.

7.0 PAYMENT.

For each Service, Customer agrees to pay TWC all recurring and non-recurring charges, fees and taxes, (which may include Service installation and activation charges, measured and usage-based charges, local, long distance, directory assistance and operator services calling charges, and equipment and facilities charges) (collectively the "**Service Charges**") as set forth on the Service Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, and are payable within thirty (30) days after the date appearing on the invoice. If Customer and any Services purchased under this Master Agreement are eligible for Discounts, then as a courtesy to Customer, TWC will submit invoices to Customer net of Discounts and bill the balance to the government agencies administering the Discounts, all as set forth on the applicable Service Order. Customer shall apply for all applicable Discounts for each year of the Term and provide to TWC satisfactory evidence of the continuation of each Discount for such years. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges for the applicable Services to Customer. TWC will not defer any charges while Customer awaits reimbursement, subsidy, discount or credit from any third party or government entity, and Customer shall have the obligation to pay all charges regardless of the status of any such reimbursement, subsidy, discount or credit. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days written notice to Customer. TWC may charge a standard late fee for any amounts which are not paid when due, which amount shall not exceed one percent of the monthly Service Charges or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present a charge in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice in accordance with these payment terms.

8.0 TAXES.

8.1 Customer shall pay all federal, state, and local taxes, government fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of the Master Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees, charges or taxes arising as

a result of this Agreement that are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under the Master Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under the Master Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understand that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

9.1 TWC's Proprietary Rights. All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "**TWC Materials**") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers.

9.2 Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, that are identified or marked as confidential or are otherwise reasonably understood to be confidential, including but not limited to the content of this Agreement.

9.3 Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC has the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC has the right to add to, modify or delete any provision of the Terms of Use. TWC will notify Customer of any material adverse change to the Terms of Use or Service descriptions by posting such modified Terms and Conditions (including the Terms of Use) or Service description on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. Upon the effectiveness of any addition, modification or deletion, Customer's continued use of the Services shall constitute Customer's consent to such addition, modification or deletion, and agreement to continue to be bound by the Master Agreement. In any event, if TWC modifies the Services or the Terms of Use and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate, without penalty, that portion of the Service Order relating to the affected Service.

11.0 TERMINATION.

Either Party may terminate a Service Order; (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period: or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of the Master Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately terminate or suspend Customer's or its End User's use of the Service if such use is determined by TWC, in its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use

commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of the Master Agreement and the Service Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer shall promptly pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration, and any deinstallation fees identified in the Service Order(s), if any; (iii) Customer shall promptly cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of a Service Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall promptly pay TWC the full amount of the Service Charges that Customer would have been charged for the remainder of the Initial Term or the then-current renewal term. Notwithstanding the foregoing, Customer or TWC may immediately terminate the applicable Service Order without penalty if after entering into such Service Order, TWC conducts a site survey and learns that the construction costs will require a material increase in the Service Charges. The foregoing shall be in addition to any other rights and remedies that TWC may have under the Master Agreement or at law or equity.

Notwithstanding the foregoing, if, after the initial award of a Discount and TWC has provisioned a Service, any Discount for a subsequent year is reduced, eliminated, or otherwise not available, then Customer shall promptly notify TWC in writing that it, or the end user school district, is no longer eligible to receive the Discount and that such ineligibility did not result from any act or failure by Customer or the school districts using the Services. This Master Agreement shall remain in full force and effect and Customer shall continue to pay TWC an amount equal to the Service Charges, plus applicable taxes and fees, less an amount equivalent to the Discount. TWC shall continue to provide the Services, but may, in its sole discretion, reduce the bandwidth provided to the Customer, or the end user school district, to account for the decreased amount being paid for the Services. Customer shall, and shall cause the school districts to, use their best efforts to reinstate all applicable Discounts or find another source of funds to ensure that TWC receives the total Service Charges anticipated for the applicable Initial Order Term.

12.0 INDEMNIFICATION.

Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to: (a) the use of the Service, including but not limited to a breach of Section 5 herein; (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as a result of Customer's violation of the 10% Rule as set forth in Attachment D; or (d) breach of the terms governing any use of music services provided as part of the Service.

13.0 DISCLAIMER OF WARRANTY.

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THE MASTER AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE MASTER AGREEMENT, TWC DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY TWC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS' USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S OR END USERS' SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 LIMITATION OF LIABILITY.

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE MASTER AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY)) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE SERVICE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER. TWC SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15.0 DISCLOSURE OF CUSTOMER INFORMATION.

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "**Telecommunications Act**"), the Federal Cable Communications Act (the "**Cable Act**"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in Attachment B (Voice Services), the Subscriber Privacy Notice, and, if applicable, in TWC's tariff, which are incorporated herein by reference. The Subscriber Privacy Notice is available at www.twbcbc.com/legal. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("**ARIN**") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 FORCE MAJEURE.

Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "**Force Majeure Event**"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Service Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents TWC from delivering the Service under such Service Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under the Master Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate the Master Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 The Master Agreement, its Attachments and the Service Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of the Master Agreement, the Attachments, or the Service Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Master Agreement, the Attachments, and/or the Service Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of the Master Agreement, the Attachments, and the Service Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in the Master Agreement, nothing contained in the Master Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT.
The Master Agreement, including without limitation all attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 ORDER OF PRECEDENCE.
Each Service shall be provisioned pursuant to the terms and conditions of the Master Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Agreement or Service Order are inconsistent with the terms of these Terms and Conditions, the terms of the Service Agreement then the terms of the Service Order shall control.

20.0 COMPLIANCE WITH LAWS.
As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in the Master Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 ARBITRATION.
EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT SHALL BE BROUGHT IN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK AND SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THE MASTER AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE.

22.0 MISCELLANEOUS.
The interpretation, validity and enforcement of the Master Agreement, and all legal actions brought under or in connection with the subject matter of the Master Agreement, shall be governed by the law of the State of California. In the event that any portion of the Master Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of the Master Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign the Master Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under the Master Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding the Master Agreement without TWC's prior written consent. Excluding any third party claims, claims under the Master Agreement must be initiated not later than two (2) years after the claim arose. There are no third party beneficiaries to the Master Agreement. The Parties to the Master Agreement are independent contractors. Any notice under the Master Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. Notices to TWC shall include a cc to: Time Warner Cable Inc., 60 Columbus Circle, New York, New York, 10023, Attn: General Counsel, Fax: (212) 364-8254. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 17.1, 18, 19, 21 and 22 and the Attachments shall survive the termination or expiration of the Master Agreement. The Master Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A

Business Class Cable TV Service
("Cable TV Service")

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC shall have the right to add, modify, or delete channel line-ups.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services, TWC agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

The monthly service charges set forth in a Service Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment B

Business Class Phone Service and Business Class PRI Service
(collectively, "Voice Services")

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of one or more telephone lines and a variety of features, as described more fully in the applicable Service Order.

Business Class PRI Service: If Customer selects to receive the Business Class PRI Service, Customer will receive voice and call processing services via a full or fractional DS-1 level Primary Rate Interface ("**PRI**") connection to Customer's private branch exchange ("**PBX**") or other equipment facilities and services ("**Customer-provided equipment**" or "**CPE**"), and a variety of features, as described more fully in the applicable Service Order.

Customer's use of the Voice Services is subject to the following additional terms and conditions:

- Customer acknowledges that the voice-enabled cable modem used to provide Business Class Phone Service and the integrated access device ("**IAD**") used to provide the Business Class PRI Service are electrically powered and that the Voice Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or a TWC network service interruption. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any back-up power supply provided with a TWC-provided voice-enabled cable modem or IAD may enable service for a limited period of time or not at all, depending on the circumstances, and that the use of a back-up power supply does not ensure that the Voice Service will be available in all circumstances.
- The location and address associated with the Voice Service will be the address identified on the Service Order. Customer is not permitted to move TWC Equipment from the location and address in which it has been installed. If Customer moves a voice-enabled cable modem or IAD to an address different than that identified on the Service Order, calls from such modem or IAD to 911 will appear to 911 emergency service operators to be coming from the address identified on the Service Order and not the new address. Customer consents to TWC's disclosure of Customer's name, address and or/telephone number in response to 911 and similar public safety requests and to the telephone companies serving those end users to whom Customer calls so that calls may be completed.
- Pursuant to 47 C.F.R. § 9.5(e), Customer shall specifically advise every end user of the Voice Service prominently and in the language provided below, of the circumstances under which E911 service may not be available.

*Business Class voice-enabled customer premise equipment is electrically powered and, in the event of a power outage or Time Warner Cable network failure, Enhanced 9-1-1 ("**E911**") services may not be available.*

The Master Agreement prohibits moving your Time Warner Cable voice-enabled customer premise equipment to a new address. If this equipment is moved to another location, E9-1-1 services may not operate properly and emergency operators may be unable to accurately identify the caller's address in an emergency. The E911 location specified on the Service Order will be provided to emergency operators for all emergency calls made from the telephone numbers associated with the Service Order. To move your service to another service location you must call Time Warner Cable.

- Customer shall obtain and keep a record of affirmative acknowledgement by every end user of the Voice Service of having received and understood the above advisory. Customer shall also distribute to all end users of the Voice Services labels/stickers to be supplied by TWC and instruct all end users of the Voice Services to place them on our near the equipment used in conjunction with the service.
- Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Voice Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating to Customer-provided equipment, facilities or services. Customer acknowledges that TWC does not guarantee that the Voice Service will operate with alarm, security, medical and/or other monitoring systems and services or Customer-provided equipment, facilities and services, and that Customer must contact (at Customer's sole expense) any applicable alarm, security, medical or other monitoring system or service provider or other third-party service provider in order to test the operation of Customer-provided equipment, facilities and systems with the Voice Service.
- TWC's obligation is to provide Voice Service to the customer-accessible interface device or equipment installed by TWC at the TWC network demarcation point on the Customer's premises. Customer is solely responsible for coordinating and completing any and all rearrangement, augmentation and configuration of Customer-provided equipment, facilities and systems to be used with the Voice Service and connecting such equipment, facilities and systems to the TWC network interface device or equipment. Customer must notify TWC at least seventy two (72) hours prior to the Customer's scheduled installation appointment if the Customer seeks to reschedule installation for any reason. Additional charges may apply for non-standard installation and missed installation appointments.

- Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of the Voice Service over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install the Voice Service and all related equipment.

- Information relating to Customer calling details ("**Calling Details**"), including the quantity, configuration, type, destination and amount of Voice Service usage by Customer, and information contained in Customer's bills (collectively, "**Customer Proprietary Network Information**" or "**CPNI**"), that is obtained by TWC pursuant to its provision of the Voice Service will be protected by TWC as described herein, in the Time Warner Cable Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

TWC may use and disclose CPNI when required by applicable law. TWC may use CPNI and share CPNI with its partners and contractors without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of TWC's network systems; and (v) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. TWC will obtain Customer's consent before using CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Terms and Conditions and applicable law, TWC will not be liable for any losses or damages arising as a result of disclosure of CPNI.

Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's account address of record or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentment of a valid government-issued photo ID by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address of record.

If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("**Calling Detail Preauthorization Plan**"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; and (iii) maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

- In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

Attachment C

Business Class National Teleworker Service, Branch Office Connectivity Service, Broadband High Speed Data, Wideband Internet and Dedicated Internet Access (collectively, "Data Services")

National Teleworker Service ("NTW Service"): If Customer selects to receive the NTW Service, TWC shall provide connectivity to a single personal computer ("PC") via a cable modem at the residential location of the limited number of Customer employees set forth on a Service Order to connect such employees' PCs to the Customer's data network. Each PC connection may be used by one Customer employee at a time solely for Customer's internal business purposes.

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the BOC Service, provided that use does not exceed the standard bandwidth provided by TWC.

Broadband High Speed Data and Wideband Internet ("HSD Service"): If Customer selects to receive the HSD Service, TWC shall provide connectivity from the number of Customer sites set forth in a Service Order to the Customer's data network. Customer shall be permitted to connect any number of computers within Customer's identified sites to the HSD Service, provided that use does not exceed the standard bandwidth provided by TWC.

Dedicated Internet Access ("DIA Service"): If Customer selects to receive the DIA Service, TWC shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider ("ISP") peering between Customer's data network identified on a Service Order and the TWC facility identified on a Service Order.

Customer's use of the Data Services is subject to the following additional terms and conditions:

TWC's provision of any Data Service is subject to availability.

TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network ("VPN") and to allow the VPN to pass through the cable modem of any Data Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Data Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not upload, post, transmit or otherwise make available on or via the Data Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to; (i) review public content associated with the Data Services, including chat rooms, bulletin boards and forums, in order to determine compliance with the Master Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of the Master Agreement, any bandwidth utilization limitations or other Terms of Use.

Each tier or level of Services has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed website servers, among other factors.

Attachment D

Business Class Data Transport Services: Ethernet Solutions
("Ethernet Service")

Ethernet: If Customer selects to receive the Ethernet Service, TWC shall provide Customer with a dedicated circuit connection between Customer's data network and the TWC facility identified on a Service Order. The Ethernet Services shall be limited to the capacity set forth on a Service Order.

Customer's use of Ethernet Service is subject to the following additional terms and conditions:

TWC's provision of Ethernet Services is subject to availability.

TWC shall have the right to disconnect (or demand the immediate disconnection of) any such Ethernet Service that degrades any service provided to other subscribers on the TWC network.

Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network. In the event that any TWC audit reveals that Customer's usage of a Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

Each tier or level of a Data Transport Service has limits on the maximum throughput rate at which Customer may send and receive data at any time and the maximum throughput rate may be achieved in bursts, but generally will not be sustained on a consistent basis. The throughput rate experienced by Customer at any time will vary based on numerous factors, including without limitation, the condition of Customer's inside wiring, computer configurations, Internet and TWC network congestion, time of day and the accessed servers, among other factors.

Customer represents and warrants that Customer's use of Ethernet Services shall be such that the Ethernet Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "**10% Rule**" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of Ethernet Services, the Ethernet Services are deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Ethernet Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

Attachment E

Access to Business Class Online Software Applications and Services
("Online Software")

Online Software: If Customer selects to receive **"Online Software,"** TWC will offer Customers access to certain third-party application solutions and related services (**"On-Demand Services"**). As part of the Online Software, TWC may provide Customer and its designated authorized End Users access to an online service delivery network (the **"Online Service Delivery Network"**) through which Customer may order On-Demand Services.

Customer's use of Online Software is subject to the following additional terms and conditions as well as those otherwise made available through the Online Service Delivery Network:

Customer must have Data Service from TWC to receive the Online Software. Online Software will be billed on the same account with Customer's Data Services.

TWC has the right to add, modify or delete any On-Demand Services.

TWC's provision of the Online Software is subject to availability.

Customer will select or be provided an account ID and password for access to and use of the Online Software. Customer acknowledges that it is Customer's and its End Users' responsibility to ensure that any data or information submitted to TWC during registration for the Online Software (ie. contact and payment information) is true, accurate, and up-to-date.

Since the On-Demand Services are provided by third parties, the On-Demand Services (including support) are governed by terms and conditions agreed upon directly between Customer and the applicable third party provider(s) of such On-Demand Services. Further, TWC does not guarantee that the On-Demand Services will be available at all times in the future.

Customer understands and acknowledges that TWC shall have no responsibility for, and hereby expressly disclaims any and all warranties with respect to, any provision, operation, functionality, features or other aspects of any On-Demand Services. Customer agrees to look only to the applicable third-party provider for any recourse with respect to any problems or errors that occur in connection with any On-Demand Service.

Some On-Demand Services have usage and other limits as determined by the applicable third-party provider and Customer's or its End Users' exceeding of such usage and other limits may result in additional fees. In the event that any TWC determines that Customer has exceeded the agreed-upon usage limits, Customer shall pay to TWC (as liquidated damages, and not as a penalty) one and one half times the Service Charges that would have been due for the excessive usage, and, Customer agrees to either terminate its excessive usage or continue to pay the Service Charges that are applicable to its usage.

Customer shall not upload, post, transmit or otherwise make available on or through the Online Software any material (including any message or series of message) that violates or infringes in any way upon the rights of others (including any intellectual property and other proprietary rights), that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, that causes or would cause damage to TWC's or any other party's property, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

Attachment F

HD Video for Hospitality Service

Service Description:

Multi-Channel Video Service: TWC shall provide the customized cable television programming ("**Multi-Channel Video Service**") to Customer's location(s) identified in an Order ("**Property**"), which programming shall be subject to change at TWC's discretion; provided that TWC shall use reasonable efforts to substitute similar or comparable programming in the event that any of the programming services cease to be available. If the Parties agree in writing, Multi-Channel Video Service may include HBO, Showtime or Music Choice. Multi-Channel Video Service shall not include pay-per-view, video-on-demand or any visual content. Customer shall take all necessary precautions to ensure that the Multi-Channel Video Service is received only by authorized parties, and that no part of the Multi-Channel Video Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged, or which is a commercial establishment or other non-residential building (such as a bar, restaurant or fraternal organization), nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

TWC and Customer acknowledge that Customer has elected to receive two or more tiers of video programming service, including the "broadcast basic" level which, under Federal law, must be purchased as a condition to receipt of other tiers of video service, and Customer acknowledges that it is able to purchase the broadcast basic level of service on a stand-alone basis. Customer further acknowledges that all programming services included on each service tier selected by Customer are being made available by TWC to Customer and that the display of particular services at various locations within Customer's premises is at customer's discretion.

TWC owns and will at all times have the exclusive right to access, control, maintain, upgrade, use and operate its Multi-Channel Video Service and related network and systems ("**Systems**"), except for (i) any video display terminals ("**Connections**") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the System is located that are owned by Customer or a third party, in which case (as between Customer and TWC) Customer shall own such items and Customer hereby grants to TWC the non-exclusive right to access and use such space during the Term. The System is not, and shall not be deemed to be, affixed to or a fixture of the Property, and nothing is intended to convey any right or ownership of any portion of the System to Customer or any other person or entity. Customer shall be liable for any and all theft, damage and/or loss to the System, or any portion thereof, installed at the Property, except to the extent of any negligence or willful misconduct on the part of TWC.

Customer's use of the Multi-Channel Video Service is subject to the following additional terms and conditions:

- Customer shall permit TWC reasonable access to the Customer and any End User facilities, to inspect the facilities at periodic intervals to ascertain, among other things, the number of television sets receiving the Multi-Channel Video Service. Customer, at its sole expense, agrees to furnish, install and maintain the inside wiring.
- Customer, at its sole expense, agrees to furnish, install, program and maintain all Connections. The Connections shall be installed and programmed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. Customer shall ensure the availability of Connections that are compatible with the Multi-Channel Video Service including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
- Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the Multi-Channel Video Service, which are transmitted over any of the channels provided without the prior written consent of TWC. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the Multi-Channel Video Service, including without limitation delivery method and any programming contained within the Multi-Channel Video Service, without the express written consent of TWC. The limitations of this paragraph shall not apply to formatting of programming as agreed by TWC and Customer.
- Customer shall provide all first level contact and support to its authorized users relating to the System and Multi-Channel Video Service. In the event of any disruption, failure, or degradation of the Multi-Channel Video Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Multi-Channel Video Service impacting event. In the event that the Multi-Channel Video Service impacting event is reasonably determined to be caused by the signal delivered by TWC, Customer shall contact the designated TWC technical support contact for resolution.
- The inside wiring shall be installed by Customer in consultation with TWC and any specifications provided by TWC to Customer in writing. TWC shall not be responsible for, and Customer will not be entitled to any credit or rebate for an outage which may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of any third party, including but not limited to, instances where such outage is due to the Customer's failure to promptly provide TWC with access to the Property to inspect, monitor, repair, and/or replace the Systems or Multi-Channel Video Service.

- Notwithstanding anything to the contrary in this Agreement, the Service Charges for the Multi-Channel Video Service are subject to change consistent with commercial Multi-Channel Video Service rate increases applied to commercial customers.

4862611_4.DOC

Attachment D

FCC Form

Approval by OMB
3060-0806

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application. (To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 790690000880607

Applicant's Form Identifier: FY12 470-1

Application Status: CERTIFIED

Posting Date: 01/19/2011

Allowable Contract Date: 02/16/2011

Certification Received Date: 01/19/2011

1. Name of Applicant:
LAKELAND SCHOOL DISTRICT 272

2. Funding Year:	3. Your Entity Number
07/01/2011 - 06/30/2012	142783

4a. Applicant's Street Address, P.O.Box, or Route Number
1564 WASHINGTON AVE

City	State	Zip Code
RATHDRUM	ID	83858 - 0000

b. Telephone number	ext.	c. Fax number
(208) 687- 0431		(208) 687- 1884

5. Type Of Applicant

- ○ Individual School (individual public or non-public school)
- ● School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)
- ○ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ○ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)

6a. Contact Person's Name: Tom Taggart

*First, if the Contact Person's Street Address is the same as in **Item 4** above, check this box. If not, please complete the entries for the Street Address below.*

6b. Street Address, P.O.Box, or Route Number
1564 WASHINGTON AVE

City	State	Zip Code
RATHDRUM	ID	83858

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

6c. Telephone Number	(208) 687- 0431
6d. Fax Number	(208) 687- 1884
6e. E-mail Address	ttaggart@lakeland272.org

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

a. Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

b. Services for which a new written contract is sought for the funding year in Item 2.

Check if you are seeking a multi-year contract and/or a contract featuring voluntary extensions

c. A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c **Check this box if you prefer discounts on your bill.**	**Check this box if you prefer reimbursement after paying your bill in full.**	**Check this box if you do not have a preference.**

Service or Function:	Quantity and/or Capacity:
POTS for 687 Exchange	34 Lines
POTS for 623 Exchange	4 Lines
POTS for 683 Exchange	7 Lines
Cellular Service for educaltion administrators	31 Lines
Long Distance Service	All 45 Lines

9 Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and

your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internet Access services. Attach additional lines if needed.

c ☐ **Check this box if you prefer discounts on your bill.**	☐ **Check this box if you prefer reimbursement after paying your bill in full.**	☐ **Check this box if you do not have a preference.**

Service or Function:	**Quantity and/or Capacity:**
Monthly Internet Service to all district locations	**Minimum 300MB service to all locations. Will consider expansion of current microwave wireless system; replacement with dark fiber; or a workable combination.**

10 ☐ **Internal Connections Other than Basic Maintenance**
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Attach additional lines if needed.

c ☐ **Check this box if you prefer discounts on your bill.**	☐ **Check this box if you prefer reimbursement after paying your bill in full.**	☐ **Check this box if you do not have a preference.**

11 ☐ **Basic Maintenance of Internal Connections**
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

b ☐ **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g.,basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Basic Maintenance services. Attach additional lines if needed.

c ☐ **Check this box if you prefer discounts on your bill.**	☐ **Check this box if you prefer reimbursement after paying your bill in full.**	☐ **Check this box if you do not have a preference.**

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name:	Title:

Greg Eck	Technology Director
Telephone number **(208) 687 - 4350**	
Fax number **(208) 687 - 1884**	
E-mail Address **geck@lakeland272.org**	

13a. ☑ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number. **This RFP is subject to the purchasing laws of the State of Idaho. Following the RFP instructions and deadlines will insure compliance with all legal requirements.**

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

Block 3: Technology Assessment

14. ☐ **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item **16**. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item **14** that your application is ONLY for basic telephone service, you must check one or both boxes in **15a** through **15e**. You may provide details for purchases being sought.

a. Desktop communications software: Software required ☐ has been purchased; and/or ☐ is being sought.

b. Electrical systems: ☐ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers ☐ has been purchased; and/or ☐ is being sought.

d. Computer hardware maintenance: adequate arrangements ☐ have been made; and/or ☐ are being sought.

e. Staff development: ☐ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☐ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the ineligible services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item **16a, 16b or 16c**) that best describes this application and the

eligible entities that will receive the services described in this application.You will then list in Item **17** the entity/entities that will pay the bills for these services.

a. ☐ Individual school or single-site library.

b. ☐ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☐ All public schools/districts in the state:
- ☐ All non-public schools in the state:
- ☐ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☐ **If checked, complete Item 18.**

c. ☐ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible entities	**1**
For these eligible sites, please provide the following	
Area Codes (list each unique area code)	**Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces**

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity Number	Entity
142783	LAKELAND SCHOOL DISTRICT 272

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

Block 5: Certification

19. ☐ I certify that the applicant includes:(Check one or both.)

a. ☑ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding $50 million; and/or

b. ☐ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

20. ☐ **I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

a. ☑ individual technology plans for using the services requested in the application; and/or

b. ☐ higher-level technology plans for using the services requested in the application; or

c. ☐ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

21. ☑ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. ☑ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☑ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☑ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☑ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☑ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person: ☑

28. Date (mm/dd/yyyy): **01/19/2011**

29. Printed name of authorized person: **Tom Taggart**

30. Title or position of authorized person: **Business Manager**

31a. Address of authorized person: **PO Box 39**
City: **Rathdrum** State: **ID** Zip: **83858**

31b. Telephone number of authorized person: **(208) 687 - 0431**

31c. Fax number of authorized person: **(208) 6871884**

31d. E-mail address number of authorized person: **ttaggart@lakeland272.org**

31e. Name of authorized person's employer: **Lakeland School District 272**

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:
SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:
SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100

FCC Form 470
October 2004

New Search Return To Search Results

Attachment E

LAKELAND JOINT SCHOOL DISTRICT #272
Request for Proposals
Network \ Internet Access Bandwidth

Contact Person:	Tom Taggart, Director of Business and Operations
Phone:	208-687-0431
Fax:	208-687-1884
Address:	PO Box 39, Rathdrum, ID 83858
Bid Submittal Date:	10: AM, Thursday, February 24, 2011.

The Lakeland Joint School District is soliciting proposals to provide increased bandwidth for the District's wide area network and Internet access to all building locations of the District. The District will consider proposals to upgrade the current wireless system, as well as proposals for fiber, or other suitable solutions. The project must be completed by August 1, 2011.

The District wishes to enter into a contract for two years, with the ability to extend, by mutual agreement, an additional two years. The District retains the right to utilize any current State of Idaho contracts. If services are provided by tariff the District may enter into a monthly agreement under provisions of the tariff.

Proposals shall include rates for a minimum of 300MB service to all district locations. The proposal must also include the rate for the addition of bandwidth in the future. The District will determine the final configuration after reviewing proposals.

The District will review proposals using the following criteria:

1) Ability to meet bandwidth requirements within the required timeline;
2) Experience in providing bandwidth in similar terrain;
3) Cost, broken into Erate eligible costs and non-eligible costs;
4) Business References;
5) Dependability and service response time

All other factors being equal, cost will be the determining factor.

Proposals shall include a detailed outline of specific services. The vendor shall provide in the proposal, information concerning their company, to include at a minimum, the following:

1) Name of Company;
2) Contact Name with address, phone number, and email;
3) Information from Idaho regulatory agencies verifying status as a legally authorized provider of requested services;
4) A list of current customers in Idaho;
5) Support contact information.
6) Proposed cost for a two year period beginning 7-1-11.
7) A specific timeline outlining steps to full implementation by 7-1-2011

District Information:
There are building locations in Spirit Lake, Athol, Garwood, and Rathdrum, Idaho. Current connections and building locations are available from Greg Eck, District Technology Director, geck@lakeland272.org. .

"Lakeland Joint School District #272 does not discriminate or deny services on the basis of age, race, religion, color, national origin, sex, and\or disability."

Attachment F

Lakeland Joint School District Bandwidth Upgrade Project

Vendor	1	2	3	4	5	Total
Time Warner	5	5	4	5	5	**24**
J & R Electronics	4	5	3	5	5	22
Fatbeam	3	4	3	4	4	18

Factors:

1) Ability to meet bandwidth requirements within the required timeline;
2) Experience in providing bandwidth in similar terrain;
3) Cost, broken into Erate eligible costs and non-eligible costs;
4) Business References;
5) Dependability and service response time

Schools receiving service:

(2011 funding year)

John Brown Elementary
Betty Kiefer Elementary
Twin Lakes Elemntary
Athol Elementary
Spirit Lake Elementary
Garwood Elementary
Lakeland High School
Lakeland Junior High
Timberlake Jr\Sr High School
Mountain View Alternative High School

Attachment G

TIME WARNER CABLE

February 23, 2011

Lakeland School District 272
1564 Washington Avenue
Rathdrum, Idaho 83858-0000
E-rate Services Response – 470 Number: 790690000880607

Dear Mr. Tom Taggart,

Time Warner Cable Inc. (TWC) is pleased to submit the enclosed response to a request for your Metro Ethernet Network Services. Our response demonstrates TWC's ability to provide network solutions that will enable Lakeland School District 272 meet its technology needs. The following pages provide detail about TWC's network solutions, network monitoring capabilities and customer support resources. An overview of the project team that will support you through the implementation of this solution is included as well.

TWC recognizes that there are many mediums available to transmit data. Ethernet fiber is being laid as the fabric of the future. TWC strongly recommends that you consider fiber. It is the most reliable transmission medium. It is proven to be weather-proof, not subjected to weather or climate changes, such as heat, or rain. LANs are all wired today with CATV5/6. TWC now can extend this LAN to the WAN, allowing you transparency in technology once you leave your local network.

TWC is committed to providing Lakeland School District 272 with the products and services necessary to meet its current and future technology needs. TWC is one of the world's largest digital video cable and broadband Internet service providers; our 80,000 employees have considerable expertise and insight that will be instrumental in providing the correct solutions for a project of this importance.

Within this response, pricing components, requirement acknowledgements and professional services hours are provided.

Time Warner Cable's primary point of contact for Lakeland School District 272.

Correen Stauffer

North West Area General Manager
2305 West Kathleen Ave.
Coeur d'Alene, ID 83815
Phone: 1- 208-769-8301
Email: Correen.stauffer@twcable.com

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Correen Stauffer

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1. Firm Information

1.1. Number of Years in Business

Time Warner Cable Business Class (TWCBC), a service of TWC, is the nation's leading commercial cable broadband service provider. Its suite of broadband solutions enables its customers to capitalize use of the Internet by building an essential communication medium into a strategic business tool.

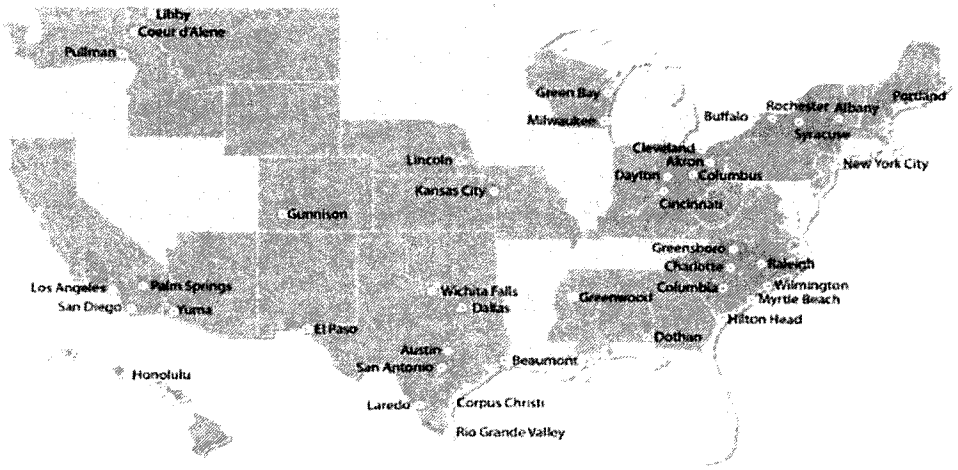
Since 1998, TWCBC services have been provided to customers using a combination of fiber-optic national and regional networks throughout TWC's hybrid fiber-coaxial (HFC) infrastructure. The TWC Broadband division operates numerous Regional Data Centers. Regional corporate offices are located in Herndon, VA and Charlotte, NC. The Herndon office houses a technically sophisticated Network Operations Center, Quality Assurance networks and many engineering labs. Engineering and Support Services are located in Charlotte, NC.

1.2. About Time Warner Cable

TWC is a true pioneer in the cable industry. Today, TWC owns and manages the most advanced, best-clustered cable television operations in the country as a result of careful planning and acquisitions since its formation.

- TWC service passes more than 20 million U.S. homes, and currently serves more than 14 million customers (Who subscribes to Video, Voice and High Speed Data).
- TWC is the second largest cable operator in the U.S.
- Serving Idaho communities Post Falls, Coeur d'Alene and Moscow
- TWC service passes approximately 2.9 million businesses, 40,000 multiple tenant units, and 11,400 hospitals.
- TWC serves 350 major national corporations that have over 14,000 end users.
- TWC currently serves customers in the following 28 states: Alabama, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Maine, Massachusetts, Michigan, Missouri, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia and Wisconsin.
- TWC is the sixth largest Phone Company in the US.
- TWC employs nearly 80,000 people across the US.
- TWC's corporate offices are located in New York, NY.
- Time Warner Cable Inc. is a Delaware corporation and is the successor to the businesses of American Television and Communications Corp. and Warner Cable.

TWC is E Rate Authorized; TWC SPIN#: 143031461



Who is Time Warner Cable Business Class?

Time Warner Cable Business Class (TWCBC) has developed solutions suited to each business' size and operations. These solutions are made up of powerful, scalable products and services - selected because they best meet a business' needs and customized with features that have the greatest impact on productivity.

- **Access** – High-speed online access that's always on and up to 100 times faster than dial-up.*
- **Dedicated Access - Fiber for School Districts** – Choose the exact solution to fit your unique University requirements – whether it's point-to-point connectivity, point-to-multipoint connectivity, TeleWorker aggregation, Internet access or a combination.
- **E-Mail** – Offering services such as vanity e-mail (you@yourbusinessname.com). Also offering remote e-mail access from any computer with an Internet connection, a convenient service for employees who travel frequently.
- **Web Hosting** - Scalability and flexibility based on the amount of Web space your business requires.
- **Managed Security** - A fully managed security service combining all the features of a Virtual Private Network (VPN) and firewall for secure transmission and storage of sensitive data.
- **Static IP** - A permanent IP address designation for your company that remains the same regardless of any changes made to outside designations.
- **Domain Name Services** - includes fast, comprehensive searches of possible domain names you want to claim, and registers them for you.
- **Managed Storage** - Automatic, scheduled backup of all your files for safe off-site storage, with the extra advantage of secure, remote file access from any Internet-connected computer.
- **Home Business Solutions** – Providing Commercial-grade products and services for businesses such as high-speed Internet access, Web hosting, dial access, vanity e-mail (you@yourbusiness.com), and domain name services and managed remote storage.

* Actual speeds may vary. Dial-up comparison based on average download speed of 2800k and 5600k modems.

1.3. Time Warner Cable Team Members & Experience

As you can see Lakeland School District 272 will be supported by an extremely seasoned local staff with over 100 years of experience in Telecom, Data, Engineering and Project Management. As you can see Lakeland School District 272 will be supported by an extremely seasoned Staff with over 100 years of experience in Telecom, Data, Engineering and Project Management.

Name	Title	Specific Role
David Mornerth	Regional Vice President of Time Warner Cable Business Class	Executive decisions to all aspects for the success of the project.
Paul Robinson	Vice President of Business Class Sales West Region	Oversees all aspects to the success of the project.
Harian Cook	Vice President of Business Class Operations	Oversees all aspects of operations to insure a successful transition to TWCBC.
Joseph Leonardi	Director of Government & Education Sales, Time Warner Cable Business Class	Conceptual and oversight of the project implementation.
Daniel Dunning, Ph.D.	Director of Engineering, Time Warner Cable Business Class	Conceptual and oversight of the project engineering.
Correen Stauffer	NW Area General Manager	Manages NW Area teams and works with executive staff to ensure the success of the project
Jean Szeto	Senior Account Manager of Government & Education Sales, Time Warner Cable Business Class	Oversee the Management of the Project from beginning to end.
Jason Kokoszka	Project Manager, Time Warner Cable Business Class	Coordinates all departments to assure on track for the project.
David Sommers	E-rate Specialist, Time Warner Cable Business Class	Will monitor and manage the E-Rate funding.
Ted Chesley	NW Technical Operations Manager	Manages Post falls construction teams and oversees build
Peter Yen	Sales Manager, Govt. Ed. Time Warner Cable	Manages regional sales team for western territory.
Cory Hoyt	Sr. Operations Manager, Time Warner Cable Business Class	Manages daily operations; installation and technical.
Alberto Algernon	Sr. Operations Manager, Time Warner Cable Business Class	Manages daily operations; customer care and billing.
David Anderson	Manager of Sales Engineering, Time Warner Cable Business Class	Manages network design and engineering of the project.
William Yates	Sales Engineer, Time Warner Cable Business Class	Manages network design and engineering of the project.
Christain Latimer	Account Executive 1, Time Warner Cable Business Class	Manages Customer relations and coordinates sales activites.
David Parrish	Account Executive 1, Time Warner Cable Business Class	Manages Customer relations and coordinates sales activites.

1.4. Completed school district MEN Services within 2 years

Time Warner Cable has deployed MEN Services at the following school districts.

- Oak Park Unified School District
- Hemet School District
- Downey School District
- Hacienda School District
- LA Community City College
- San Jacinto Unified School District
- Coastline Community College District
- Los Alamitos School District
- Antelope Valley School District
- Los Angeles City Library

The dollar value of this project is **confidential** and will not be shared by Time Warner Cable.

1.4.1. Time Warner Cable Project Design Location

Name	Product	# of Circuits
ACRPS	Dedicated Fiber	21
Bonita USD	Dedicated Fiber	1
Green Dot USD	Dedicated Fiber	11
Green Dot USD	Dedicated Fiber	1
La Habra City Elementary USD	Dedicated Fiber	9
LACCD	Dedicated Fiber	3
Murrieta Valley USD	Dedicated Fiber	1
Orange USD	Dedicated Fiber	41
Paramount Unified	WAN	16
San Bernardino County Library	Metro Ethernet PTP and GigE Dedicated Internet	19
Saugus USD	Dedicated Fiber/WAN	13

1.4.2. Current school district MEN Services

NAME	Product Description	# of Circuits
**Various Cell Towers	Ethernet ITDM	**1100
4D College	Dedicated Fiber	1
Antelope Valley High School	WAN	14
Art Institute of California	Dedicated Fiber	1
Bert Corona Charter School	Dedicated Fiber	1
Bonita Unified School District	Dedicated Fiber	1
Camino Nuevo Unified School District	Dedicated Fiber	1
Camino Nuevo Unified School District	WAN	3
Carl Thorp School	Dedicated Fiber	1
Cathedral High School	Dedicated Fiber	1
CENIC - Antelope Valley College	Dedicated Fiber	1
CENIC - Citrus College	Dedicated Fiber	1
CENIC - LA Mission College	Dedicated Fiber	1
CENIC – Rio Hondo	Dedicated Fiber	1
CENIC – VCOE	Dedicated Fiber	1
Centinela Valley High School	Dedicated Fiber	1
Coastline College	Fiber	1
Coastline College District	WAN	3
Compton Unified School District	WAN	23
Conejo Valley Unified School District	WAN	32
Crossroads Elementary	WAN	3
Davinci School	Dedicated Fiber	1
Desert Sands Unified School District	Dedicated Fiber	3
Downey Unified School District	Dedicated Fiber	1
Downey Unified School District	WAN	22
Fenton Charter Schools	Dedicated Fiber	1
Fontana Library	Fiber	1
Gardena Valley School District	Dedicated Fiber	1
Golden West College	Dedicated Fiber	1
Grace Brethren	Dedicated Fiber	1
Granada Hills Charter High School	Dedicated Fiber	1
Hacienda La Puente Unified School District	Dedicated Fiber	1
Harvard Westlake Middle School	Dedicated Fiber	1
Harvard Westlake Middle School	Dedicated Fiber	1
Harvey Mudd College	Dedicated Fiber	1
Huntington Beach Union High School District	Dedicated Fiber	1
Inner City Educational Foundation	WAN	26
LA City Library	WAN	73
La Habra City Elementary Unified School District	WAN	9
LACCD	Dedicated Fiber	3
Lake Elsinore USD	Dedicated Fiber	1
Los Alamitos Unified School District	Dedicated Fiber	1
Los Alamitos Unified School District	WAN	12
Los Angeles City College	Dedicated Fiber	1
Los Angeles Community College District NE Campus	Dedicated Fiber	1
Louisville High School	Dedicated Fiber	1
Marymount High School	Dedicated Fiber	1
Menifee Union School District	Dedicated Fiber	1
Milliken High School	Dedicated Fiber	1
Moreno Valley Unified School District	Dedicated Fiber	1
Orange Coast College	Dedicated Fiber	1
OTIS College	Dedicated Fiber	1
OTIS College	WAN	3
Saint Elizabeth Schools	Dedicated Fiber	1
San Jacinto Unified School District	Dedicated Fiber	1
Sulphur Springs Unified School District	Dedicated Fiber	1
** Due to non-disclosure, TWC cannot be more specific.		

1.4.3. References

- **Los Alamitos Unified School District,** 10293 Bloomfield Street, Los Alamitos, CA 90720
  John Spiratos, Director of IT, (562) 799-4700 ext. 443, j_spiratos@losal.org, www.losal.org

- **Downey Unified School District,** 11627 Brookshire Ave., Downey, CA 90241
  Peter Mynar, IT Manager, 562.904.3532, pmynar@dusd.net, www.dusd.net

- **Walnut Valley Unified School District,** 800 S Lemon, Walnut, Ca 91789
  Brian Culross, IT, Tel: (909) 595-1261, bculross@walnutvalley.k12.ca.us

- **Greendot Schools,** 350 S Figueroa Street, Suite 213, Los Angeles, Ca 90071
  Emily Vaughn Henry, VP of Technology, 213 621-0276, Emily.henry@greendot.org

- **Coastline Community College District,** 11460 Warner Ave., Fountain Valley, CA 92708
  Josh Conry, jconry@cccd.edu, 714-241-6225, http://coastline.cccd.edu

1.5. Financial Information

Please use the following link for the most recent financial information: http://ir.timewarnercable.com.

1.6. Stop notices or litigation relating to MEN Services

N/A

1.7. Time Warner Cable Supports Education

http://www.timewarner.com/corp/newsroom/pr/0,20812,1622008,00.html

1.8. Time Warner Cable Supports the Community

http://www.timewarner.com/corp/citizenship/community/community_involvement/index.html

2. Project Plan & Methodology

- Time Warner Cable is awarded contract. Lakeland School District 272 signs and returns contract
- Post Sale/Pre-construction meeting between Lakeland School District 272 & Time Warner Cable Sales/Construction Staff
- Fiber optic construction begins
- Fiber optic construction ends within 45-90 days of signed contract which can vary based on City or County permits. Our goal is to complete by August 01, 2011.
- CPE installation
- Circuits turn-up and testing
- Lakeland School District 272 compliance and acceptance forms
- Billing commences

Network Architecture Overview -Overall TWC Transport & Infrastructure

The TWC Infrastructure has four (4) main layers. The Transit layer interconnects TWC Regional Layer ring networks with Tier 1 Internet Transit providers. The Metro layer is made up of the primary and in some cases secondary rings. These secondary rings are connected via a Distribution network to TWC customers. The Distribution Access Layer consists of Fiber (typically CWDM or Gigabit Ethernet) and/or Coax network components to deliver services to TWC customers.

The ringed transport design of the TWC network enables higher capacities, redundancy, scalability and reliability throughout the TWC regions. This infrastructure allows TWC the ability to provide carrier-class reliability and enables TWC the flexibility to seamlessly introduce new services in the Regional Ring layer.

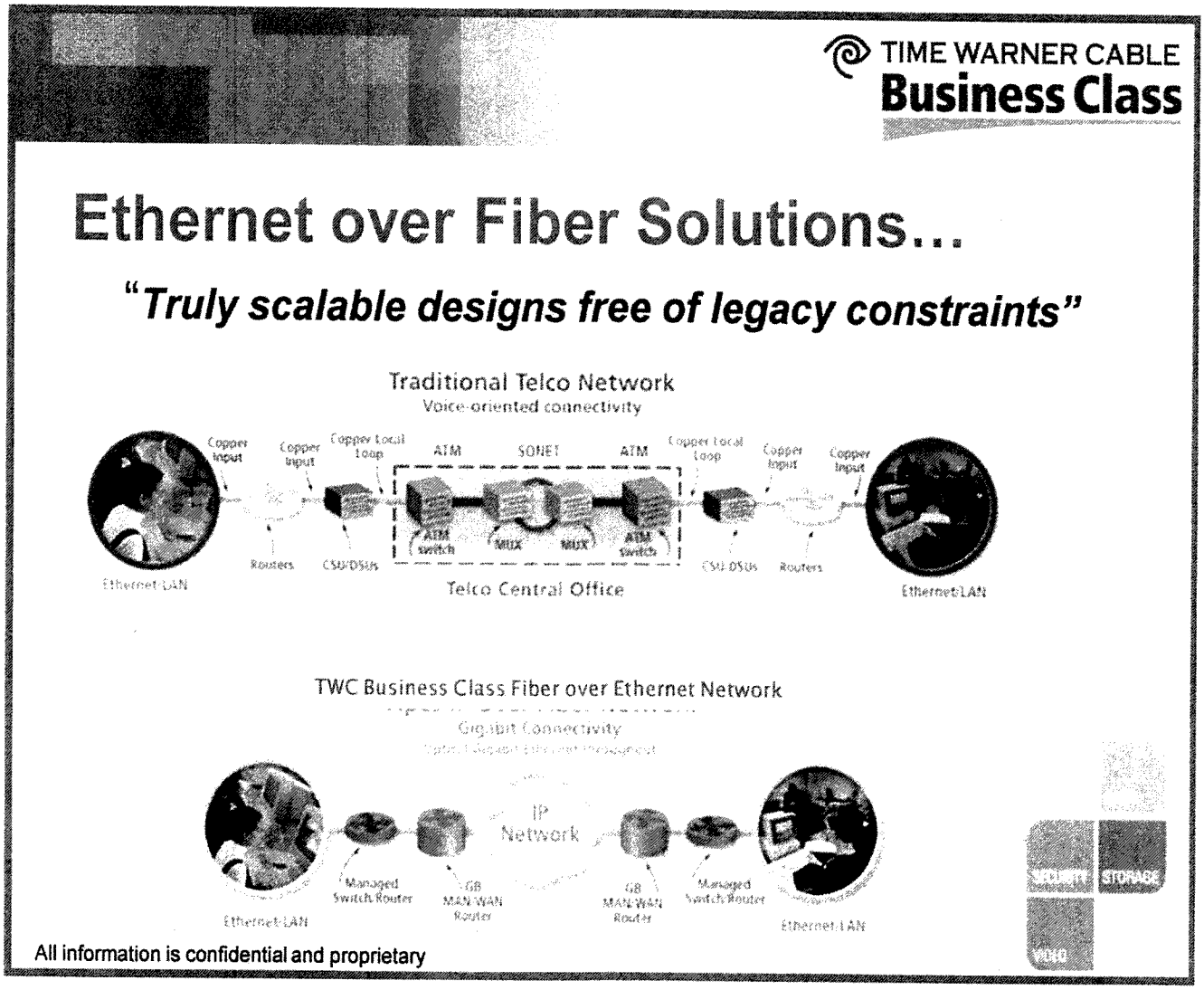
The TWC Regional Ring networks are reliable, scalable, and redundant fiber networks that use innovative transport technologies. The networks provide resilient transport of IP and Optical services throughout the regions, using Tier 1 partners. The Regional Ring Layer of the TWC architecture is built upon Dense Wave Division Multiplexing (DWDM). The DWDM optical platform provides the infrastructure, reliability, scalability and capacity necessary that for transport, Internet, data, video, and voice services.

The intent of the design of the infrastructure is to increase connectivity and capacity among regional TWC divisions, customers, TWC's transit providers, and the Internet. The Regional Rings are deployed in six regions: California, New York, Carolinas, Midwest, Ohio, and Texas. Many other states and regions are connected to these regional ring networks.

2.1. Deliverables

Option One

Metro-Ethernet solution: From Lakeland Junior High School (HUB) to all 11 WAN locations. TWC BC Services delivered over Fiber will provide 10 to 12Gbps connection at the HUB location, and 300/700/1000Mbps dedicated Symmetrical Ethernet Point-to-Point connections to the 11 sites.



3. Pricing Schedule

3-1 Voice Pricing for Post Falls School District 273

Voice BCP

$24.95 per line-Unlimited Dialed Direct Local (Zone 1, 2 and 3)-

Dialed Direct Intrastate and Interstate: . $.07 per minute

$29.95 per line-Unlimited Dialed Direct Local (Zone 1, 2 and 3)

-Unlimited Statewide

Dialed Direct Interstate: . $.05 per minute

$48.95 per line-Unlimited Dialed Direct Local (Zone 1, 2 and 3)-

-Unlimited Statewide

-Unlimited Nationwide

*Time Warner Cable does not charge: FCC Line Charge (aka Federal Subscriber Line Charge, Federally-Ordered Subscriber Line Charge, Federal Line Cost Charge, FCC Subscriber Line Charge, Customer Access Line Charge (CALC), Service Line Charge (SLC), and Subscriber Line Charge (SLC)). Depending on the carrier, the savings can be as much as $6-$8 per line.

Voice T-1 PRI:

Monthly Recurring Charge: $460.00 each – Unlimited Dialed Direct Local (Zone 1, 2 and 3)-

Block of 20 DID: $3.00 –

Block of 100 DID: $15.00 –

Dialed Direct Intrastate and Interstate is $.05 per minute

*Time Warner Cable does not charge: FCC Line Charge (aka Federal Subscriber Line Charge, Federally-Ordered Subscriber Line Charge, Federal Line Cost Charge, FCC Subscriber Line Charge, Customer Access Line Charge (CALC), Service Line Charge (SLC), and Subscriber Line Charge (SLC)). Depending on the carrier, the savings can be as much as $6-$8 per line.

Taxes and Surcharges are not included.

Our pricing is a bundled offering

3-2 Data Pricing for Lakeland School District 272

Ethernet Private Line Pricing

Name	Location	Speed	Cost	Speed	Cost	Speed	Cost
Lakeland Junior High School	15601 N. Highway 41, Rathdrum, Idaho					Aggregate	$1,340
Betty Kiefer Elementary	13898 N. Schooner Street, Rathdrum, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
John Brown Elementary	15574 N. Washington Street, Rathdrum, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	~~$1,340~~ 1340
Garwood Elementary	17506 N. Ramsey Road, Rathdrum, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Spirit Lake Elementary	32605 N. 5th Avenue, Spirit Lake, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Athol Elementary	6333 E. Menser Avenue, Athol, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Twin Lakes Elementary	5326 W. Rice Road, Rathdrum, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Timberlake Junior High School	5830 W. Blackwell Blvd., Spirit Lake, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Timberlake Senior High School	5973 W Highway 54, Spirit Lake, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Lakeland Senior High School	7006 W. Highway 53, Rathdrum, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Mt. View Alt. High School	7802 W. Main Street, Rathdrum, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	$1,340
Riverbend Professional Technical Academy	525 W. Clearwater Loop Road, Post Falls, Idaho	300Mbps	$1,140	700Mbps	$1,240	1000Mbps	~~$1,340~~
Due to the construction cost this is a five year agreement							

Internet Pricing

Name	Location	Speed	Cost	Speed	Cost		
Internet*		100Mbps	$3,060	300Mbps	$7,380	300Mbps+	Pricing available upon request

* Pricing based on individual site, all sites eligible

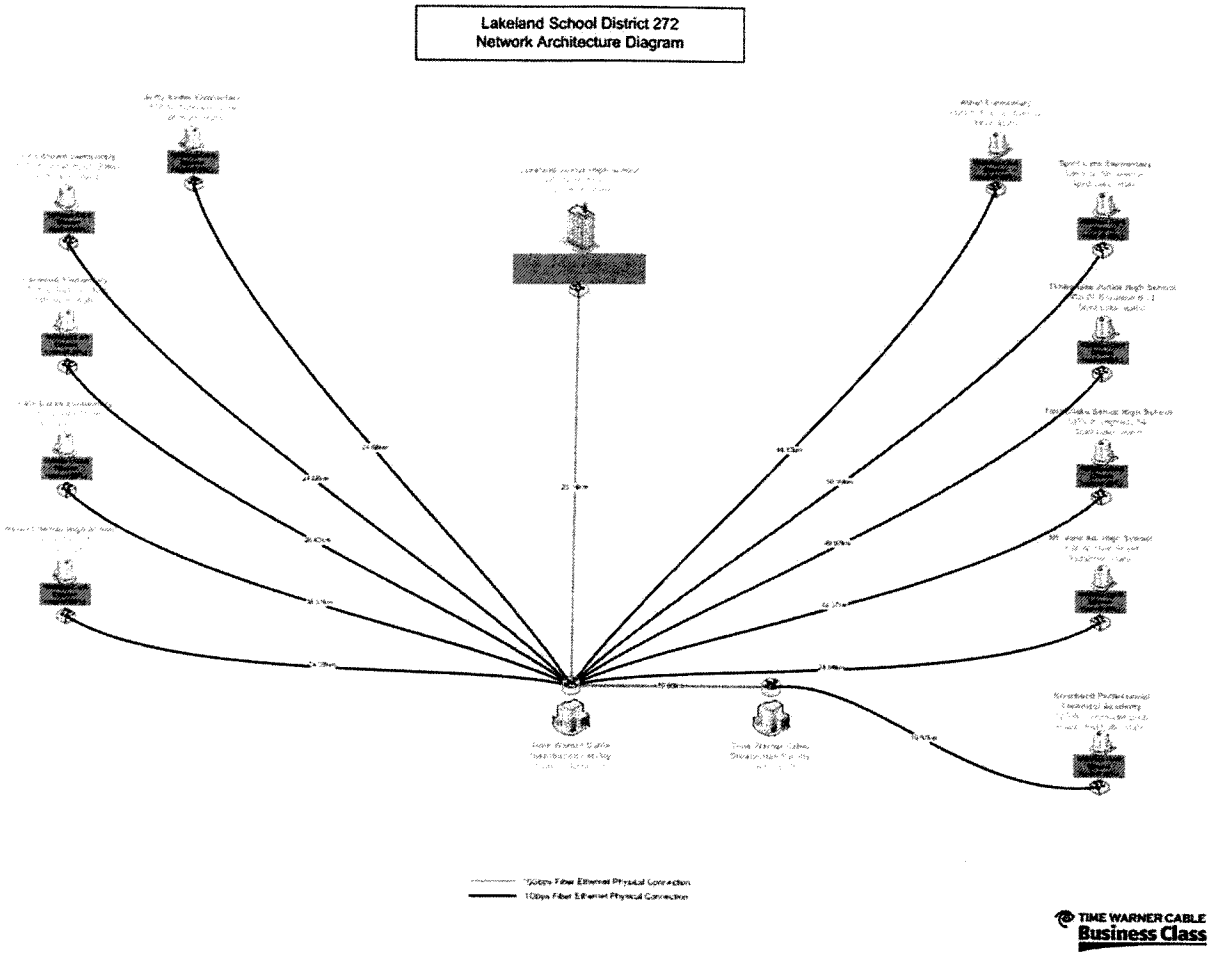
Prices are budgetary, based on verification of site surveys.

Taxes and Surcharges are not included.

Our pricing is a bundled offering

5 Data Network Design

TWC's proposed solution provides a dedicated 1Gbps Layer-2 fiber path from each location back to the TWC Distribution Facility, with a 20Gbps Layer-2 fiber path to the customer designated hub. At the Hub location, eleven (11) RJ-45 cables representing each Service Location will be handed to the Customer, along with one (1) RJ-45 cable for dedicated internet access (speed and site dependent upon customer selection). (Fiber hand-offs can be accommodated upon request at time of contract sign). The handoff at all Service Locations will be 1Gbps auto-negotiate.



6. Response to Requirements

If awarded the contract, Time Warner Cable understands and agrees to all E-Rate requirements and the needs of the Lakeland School District 272, including:

- All sites will have a minimum capable data connection to the Lakeland School District 272.
- There will be no additional monthly cost for bandwidth upgrades throughout the term of the contract barring equipment costs to the District (GBIC Only). TWC is responsible to obtain all necessary right of ways necessary to this project.
- During the term of this contract, any changes in the routing of the fiber cable due to city requirements (street widening, new underground cabling requirements, etc.) will be the responsibility of TWC at no expense to the District.
- TWC will guarantee a 4-hour response time on all network outages.
- The option provided is 5 year terms.
- All TWC BC CPE/handoff equipment in regards to the Network will be included.
- Installation costs are waived with term contract.
- Construction costs are waived with term contract.
- Maintenance on CPE handoff included in MRC.

7. Scope of Project

Scope of Project

1. We have provided the monthly (ongoing) cost for the project (see pricing schedule) and there will be no installation cost (one time) to Lakeland School District 272.

2. Network outage re-service should be coordinated with Lakeland School District 272 technical staff.

3. An uptime guarantee should be coordinated with Lakeland School District 272 technical staff.

4. An uptime guarantee of 99.97% or better shall be provided.

5. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.

6. All equipment necessary to provide this connectivity shall be provided by TWC.

7. All TWC equipment installed shall be under repair maintenance at no cost to Lakeland School District 272for the life of the contract agreement.

8. The project is 100% contingent on receipt of an approved Funding Commitment.

9. Decision Letter (FCDL) from USAC.

10. TWC acknowledges Lakeland School District 272 will consider pricing as well as vendor capability to meet the service needs of Post Falls School District 273. TWC acknowledges that although there are many areas of consideration, cost is weighed as the greatest factor.

8. Additional TWC Service Info:

MAJOR AND MINOR FAILURES

For purposes of this bid, a major failure is defined as a total disruption of service to any component of a given Metro Ethernet connection.

The vendor shall provide maintenance support, which guarantees four-hour on-site response time on all major system outages (during the hours of 8am to 5pm). The elapsed time for the above response time stipulation will be considered to be the interval between the actual placing of a call for service by Post Falls School District 273to the vendor's maintenance center, and the time the service is fully restored to normal operation (via remote dial-in or on-site presence).

Priority Level	Criteria	Response Timeframe	MTTR Goal	Minimum Ticket Update
Severity Sev 0	Extraordinary impact – catastrophic service outages affecting multiple customers	20 minutes to respond to customer with ticket #	ASAP (4 hours max.)	Constantly as milestones are met
Sev 1	Critical impact – Complete outage affecting multiple customers	20 minutes to respond to customer with ticket #	4 hours	Every 2 hours
Sev 2	High impact – Partial outage affecting multiple customers	1 hour	8 hours	Every 4 hours
Sev 3	Medium impact – Degraded service affecting multiple customers	2 hours	8 business hours	Every 4 business hours
Sev 4	Low impact – No direct user impact	1 business day	24 business hours	Every 8 business hours
Sev 5	Unknown impact – No supporting data to determine scope of impact	2 hours to identify supporting data or close ticket	2 hours	Every hour

ESCALATION

Resolution Threshold Escalation Schedule					
	Severity 0	**Severity 1**	**Severity 2**	**Severity 3**	**Severity 4**
Updates Required	*Constant*	*2 hours*	*4 hours*	*4 business hours*	*8 business hours*
Resolution Required	*ASAP*	*4 hours*	*8 hours*	*8 business hours*	*24 business hours*
1st Notification (RDC Mgr)	Immediate	Discretion of Engineer, however text notification will be delivered at the 2 hour marker	Discretion of Engineer, however text notification will be delivered at the 4 hour marker	Discretion of Engineer, however text notification will be delivered at the 4 business hour marker	Discretion of Engineer, however text notification will be delivered at the 8 business hour marker
2nd Notification (Operations Engineering)	Immediate	3 hours	6 hours	8 business hours	24 business hours
3rd Notification (Operations Engineering)	Immediate	Discretion of Engineer, however Operations Engineering will be pulled in at the 3rd notification marker	Discretion of Engineer, however Operations Engineering will be pulled in at the 3rd notification marker		
4th Notification (Director of Operations)	Immediate	4 hours	8 hours	16 business hours	48 business hours
5th Notification (Operations VP)	Immediate	8 hours	16 hours	32 business hours	96 business hours

9. Appendix A – Service Level Agreement

10.1 Service Level Agreement

This appendix contains the Service Level Agreement (SLA) that defines the performance criteria and performance objectives to which Time Warner Cable and TWC Business Class will be held accountable for the Dedicated Access service. The purpose of the SLA is to convey a sense of quality for the Dedicated Access product to the customer and affirm commitment for the product.

10.2 Network Latency

Latency is the time delay experienced between a local computer/device generating a Layer 3 ICMP 64 byte ping message and receiving a response from the targeted remote computer/device. It is normally expressed in milliseconds (thousandths of a second). Latency is measured on a local-metro-divisional basis and regional basis.

No SLA is offered for IP packets traversing the public Internet. (Defined as the RRCS Headend router interface connecting to the Tier 1 provider, ADTN or Level3, and beyond). For Internet Access, the TW Cable/TWC network is an extension of the public Internet.

RRCS will measure latency using a standard 64 byte ping from one network device to a second network device in a round trip fashion. The ping test shall be conducted every 5 minutes for 24 hours for an entire month to constitute the measurement period.

A month is defined as 30 days times 24 hours for a total of 720 hours. Pinging every five minutes produces 12 pings per hour, 288 pings per day and 8,640 pings per month.

Latency will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Latency Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding on average to qualify for non-standard performance.

- Latency
  - Metro
    - 40 ms
  - Inter-Regional
    - 60 ms

The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

Network Latency will apply to both Internet Access and Private Line within the Divisional Ring architecture.

10.3 End-to-End Network Availability

End-to-End Network Availability is defined as the total number of minutes in a billing month during which a TWC Commercial Services Ethernet service is available to exchange data between the two Customer end points, or a Customer end point and the router connecting TWC Commercial Services to the Tier 1 provider, divided by the total number of minutes in a billing month expresses as a percentage. A billing month has 43,200 minutes.

End-to-End Network Availability is calculated as the total number of minutes during a calendar month when a specific customer connection and local access arrangements are available to exchange data between two or more customer end points with the same type of service, divided by the total number of minutes for that month.

End-to-End Network Availability covering Type 1 (On-Net) access is 99.95% that translates to 21.6 minutes per month of down time outside the maintenance window(s) for Layer 2 Ethernet transport services.

The calculation of End-to-End Network Availability commences after the Customer opens a Trouble Ticket with TWC Commercial Services CSC and is based on the availability of the service during the service monthly billing period in which the Customer opens the Trouble Ticket. Network outages do not include periods of service degradation, such as slow data transmission. Network availability is calculated on reported outages outside the maintenance window(s).

Availability will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Availability Report issued by the BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding

- Metro
  - 99.97%
- Intra-Regional
  - 99.97%
- Inter-Regional
  - 99.97%

Availability on average to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

Availability will apply to both Internet Access and Private Line within the Divisional Ring architecture and Regional Ring architecture.

10.4 Packet Loss

Packet loss describes an error condition in which data packets appear to be transmitted correctly at one end of a connection, but never arrive at the other.

Packet Loss is the average ratio of total packets that are sent to those that are received. Ratios are based on packets that are transmitted from a network origination point and received at a network destination point.

Packet Loss will be measured as an average measurement over the month, beginning on the first of each month, to determine the performance of the network based upon the Packet Loss Report issued by the

BOSS Team. The SLA will be determined to be non-compliant if there is a period of four (4) consecutive hours or more in a 24 hour period (day) with BOSS measurements exceeding

- Metro
  - .1%
- Intra-Regional
  - .15%
- Inter-Regional
  - .2%

Packet Loss on average between Time Warner Hubs to qualify for non-standard performance. The customer must open a trouble ticket with the CSC in order to qualify for the credits issued for a non-compliant SLA performance.

10.5 Credits

Credits will be issued to customers from the billing agent (Division) who have opened trouble tickets with the CSC and are found to have valid claims for a non-compliant SLA. Credits will be issued for each four (4) hour block of time the service was not in compliance. For example, a $5,000 a month service is out of SLA compliance for four hours. Each month is considered for Credits to have 30 days. Therefore, the month has 720 hours. Each hour is worth $6.94. Therefore, a four hour outage is eligible for a $27.76 credit.

For clarification a five (5) hour outage qualifies for two (2) four (4) hour blocks. Using the example above a five (5) hour outage would yield a credit of $55.52. Similarly, a nine (9) hour outage would yield a credit of $83.28 or three (3) four hour blocks at $27.76 each.

10.6 Routine Network Maintenance

TWC/RR will perform Routine Network Maintenance for backbone improvements and preventive maintenance. TWC/RR will provide ten (10) days notice of all routine maintenance to the customer's designated point of contact. For urgent maintenance, TWC/RR shall notify the customer as soon as is commercially practical under the circumstances. Loss, damages, or degradation of services incurred by such an outage will not be applicable for compensation.

10.6.1 Routine Maintenance Windows

TWC/RR maintenance can be classified into two distinct categories: Routine Network Maintenance and Routine IT Maintenance.

10. Appendix B – Time Warner Cable Business Class Erate Service Order

TIME WARNER CABLE
Business Class

Service Agreement
Terms and Conditions

This Business Class Service Agreement, including all attached Work Orders and additional Terms and Conditions that are incorporated herein by this reference ("Service Agreement"), dated _____ (the "Effective Date"), is between customer identified below ("Customer") and Time Warner Cable ("TWC or Operator").

Time Warner Cable Information

Time Warner Cable Business Class

Street:
City:
State:
Zip Code:

Contact:
Phone:
Cell Phone:
Fax:

SPIN Number: 143028901

Customer Information

Customer Name **Account Number** **Federal Tax ID**

Billing Address

Authorized Contact **Phone** **Fax**

Billing Contact **Phone** **Fax**

Customer Address(s)

Service Agreement

THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO. BY SIGNING THIS TIME WARNER CABLE BUSINESS CLASS SERVICES AGREEMENT WHERE INDICATED BELOW, CUSTOMER ACKNOWLEDGES THAT (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL SUCH TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable	Authorized Signature for Customer
Printed Name and Title	Printed Name and Title
Date Signed	Date Signed

TIME WARNER CABLE
Business Class

Business Class Customer Service Order

Account Executive:
Phone:
Cell Phone:
Fax:
Email:

Customer Information		
Business Name		**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
Billing Address		**Account Number**
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**

PRI Trunk Service Order Information

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3

Dedicated Internet, Metro Ethernet, and Private Line Service Order Information

Site Name	Address Location	Location Type	Service Description / Bandwidth (List all Services for Each Location)	Customer Requested Due Date

Service Category		Monthly Recurring Charges	Non-Recurring Charges	Initial Term
PRI Services		$	$	
Dedicated Internet / Metro Ethernet		$	$	
Cable Television		$	$	
Teleworker		$	$	
			$	
*Gross Total		$	$	
Less E-Rate Discount	%	($)		
Less CTF Discount	%	($)		
*Net Total		$		

* Monthly Recurring Charges include installation, construction, permits, monitoring, and management of all TWC Equipment as provided more specifically in the Agreement, but do not include any applicable use, sales and other taxes and governmental charges.

Special Terms

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

The Agreement shall be renewable as provided in the attached Terms and Conditions. Agreement term and corresponding monthly billing will commence on actual service installation date. This Agreement locks in the rate for the Time Warner Cable Business Class services for the Initial Term. Cable television and Teleworker services are subject to annual price changes.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable	Authorized Signature for Customer
Printed Name and Title	Printed Name and Title
Date Signed	Date Signed

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Time Warner Cable Business Class Services Agreement
Terms and Conditions

1.0 AGREEMENT.

The Time Warner Cable Business Class Services Agreement executed by the parties and these Terms and Conditions, including all documents incorporated herein by reference (collectively referred to as the "Agreement") set forth the entire agreement between the Customer and TWC and together with Customer, (the "Parties" or each individually a "Party") for the delivery and use of and payment for the services ("Services") identified on an Order(s) (as defined in Section 2.2 below) and further described on the applicable attachments to this Agreement (including Attachment A (National Teleworker Service and Branch Office Connectivity Service), Attachment B (Cable TV Service), Attachment C (Business Class Phone Service), Attachment D (Metro Ethernet Solutions/Dedicated Access Service)).

2.0 SERVICES AND ORDERS.

2.1 Subject to the terms and conditions of this Agreement (including, without limitation, Customer's compliance with its obligations set forth in Section 5), TWC shall provide Customer with the Services, pursuant to and in conformance with any Order accepted in accordance with Section 2.2 below during the Term (as defined in Section 6 below). Customer understands and agrees that certain Services may not be available in all TWC service areas and that TWC, upon entering into an Order with Customer may, at its own discretion, utilize one or more of its affiliates or another party or parties to deliver the applicable Service. Unless otherwise set forth on an applicable Attachment, TWC shall use commercially reasonable efforts to provide each Service identified in an Order seven (7) days a week, twenty four (24) hours a day, excluding scheduled maintenance, required repair and events beyond TWC's reasonable control.

2.2 Customer shall request Services hereunder by issuing to TWC one or more proposed service and/or work order(s) (each an "Order") pursuant to this Agreement (in the form provided or approved by TWC) or via a mutually agreed electronic order entry system. Upon TWC's acceptance of a proposed service and/or work order(s), such proposed service and/or work order(s), shall be deemed an "Order" hereunder and shall be deemed incorporated into this Agreement. A proposed service and/or work order shall be deemed accepted upon the earlier of (a) TWC's acceptance of such proposed service and/or work order in writing; or (b) TWC's commencement of delivery of the Service(s) set forth in such proposed service and/or work order. As of the date an Order is agreed to by Customer, Customer is deemed to have ordered the Services and approved of TWC's initiation of the installation and construction process. Customer's termination rights thereafter shall be as set forth in Section 11 below, provided that if a site survey has not been completed by TWC as of the date of an Order and the site survey, once completed, reveals that the construction costs will require an increase in the non-recurring or recurring fees set forth on an Order, either Party (TWC or the Customer) may cancel the Order, without obligation.

3.0 SERVICE & EQUIPMENT INSTALLATION.

Customer shall obtain and maintain, or ensure that each Customer employee or branch office to whom the Service will be provided, or who shall use the Service, as applicable (each an "End User"), shall obtain and maintain, throughout the Term such consents (including without limitation landlord and land owner consents) as are necessary to timely permit, and shall timely permit, TWC personnel to install, deliver, operate and maintain the Service and TWC Equipment (as defined in Section 4 below) as contemplated herein at Customer's and any Customer End User's facilities. Customer shall permit TWC reasonable access to the Customer and any End User facilities at any time as needed to install, configure, upgrade, maintain or remove the TWC Equipment and other Service components collocated at Customer's or an End User's facilities. Customer shall make and maintain throughout the Term all reasonable site preparations necessary to permit the installation, maintenance and operation of the Service and any TWC Equipment as specified by TWC and that is required to provide the Services hereunder. In addition, Customer will provide TWC with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of TWC Equipment at the Customer locations identified in an Order, for the term of the applicable Order. Customer shall not charge TWC, and shall ensure that TWC does not incur, any fees or expenses whatsoever in connection with Customer's provision of space, power, or access as described herein, or otherwise in connection with Customer's performance of its obligations pursuant to this Section 3; and any such fees or expenses charged by a Customer End User shall be borne solely by Customer. Provided that Customer properly performs all necessary site preparation and provides TWC with all required consents, TWC shall use commercially reasonable efforts to install the Service in accordance with the requested Service start date indicated on an Order. TWC shall provide Customer with a completion notice ("Completion Notice") upon completion of the installation of a Service. In the event that TWC is unable to install the Service in accordance with the agreed upon schedule as a result of (i) Customer's (or its End User's) failure to deliver any required materials, support or information to TWC; or (ii) TWC not being able to obtain access to equipment or software at the installation location as necessary for installation of the Service, then Customer shall pay TWC the standard installation fee as identified on the applicable Attachment hereto for any installation trip made by TWC and an additional installation fee for each subsequent trip necessitated to perform the Service installation. Interconnection of the Service and TWC Equipment with Customer's or an End User's, as applicable, equipment will be performed by Customer unless otherwise agreed in writing between the Parties. With respect to any Services for which Customer will seek any discounts under the E-Rate Program administered by the Schools and Libraries Division of the Universal Administrative Company (USAC) or the California Teleconnect Fund ("E-Rate Discounts"), Customer acknowledges that TWC will not begin installation of any Equipment or otherwise incur costs to provide such Services under this Agreement unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable E-Rate Discounts or (ii) Customer elects to pay the Gross Monthly Service Charges set forth on the Order in full.

4.0 SUPPORT & MAINTENANCE.

TWC shall use commercially reasonable efforts to maintain the TWC-provided and installed equipment, including as applicable, any cabling, cable modems, related splitters, routers or other items, (collectively, the "TWC Equipment") on TWC's side of the demarcation points used by TWC to provide the Service. Notwithstanding any contrary provision set forth in this Agreement, equipment and services on Customer's side of the demarcation points, as well as any other

Customer-provided equipment, are the responsibility of Customer. TWC shall provide a telephone number and email address for inquiries and remote problem support for the Service. All such Customer support shall be provided only to Customer's designated personnel, as mutually agreed upon by TWC and Customer. Customer is responsible for all communications and interfaces with its End Users. In no event shall TWC be responsible for providing support for any network, equipment or software not provided and installed by TWC under this Agreement or for issues or problems beyond its control. Notwithstanding anything to the contrary in the foregoing, TWC shall use commercially reasonable efforts to restore any cable cuts on the TWC network and shall keep Customer reasonably advised of such restoration progress. Customer agrees to provide routine operational Service support for TWC Equipment and Service components collocated at Customer's or an End User's facility, including without limitation by performing reboots, as requested by TWC.

5.0 **CUSTOMER OBLIGATIONS.**

5.1 Customer's use of the Service (including all content transmitted via the Service) shall comply with all applicable laws and regulations and the terms of this Agreement. Customer agrees not to resell or redistribute (whether for a fee or otherwise) the Service, or any portion thereof, or make any use of the Service other than for Customer's internal business purposes, unless otherwise agreed in writing by TWC. Customer shall ensure that its End Users' use of the Service, if any, shall comply with all applicable laws and regulations and any applicable Terms of Use (which are incorporated herein by this reference). "Terms of Use" means all applicable Service policies, including without limitation acceptable use policies, terms in the Attachments to this Agreement, and other terms and conditions established by TWC and available on the TWC web site, www.twcbc.com/legal, as may be modified from time to time by TWC, at its sole discretion. TWC may audit Customer's use of the Service remotely or otherwise, to ensure Customer's compliance with this Agreement.

5.2 Customer shall ensure that all TWC Equipment at Customer's and Customer's End Users' facilities remains free and clear of all liens and encumbrances and Customer shall be responsible for loss or damage to the TWC Equipment while at Customer's or an End User's facilities. As between the Parties, Customer is solely responsible for (a) all use (whether or not authorized) of the Service by Customer, an End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Agreement; (b) all content that is viewed, stored or transmitted via the Service, as applicable; and (c) all third party charges incurred for merchandise and services accessed via the Service, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by TWC from time to time.

6.0 **TERM.**

The Agreement shall commence on the date of full execution by the Parties (the "Effective Date") and shall remain in effect for an initial term as set forth on the initial Order (the "Initial Term"). Unless terminated earlier in accordance with the provisions stated herein, upon the expiration of the Initial Term this Agreement shall automatically renew on a month-to-month basis, unless either Party notifies the other Party at least thirty (30) days prior to the expiration of the then-current Term of such Party's intent not to renew (the Initial Term and any renewal term collectively referred to as the "Term"). If an Order Term (as set forth in an applicable Order)

extends beyond the expiration of the Term, then this Agreement and the respective Order(s) will continue in effect until the expiration or termination of the applicable Order Term, but only as to the applicable Order(s), and subject to the termination rights of TWC and Customer under this Agreement.

7.0 PAYMENT.

For each Service, Customer agrees to pay TWC the non-recurring Service installation fees and monthly recurring Service fees (collectively the "Service Charges") set forth on the applicable Order in accordance with the following payment terms: Service Charges will be billed to Customer on a monthly basis, in accordance with TWC's regular billing schedule, and are payable within thirty (30) days after the date appearing on the invoice. If Customer and any Services purchased under this Agreement are eligible for E-Rate Discounts, as a courtesy to Customer, TWC will submit invoices to Customer net of E-Rate Discounts and bill the balance to the government agencies administering the E-Rate Discounts, all as set forth on the applicable Order. Customer shall provide to TWC satisfactory evidence of the continuation of each E-Rate Discount for each year of the Initial Term. If TWC does not receive such confirmation, then TWC shall have the right to bill the Gross Monthly Service Charges to Customer. TWC shall have the right to increase Service Charges for each Service after the initial Order Term for such Service upon thirty (30) days advance written notice to Customer. TWC may charge a standard late fee for any amounts which are not paid when due, which amount shall not exceed one percent of the monthly Service Charges or the highest rate chargeable by law. Customer shall also be responsible for all costs of collection (including reasonable attorneys' fees) to collect overdue amounts. If TWC fails to present an invoice in a timely manner, such failure shall not constitute a waiver of the charges for the fees to which it relates and Customer shall pay such invoice as required in these payment terms.

8.0 TAXES.

Customer shall pay all federal, state, and local taxes, fees, charges, surcharges or similar exactions imposed on the Services and/or products that are the subject of this Agreement including but not limited to state and local sales and use taxes, telecommunications taxes, federal and state universal service fund fees and/or state and local regulatory fees to the extent applicable. TWC shall have the right to recover from Customer the amount of any state or local fees or taxes arising as a result of this Agreement, which are imposed on TWC or TWC's services, or measured on TWC's receipts. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice. TWC shall be responsible for and shall pay all taxes measured by TWC's net income. To the extent that a dispute arises as to which Party is liable for fees or taxes under this Agreement, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon TWC's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on TWC's net income. Customer shall be responsible for providing TWC any and all documentation substantiating a claim for exemption from taxes or fees prior to the date that Services are first provided under this Agreement. To the extent such documentation is held invalid for any reason, Customer agrees to reimburse TWC for any tax or fee liability including without limitation related interest and penalties arising from such invalid documentation.

8.1 Unless otherwise set forth in an Order, Customer represents and warrants that Customer's use of the Services shall be such that the Service shall be deemed jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed use "10% Rule" (47 C.F. R. 36.154, 4 FCC Red. 1352), and shall notify TWC in the event of breach or threatened breach of the foregoing. If, as a result of Customer's use of the Service, the Service is deemed not to be jurisdictionally interstate pursuant to the 10% Rule, then Customer will be liable for any resulting fees, fines, penalties and costs incurred by TWC. In addition, if TWC determines that Customer's use of the Service is likely to be deemed not to be jurisdictionally interstate, and therefore that TWC's provision of the Services is likely to put TWC's franchises, licenses, permits or business at risk, or otherwise cause regulatory problems for TWC, then TWC may immediately suspend the provision of Services under all affected Service Orders until such time as either (a) Customer provides TWC with satisfactory assurances that Customer's use of the Services shall be deemed to be jurisdictionally interstate or (b) TWC is otherwise brought into full compliance with any applicable laws and regulations.

8.2 Customer acknowledges that currently, and from time to time, there is uncertainty about the regulatory classification of some of the Services TWC provides and, consequently, uncertainty about what fees, taxes and surcharges are due from TWC and/or its customers. Customer agrees that TWC has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, and/or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding TWC's collection or remittance of such fees, taxes and surcharges. Customer understand that it may obtain a list of the fees, taxes and surcharges that TWC currently collects or passes through by writing to TWC at the following address and requesting same: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

9.0 **PROPRIETARY RIGHTS AND CONFIDENTIALITY.**

(a) TWC's Proprietary Rights. All materials including, but not limited to, any TWC Equipment (including related firmware), software, data and information provided by TWC, any identifiers or passwords used to access the Service or otherwise provided by TWC, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by TWC to provide the Service (collectively "TWC Materials") shall remain the sole and exclusive property of TWC or its suppliers. Customer shall acquire no interest in the TWC Materials by virtue of the payments provided for herein. Customer may use the TWC Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify or distribute the TWC Materials, in whole or in part, or use them for the benefit of any third party. All rights in the TWC Materials not expressly granted to Customer herein are reserved to TWC. Customer shall not open, alter, misuse, tamper with or remove the TWC Equipment as and where installed by TWC, and shall not remove any markings or labels from the TWC Equipment indicating TWC (or its suppliers) ownership or serial numbers. (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the TWC Materials and any other information and materials provided by TWC in connection with this Agreement, including but not limited to the content of this Agreement, that are identified or marked as confidential or are

otherwise reasonably understood to be confidential. (c) Software. If software is provided to Customer hereunder, TWC grants Customer a limited, non-exclusive and non-transferable license to use such software, in object code form only, solely for the purpose of using the Service for Customer's internal business purposes during the Term.

10.0 MONITORING, EQUIPMENT UPGRADES AND MODIFICATIONS.

TWC shall have the right, but not the obligation, to upgrade, modify and enhance the TWC Equipment (including related firmware) and the Service and take any action that TWC deems appropriate to protect the Service and its facilities. TWC also shall have the right to add to, modify or delete any provision of the Terms of Use. TWC will notify Customer of any material adverse change in the Terms of Use or Service descriptions by posting notice of such change on the TWC web site or by email, or, if applicable, in the appropriate TWC tariff. In any event, if TWC modifies the Terms of Use and such modification has a material adverse impact on Customer's ability to use the Service, Customer may, within the thirty (30) day period following the date of such modification, terminate without penalty the portion of the Order relating to the affected Service.

11.0 TERMINATION.

Either Party may terminate an applicable Order (a) upon thirty (30) days written notice of the other Party's material breach, provided that such material breach is not cured within such thirty (30) day period, or (b) immediately, in the event that the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debtors, initiates any proceeding seeking general protection from its creditors, is removed or delisted from a trading exchange or its long term debt is downgraded more than two levels from its rating as of the Effective Date. In addition, in the event that Customer fails to comply with any applicable laws or regulations, the terms of this Agreement or the Terms of Use, TWC may upon thirty (30) days written notice suspend or discontinue any applicable Service in whole or in part without further notice, provided that such failure is not cured within such thirty (30) day period. In addition, TWC may immediately suspend Customer's or its End User's use of the Service if such use is determined by TWC, at its sole discretion, to be resulting in a material degradation of the TWC network, until such time as such degradation has been remedied. TWC will use commercially reasonable efforts to assist Customer in remedying such degradation. In the event of a suspension, TWC may require the payment of reconnect or other charges before restarting the suspended Service. Upon the termination or expiration of this Agreement or Order(s) hereunder: (i) TWC's obligations hereunder shall cease; (ii) Customer promptly shall pay all amounts due and owing to TWC for Service delivered prior to the date of termination or expiration and any applicable deinstallation fees identified in Order(s), if any; (iii) Customer promptly shall cease all use of any software provided by TWC hereunder, and shall return such software to TWC; and (iv) Customer shall return to TWC or permit TWC to remove, in TWC's discretion, the TWC Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the reasonable and documented costs of the repair or replacement, at TWC's discretion, of any TWC Equipment not returned in accordance with this Section 11. In addition, notwithstanding anything to the contrary herein, upon early termination of an Order by Customer for any reason other than as set forth in Section 11(a) or 11(b) above or by TWC for any reason set forth in Section 11(a) or 11(b) above, Customer shall promptly pay TWC a

termination fee equal to the Gross Monthly Service Charges set forth on the Order that would have been due for the remainder of the Initial Term or the then-current renewal term. The foregoing shall be in addition to any other rights and remedies that TWC may have under this Agreement or at law or equity relating to Customer's material breach.

12.0 **INDEMNIFICATION.**

Customer agrees to defend, indemnify and hold harmless TWC, its affiliates, its service providers and suppliers and their respective officers, directors, employees and agents, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, arising out of or relating to (a) the use of the Service, including but not limited to a breach of Section 5 herein; or (b) personal injury or property damage caused by the negligence or willful misconduct of Customer or its employees or agents; (c) any fees, fines or penalties incurred by TWC as set forth in Section 8.1 herein; or (d) breach of the terms governing any use of music service provided as part of the Service.

13.0 **DISCLAIMER OF WARRANTY.**

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND USES THE SAME AT ITS OWN RISK. TWC EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND TWC EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE, TWC EQUIPMENT AND TWC MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY TWC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. TWC DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATE OR INFORMATION OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME, EXCEPT AS SET FORTH IN THIS AGREEMENT. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR AN END USER'S COMPUTER SYSTEM OR EQUIPMENT (INCLUDING NETWORK EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR THAT RESULTS FROM, CUSTOMER'S OR ITS END USERS USE OF THE SERVICE INCLUDING, BUT NOT LIMITED TO CUSTOMER'S OR END USER'S SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES

THAT TWC'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT AND TWC DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

14.0 **LIMITATION OF LIABILITY.**

IN NO EVENT SHALL TWC BE LIABLE TO CUSTOMER, AN END USER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER TWC HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TWC'S AGGREGATE LIABILITY FOR ANY REASON AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT PRODUCT LIABILITY) SHALL BE LIMITED TO THE FEES PAID OR OWED BY CUSTOMER UNDER THE ORDER THAT IS THE SUBJECT MATTER OF THE CLAIM IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES. IN NO EVENT SHALL TWC'S AFFILIATES, THIRD PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY TO CUSTOMER HEREUNDER.

15.0 **DISCLOSURE OF CUSTOMER INFORMATION.**

Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act (the "Telecommunications Act"), the Federal Cable Communications Act (the "Cable Act"), the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in the Subscriber Privacy Notice provided by TWC in writing, and, if applicable, in TWC's tariff, which are incorporated herein by reference. Customer acknowledges receipt of the Subscriber Privacy Notice. In addition to the foregoing, Customer hereby acknowledges and agrees that TWC may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers ("ARIN") or any similar agency, or in accordance with TWC's Subscriber Privacy Notice or, if applicable, tariff. In addition, TWC shall have the right (except where prohibited by law notwithstanding Customer's consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

16.0 **FORCE MAJEURE.**

Notwithstanding anything to the contrary contained herein, a Party shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of

God, terrorism, flood, fiber cuts, natural disaster, regulation or governmental acts, fire, civil disturbance, weather, or any unauthorized access to or destruction or modification of the Service, in whole or in part (each a "Force Majeure Event"). Notwithstanding anything to the contrary herein, Customer may terminate the affected Order(s) in its entirety and without penalty if a Force Majeure Event continues for more than thirty (30) consecutive days and prevents TWC from delivering the Service subject to such Order(s).

17.0 REGULATORY AND LEGAL CHANGES, POLE ATTACHMENT AND CONDUIT CHARGES, TARIFFS.

In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in universal service fees or other government- or quasi-government-imposed charges that increases the costs or other terms of TWC's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by TWC in providing the Service, Customer acknowledges and agrees that TWC may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase, provided TWC notifies Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the fees or charges due by Customer hereunder for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without incurring termination liability, provided Customer notifies TWC at least fifteen (15) days in advance of Customer's requested termination date. Further, in the event that TWC is required to file tariffs or rate schedules with a regulatory agency or otherwise publish its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, and TWC is required under applicable law to apply those rates to Customer's purchase of Service under this Agreement, then the terms set forth in the applicable tariff or rate schedule shall govern TWC's delivery of, and Customer's use or consumption of the Service. In addition, if TWC determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then TWC may terminate this Agreement as to any or all of the Service and may terminate any affected Orders, without liability by giving Customer thirty (30) days prior written notice or any such notice as is required by law or regulation applicable to such determination.

17.1 This Agreement, its Attachments and the Order(s) are subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which TWC provides the Services. If any provision of this Agreement, its Attachments, or the Order(s) contravene or are in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of this Agreement, its Attachments, and/or the Order(s). If the relevant law or regulation applies to some but not all of the Service(s) being provided hereunder, then such law or regulation will take priority over the relevant provision of this Agreement, its Attachments, and the Order(s) only for purposes of those Service(s) to which the law or regulation applies. Except as explicitly stated in this Agreement, nothing contained in this Agreement shall constitute a waiver by TWC of any rights under applicable laws or regulations pertaining to the installation, operation, maintenance or removal of the Services, facilities or equipment.

18.0 ENTIRE AGREEMENT.

This Agreement, including without limitation all Attachments that are attached hereto and incorporated herein by this reference, sets forth the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous written or oral agreements or representations between the Parties with respect to such subject matter.

19.0 **ORDER OF PRECEDENCE.**

Each Service shall be provisioned pursuant to the terms and conditions of this Agreement. In the event that TWC permits a Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Attachment or Order are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

20.0 **COMPLIANCE WITH LAWS.**

As between the Parties, TWC will obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to TWC's operation and provision of the Services as contemplated herein, and Customer will obtain and maintain at its own expense all license, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated herein. Unless specified otherwise in this Agreement, each Party will give all notices, pay all fees and comply with all laws, ordinances, rules and regulations relating to its performance obligations specified herein.

21.0 **ARBITRATION.**

EXCEPT FOR CLAIMS FOR INJUNCTIVE RELIEF, AS DESCRIBED BELOW, ANY PAST, PRESENT, OR FUTURE CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, INCLUDING, IF APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR THE RESOLUTION OF CONSUMER RELATED DISPUTES. CONSOLIDATED OR CLASS ACTION ARBITRATIONS SHALL NOT BE PERMITTED. THE ARBITRATOR OF ANY DISPUTE OR CLAIM BROUGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT HAVE THE POWER TO AWARD INJUNCTIVE RELIEF; INJUNCTIVE RELIEF MAY BE SOUGHT SOLELY IN AN APPROPRIATE COURT OF LAW. NO CLAIM SUBJECT TO ARBITRATION UNDER THIS AGREEMENT MAY BE COMBINED WITH A CLAIM SUBJECT TO RESOLUTION BEFORE A COURT OF LAW. THE ARBITRABILITY OF DISPUTES SHALL BE DETERMINED BY THE ARBITRATOR. JUDGMENT UPON AN AWARD MAY BE ENTERED IN ANY COURT HAVING COMPETENT JURISDICTION. IF ANY PORTION OF THIS SECTION IS HELD TO BE UNENFORCEABLE, THE REMAINDER SHALL CONTINUE TO BE ENFORCEABLE

22.0 **MISCELLANEOUS.**

This Agreement shall be governed and construed in accordance with the laws of the State of California. In the event that any portion of this Agreement is held to be invalid or unenforceable,

the invalid or unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein and the remainder of this Agreement shall remain in full force and effect. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Customer may not assign this Agreement without the prior written consent of TWC, and any assignment in violation of this Section shall be null and void. TWC may assign its rights and obligations under this Agreement including, without limitation, in whole or in part, to any affiliate without the prior written approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of TWC herein may accrue to, or be fulfilled by, any affiliate, as well as by TWC and/or its subcontractors. Customer may not issue a press release, public announcement or other public statements regarding this Agreement without TWC's prior written consent. Excluding any third party claims, claims under this Agreement must be initiated not later than two (2) years after the claim arose, except with respect to claims by Customer relating to Service Charges, which must be initiated not later than six (6) months after the claims arose. There are no third party beneficiaries to this Agreement. The Parties to this Agreement are independent contractors. Any notice under this Agreement shall be given in writing and shall be deemed to have been given when actually received by the other Party. Notices shall be delivered to Customer and TWC at the respective addresses set forth above, or to such other address as is provided by one Party to the other in writing. The provisions of sections 7, 8, 9, 11, 12, 13, 14, 15, 21 and 22 shall survive the termination or expiration of this Agreement. No modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Attachment A
National Teleworker Service and Branch Office Connectivity Service

Service Descriptions:

National Teleworker Service ("NTW Service"): If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

Branch Office Connectivity Service ("BOC Service"): If Customer selects to receive the BOC Service, TWC shall provide connectivity from the number of Customer branch offices set forth in an accepted Order to the Customer's data network. Subject to Customer's payment of the Service Charges assessed hereunder, Customer shall be permitted to connect any number of computers within Customer's identified branch offices to the Service, provided that use does not exceed the standard bandwidth provided by TWC.

Customer's use of the NTW Service and/or the BOC Service is subject to the following additional terms and conditions:

TWC shall allow Customer employees to use (however in no event shall TWC be responsible for) a Virtual Private Network (VPN) and to allow the VPN to pass through the cable modem of any NTW Service or BOC Service, as applicable, provided that TWC shall have the right to disconnect (or demand the immediate disconnection of) any such service that degrades the TWC Service for other subscribers on the TWC network.

Customer shall not upload, post, transmit or otherwise make available on or via the NTW Service or BOC Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters); and (b) monitor Customer's bandwidth utilization and to limit excessive use of bandwidth (as determined by TWC) as TWC deems appropriate to efficiently manage its network.

In the event that any TWC audit reveals that Customer's usage of the NTW Service or BOC Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any

excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition,

TWC shall have the right, but not the obligation, to (i) review content in public areas of the NTW Service or BOC Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any rules now or hereafter established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of this Agreement, any bandwidth utilization limitations or other Terms of Use.

Attachment B
Cable TV Service

Service Description:

Cable TV Service: If Customer selects to receive the Cable TV Service, TWC shall provide Basic and Standard Cable services. Customer understands and agrees that premium program services, such as HBO, Cinemax, Showtime, and The Movie Channel, may not be received or shown on any television receivers located in any public areas, such as lounges, dayrooms, visiting areas or other common areas used by groups or the general public, nor shall Customer authorize or approve of any copying, taping or duplicating thereof.

Customer's use of the Cable TV Service is subject to the following additional terms and conditions:

In the event that changes in technology require the use of specialized equipment to continue to receive Cable TV Services provided by this Agreement, TWC agrees to provide such equipment and Customer agrees to pay for such equipment at the same rate charged by TWC to commercial customers in the municipality in which Customer's property receiving the Cable TV Service is located.

In the event that any TWC audit reveals that Customer's usage of the Cable TV Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage.

The monthly service charges set forth in an Order for Cable TV Service do not include applicable taxes, regulatory fees, franchise fees and public access fees. Notwithstanding anything to the contrary in this Agreement, the monthly service charges for the Cable TV Service are subject to change in accordance with commercial Cable TV rate increases applied to commercial customers.

Attachment C
Business Class Phone Service

Service Description:

Business Class Phone Service: If Customer selects to receive the Business Class Phone Service, Customer will receive telephone service consisting of up to twelve lines, including a variety of features, as described more fully in the applicable Order.

Customer's use of the Business Class Phone Service is subject to the following additional terms and conditions:

• Customer acknowledges that the voice-enabled cable modem used to provide the Business Class Phone Services is electrically powered and that the Business Class Phone Services, including the ability to access 911 services and alarm, security, medical and other monitoring services, may not operate in the event of an electrical power outage or if Customer's TWC broadband connection is disrupted or not operating. Customer also acknowledges that, in the event of a power outage at Customer or any End User's facility, any battery or back-up power supply included with the TWC-provided voice-enabled cable modem may enable back-up service for a limited period of time or not at all, depending on the circumstances, and that inclusion of the battery or back-up power supply does not ensure that Business Class Phone Service will be available in all circumstances. Customer also acknowledges that, in the event of a loss of power that disrupts the local TWC cable system, the battery or back-up power supply included with the TWC-provided voice-enabled cable modem will not provide back-up service and the Business Class Phone Service will not be available.

• Customer agrees that TWC will not be responsible for any losses or damages arising as a result of the unavailability of the Business Class Phone Service, including the inability to reach 911 or other emergency services, or the inability to contact a security system or remote medical or other monitoring service provider. Customer acknowledges that TWC does not guarantee that the Business Class Phone Service will operate with alarm, security, medical and/or other monitoring systems and services, and that Customer must contact (at Customer's sole expense) any applicable alarm, security, medical or other monitoring system and service provider in order to test Customer's system's operation with the Business Class Phone Service.

• The location and address associated with the Business Class Phone Service will be the address identified on the Order. Customer is not permitted to move TWC Equipment from the location and address in which it has been installed. Furthermore, if Customer moves its voice-enabled cable modem to an address different than that identified on the Order, calls from such modem to 911 will appear to 911 emergency service operators to be coming from the address identified on the Order and not the new address.

• Customer acknowledges that the existing telephone wiring inside Customer's and/or its End User's facility (as applicable) may not support both the Business Class Phone Service and digital subscriber line (DSL) service or other services provided by other service providers. Therefore, Customer intends to obtain service from other providers in addition to Business Class Phone Service, Customer must maintain separate wiring, not provided by TWC, specifically for use with such other services provided by other service providers and must ensure that any existing DSL service or other service is properly disconnected from all wiring to be used for Business Class Phone Service prior to installation of Business Class Phone Service on Customer's existing wiring.

• Customer agrees to provide TWC and its authorized agents with access to Customer's internal telephone wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Business Class Phone over existing wiring. Customer hereby authorizes TWC to make any requests from Customer's landlord, building owner and/or building manager, as appropriate and to make any requests necessary to other or prior communications service providers as necessary and appropriate to ensure that TWC has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Business Class Phone Service and all related equipment.

• In the event that a material error or omission in Customer's directory listing information, regardless of form, is caused by TWC, Customer's sole and exclusive remedy shall be a partial service credit in an amount set by TWC's then-current standard policies or as prescribed by applicable regulatory requirements, if any. Notwithstanding the foregoing, TWC shall have no other liability for any error or omission in any directory listing information.

• Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Business Class Phone Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by TWC pursuant to its provision of Business Class Phone Services will be protected by TWC as described herein and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, regardless of whether such directory information is or is not published or intended to be published; and (ii) aggregated and/or compiled information that does not contain customer-specific references, even if CPNI was used as a basis for such information.

• TWC may use CPNI and share CPNI with its partners and contractors: (i) to provide services and bills to Customer; (ii) to respond to governmental requests and subpoenas; (iii) pursuant to applicable law, including the Communications Assistance for Law Enforcement Act ("CALEA") (iv) to protect the interests of TWC, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (v) to protect the security and integrity of TWC's network systems; and (vi) to market additional TWC services to Customer that are of the same category as the services that Customer purchases from TWC. Customer agrees that, except as provided in Section 14.0 of the Agreement and applicable law, TWC will

not be liable for any losses or damages arising as a result of disclosure of CPNI. TWC may use without further consent Customer's CPNI to market to customer additional TWC services that are of the same category as the services that Customer purchases from time to time from TWC. TWC will obtain Customer's consent before using Customer's CPNI to market to Customer TWC services that are not within the categories of services that Customer purchases from TWC.

• Customer may obtain from TWC Calling Details showing Customer's outbound calls made within a trailing 90-day period. Customer may access this information by logging in through Customer's secure account information page on TWC's web portal or by requesting such information in writing or by telephone call to TWC. If Customer has not been assigned a designated account representative, TWC will respond to Customer requests for Customer Calling Details only in compliance with TWC's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. TWC will provide the requested Calling Details by sending a printout or CD containing the requested information to the Customer's established account address or by making the document or information available to Customer or Customer's employee at a TWC retail location upon presentment of a valid government-issued photo ID and proof of authorization by Customer. TWC will notify Customer of any requests to change account passwords, activate online account access and change Customer's established account address. TWC may provide such notice by voicemail, by e-mail or by regular mail to Customer's prior account address.

• If TWC has assigned a designated account representative to Customer, Customer may identify a person or persons who are authorized to request Calling Details from the designated account representative, with or without further identity authentication, at Customer's option, and may designate the means by which TWC will provide such information to Customer (e.g., electronically, by fax, by mail, orally or otherwise) ("Calling Detail Preauthorization Plan"). Thereafter, TWC will provide requested Calling Detail in accordance with the Calling Detail Preauthorization Plan. Customer is responsible for: (i) ensuring that TWC receives timely notice of any changes to the list of authorized individuals (ii) the accuracy of Customer-defined additional authentication information and practices; (iii) and maintaining the security and confidentiality of the Calling Detail Preauthorization Plan. TWC will not be liable to Customer for any disclosure of Calling Detail, including CPNI, that occurs if TWC has complied with the Calling Detail Preauthorization Plan.

Attachment D
Data Services: High Speed Data/ Metro Ethernet Solutions/Dedicated Internet Access

Services Description:

High Speed Data ("HSD Service"): If Customer selects to receive the HSD Service; TWC shall provide connectivity from the number of Customer sites set forth in an accepted Order to the Customer's data network. Subject to Customer's payment of the Service Charges assessed hereunder, Customer shall be permitted to connect any number of computers within Customer's identified sites to the Service, provided that use does not exceed the standard bandwidth provided by TWC.

Metro Ethernet Solutions/Dedicated Internet Access: If Customer selects to receive the metro Ethernet solutions/dedicated access service ("Metro Ethernet Solutions Service"), TWC shall provide Customer with a dedicated circuit connection between Customer's data network identified on an Order and the TWC facility identified on an Order.

Customer's use of the Metro Ethernet Solutions Service is subject to the following additional terms and conditions:

TWC's provision of the Metro Ethernet Solutions Service is subject to availability. The Metro Ethernet Solutions Service shall be limited to the capacity set forth on an Order, and Customer must purchase any additional capacity separately.

Customer agrees to use the Metro Ethernet Solutions Service solely for transmitting data in IP form. Customer shall not upload, post, transmit or otherwise make available on or via the Metro Ethernet Solutions Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. TWC may remove or demand the removal of, content that in its judgment violates these standards.

TWC shall have the right, but not the obligation, to monitor traffic and content on its network, in its sole discretion, including through the use of automatic content filters (including without limitation spam, virus, and adult language sniffers and filters).

In the event that any TWC audit reveals that Customer's usage of the Metro Ethernet Solutions Service exceeds Customer's rights hereunder, Customer shall pay TWC an amount equal to one and a half times the Service Charges that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable Service Charges for such additional usage. In addition, TWC shall have the right, but not the obligation, to (i) review content in public areas of the Metro Ethernet Solutions Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any rules now or hereafter

established by TWC; and (ii) remove (or demand the removal of) any such content that TWC determines to be unacceptable or to violate the terms of this Agreement, any bandwidth utilization limitations or other Terms of Use.

Attachment H

February 7, 2011

Dear Mr. Taggart,

J&R Electronics would like to submit the following proposal. FCC licensing and installation will commence upon your approval and selection of the proposal. Our proposal includes 3 options for your consideration;

Option 1, Ownership) The District purchases all the equipment necessary to establish and install the desired connections then incurs only site co-location fees and maintenance costs.

Option 2, Southern Ownership and Northern Service) The District purchases equipment necessary to establish and install the desired connections to the facilities in the Southern part of the District. The District then incurs only site co-location fees and maintenance costs for the ownership portion. Our company then would provide Internet connection to the Northern facilities as a contracted service. Essentially this option is 2 sub proposals.

Option 3, Service) Our Company provides 300 Mbps aggregate service to all locations indicated.

Regardless of the option selected, each facility demarcation throughout the district will have a minimum of 300 Mbps of aggregate bandwidth. Proof of this design is provided in the attached engineering document. Should the district require additional bandwidth in the future, on any link, we would be able to increase bandwidth up to double the original design specification. The doubling of capacity also provides for link redundancy.

In order to connect all of the district's buildings, we will use the two mountaintop radio sites that are owned and operated by J&R Electronics. Ownership of infrastructure differentiates our company from most others, as does our many Motorola certifications in wireless engineering.

J&R Electronics has a proven track record of maintaining microwave links and mountain top radio sites throughout North Idaho, Eastern Washington and Western Montana since 1954. We have both the technical expertise and equipment necessary to work in these harsh environments staged in Rathdrum. Over the last 5 years we have maintained 99.999 of reliability with response times of less than 5 minutes.

Contact and support information;

J&R Electronics, Inc, 14817 W Hwy 53, Rathdrum Idaho 83858. Office (208) 687-0700.
Jim Lemm (208) 699-5366 jim@jrcda.com. Ian Caldwell (208) 305-2225 ian@jrcda.com.

Sincerely,

Ian Caldwell, VP

Encl: Cost breakdown, Construction and implementation schedule, Idaho customers, Business references , Customer references, Engineering

J&R Electronics, Inc.

Option 1, Ownership:

- The district will purchases all of the equipment necessary to establish and install the desired connections, then incurs only site co-location and maintenance fees.
- J&R Electronics will maintain the network and site equipment.
- All links will be covered by a 4 year Motorola warranty.
- Site Colocation Fee will be reviewed every 24 months to adjust for fuel and maintenance costs.
- Should this option be chosen, we've identified areas of cost savings beyond the scope of the RFP and would like to discuss this with your staff.

(9) Licensed Links Installed throughout the district:	$278,635.00
Trade-In credit for existing wireless network:	$ 32,948.00
Purchase Price:	**$245,647.00**

Monthly Recurring Fees:	
Site Colocation and Fuel Fee	$ 1,330.00 (not Erate eligible)
40 Mbps Internet Connection	$ 9,500.00 (Erate eligible)
Total Monthly Fees:	**$ 10,830.00**

Additional 300 Mbps Links added to Existing Antennas *$ 17,995.00 ea.*

Option 2, Southern Ownership and Northern Service:

- The district purchases equipment necessary to establish desired connections in the southern portion of the district. Incurring only site colocation fees for this portion of network.
- J&R Electronics would then provide internet connectivity to the northern portion of the district as a contracted service and billed through Erate.
- This option is essentially two sub-proposals.
- Site Colocation Fee will be reviewed every 24 months to adjust for fuel and maintenance costs.
- J&R Electronics will maintain the network and site equipment.
- All links will be covered by a 4 year Motorola warranty.

Purchase Portion:

(6) Licensed Links Installed throughout the Southern Portion of the district:	**$148,636.00**

Monthly Recurring Fees:	24 Month Contract	48 Month Contract
Erate eligible service to Northern Portion of the district, SLE and TLJHS. (Erate eligible)	$ 6,612.50	$ 3,542.31
Site Colocation and Fuel Fee (Not Erate eligible)	$ 1,031.00	$ 1,031.00
40 Mbps Internet Connection (Erate eligible)	$ 9,500.00	$ 9,500.00
Total Monthly Fees:	**$ 17,143.50**	**$ 14,073.31**

Additional 300 Mbps Links added to Existing Antennas *$ 17,995.00 ea. (if purchased)*

J&R Electronics, Inc.

Option 3,Complete Erate eligible Service to entire district:

- J&R Electronics will provide 300 Mbps aggregate service to all district locations as indicated in the RFP with 40 Mbps of internet.
- J&R Electronics will maintain the network and site equipment.
- All links will be covered by a 4 year Motorola warranty.
- J&R Electronics will maintain ownership of all equipment.

Monthly Erate Eligible Fees:	24 Month Contract	48 Month Contract
300 Mbps Service to entire district	$ 12,466.41	$ 6,648.75
40 Mbps Internet Service	$ 9,500.00	$ 9,500.00
Total Monthly Service Fee:	**$ 21,966.41**	**$ 16,148.75**
Additional 300 Mbps Links added to Existing Antennas	*$ 1,100.00*	*$ 550.00* +

~~1648~~

60 month?
w/ Add 300

16,698.75

Terms

Purchases: 50% Down, 50% upon completion

Services: 3 Months Service Fee Advance

J&R Electronics, Inc.

Construction and Implementation Schedule

March 01, 2011 to April 01, 2011 - FCC Licensing

April 11 &12, 2011 – Betty Kiefer Installation

April 18 & 19, 2011 – Garwood Installation

April 25 & 26, 2011 – Twin Lakes Installation

May 2 & 3, 2011 – Maintenance Shop Installation

May 14 & 15, 2011 – Lakeland HS Installation

May 23, 2011 to June 6, 2011 – South Radio Site Installation

June 13, 2011 to June 20, 2011 – North Radio Site Installation

June 27, 2011 to July 01, 2011 – System Turn-up and Acceptance

J&R Electronics, Inc.
Customer Contact List
February 23, 2011

J&R Electronics, Inc. Idaho Customers

Creaser, John
Sign Crafters Inc.
Priest Lake Search & Rescue, Inc.
Red Horse Mountain
Dalton, Kellie
Kellogg Joint S.D. #391
Zizzi, Eric
Redd, Randa & Greg
Drechsel, Benjamin
St. Maries School District
St. Maries Gazette Record
Bradshaw, Mark
Isbell, Wesley
Clark Fork Valley Ambulance
Boundary Volunteer Ambulance
BF Redi-Mix
Taylor, Bobbi
West Pend Oreille Fire District
Thompson, Ryan
Homeland Security-ID-Grant Invoices
Tom Considine
Priest Lake EMT's
Storro Excavating, LLC
Dalton, Jason
White Tail/Grizzly Trans. (10th)
Pernestri, Mike
Brausen, Ben & Becky
Dahl, Dan
Dominicak, Randy
Shoshone County S&R
Intermountain Minerals
Hayes, Theresa
O'Connor, Dennis
Dayton, Ron & Sherrie
Jones, Scott & Jill
Bingham, Robert & Paige
Axtell, Frank
Gates, Tim
Iverson, Lori
Marks, Wiley & Gloria
Dupin, Jean-Paul
Stevenson, Greg-
Moore, Susan & Eric
Kaufman, Jeremy & Amanda
Higham, Susan
Kawasaki Authority Sales
Native American Services Corp (NASCO)
Knowles, Michael
Pica, Robyn
Sausser, Brad
Riley, Terry
Shoshone Silver Mining Co.
Dittmar, Ed
Amon, Henry
Bushling, Bryant
Erickson, John & Lorraine
Spellman, David
Bourland, Carl
Plummer, Paul
Haynes, Robert
Bryant, Billy
Brand, Paul
Flint, Thomas & Kathy
Thompson, Geff
Pratt, David
Cliff, William
Hunt, Karen
Betts, Laureen & Kent
Young, Donna
Wheeler, Carol
Intolubbe, Dale
Rathdrum Police Deptartment
Daley, Jim & Dawn
Payge, Dustin
Bornough, Ron
Hirsch, Virginia
Berchtold, Paul
Iiams, Frieda
Premier Tooling
Green, Lori
Meyer, William
Gonzales, David
Dickman, Jack
Slattery, Phillip & Hody
Kalanick, David
Cherogatti, Mark & Deborah
Stowell, Rory
Larsen, Nancy
Dennison, Kimi
Stoltz, Pete
Kootenai School District #274
Morris, Scott
Palmer, Leslee
Anderson, Richard
Zwyer, David
King, Michelle
Kinser, Jim
Lamm, Charles Alan
Frei, Paul
Nez Perce County Fair Building
Christensen, Brett

Mullan Fire
Shoshone County Fire District #3
Martin, Zane
Nedrow, Anthony
Chausse, Leroy
Littell, Reid
Lewiston Roundup Grounds
Whitney, Bertha
Clark Communications
East Shoshone County Water District
Nelson, Ronald
Laird, Jeff
Timberlake Fire Department
Henrikson, Scott
Casey, Mitzie
Lloyd, Teresa
Youman, Jarrod
Miklos, Chris
Adams, Kip & Lorraine
Christen, Elaine
Bettis, Kristi & Joey
Taurus Lumber
Cline, Tom
Modern Glass Co
Wasti, Hamid
Rasmussen, Stan
Corbett, Jack
Brown, Don & Kelly
Farley, Brian & Pamela
Bodkin, Kendall
Spackman, Ray & Karen
Meyer, James
Hallmark Homes, Inc.
Witherway, Howard
Malloy, Mary
Travis, Patrick & Jaquith
City of Post Falls Police Department
Travis, Robert & Claudia
Blair, Casey
West, Lisa
Hubert, Ken
Stateline Storage
Steedley, Wes
Justas, Duane
Links Golf Club
Kellogg Fire Dept.
Shoshone County Fire District #2
Shoshone Medical Center
Trost, Scott
Moser, Mike
TerraGraphics
Coolin-Cavanaugh Bay Fire Protection
Young, Ryan
Darrow, Dirk
White, Wayne
Gardner, Doug
Piccinini, Dawn
Bonner County 911
Woods Crushing
Empire Airlines
Fromkin, Jay
Konduris, George
Coleman, Ryan
Ladewig, Mark
Russel, David
Marceau, Kirk & Beth
Hughes, Brian
Sanchez, George
Lytle, Howard
Miller, Sarah
Troy, Thomas
Bielec Enterprises, Inc.
Kolden, Carey
George, Joseph
Maeder, Jim
Johnston, Jim & Debbie
Stevens, Kevin -SAFCO
Bell, Chris
Houser, Joe & Maralee
Katus, Pam
Johnson, John
Guy, Timothy
Ragan, John
LaVe, Maria
Worley Highway Dist
Wittenbarger, Debbie
Shepherd, Carl
CDA Sheet Metal and Heating LTD(1st)
Hamilton, Bill
Wilcox, Cori
Olscamp, Paul & Ruth
Bild, Michelle & Randy
Time Warner Cable
Messina, Tom
Catalyst Industries
Grossglauser, Robert
CDA Builder's Supply (10th)
CDA Auto Parts 1
Intermax Networks, Inc.
Regan Designs
Kuchenski, Bob

Rushton, Stephanie
George, Jenny - Edmetics
Silverwood Theme Park
Paulsen, Brenda
Komberec, Tim
Lakeland School Dist. 272
Porter, Richard
Dole, Bill
Galbraith, Jeff
Houchin, Dennis
Wilkes, Brett
Zavala, Gil
Olson, Linda
Christofferson, Lynn
Zaken, Aileen
Davis, Wade
Chase, Leland
Foldvik, Terry
Arnold, Mike
McDaniel, Jesse
Lewis, Kelley
Beck, Angie
Stover, Henry
Rathdrum Public Works
Holmes, Jim
Blair, Vern
Ashenbrenner, Karen
Chausse, Kenneth
Hassenoehrl, George
CDA Press-Syst 2000
Oswald, Michael
Dole, Michael
Cord, Michael
Scherer, Sarah
Crabb, Mike
McGlocklin, D. Burnell
Kastining, Karen
Grace Tree Service (1st)
Adams, Dan
Mclnelly, Mitch
Bertram, Mark & Pam
Fillios, Linda
A-1 Consolidated, Inc.
Little, William
Loeffler, John
Conmat Inc.
Panhandle Helicopter Inc.
H2O Well Serv
Alfson, Danny
Hannigan, Ed
French, Sandee
Burton, Michael
Waldo, Norm
Panhandle Concrete
Davidson, Tristie
River City Helicoptor
Klements, Phil
P&P Courier (10th)/AmWest
Brandt, Odette
Carlson, Brandon
McEnespy, Richard
Inman, Thomas
Ickes, Eileen
Weisman, John
Bayley, Mike
LaZelle, Kory & Amber
Buck, Charles
Buffington, John
Beaudry Motor Sports
Grothman, Tim
ACI
Larson, Carol
Nelson, Daniel
Sailer, Kristi
Reynolds, Ron
White, Nancy
Womelduff, Don
McNease, Kevin
Lodeboer, Trent
Goodenough, Leon & Jennifer
Anderson, Kurt
Bonner County Search & Rescue
Boyd, Jon & Marie
City of Rathdrum (Public Works)
Empire Electric
Garlinghouse, Alessa
Grafe, Lennae
Hatcher, John
Interstate Concrete
Kootenai County
Kootenai County Fire & Rescue
Lee, Scott
Leonard, Julie
McGowan, James
Morril, Rebecca
N.A.S.C.O.
North Side Fire District
Siegner, George
Sorenson, Bob
Spirit Lake Police Dept.

J&R Electronics, Inc.

Business References

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago, IL 60693
425-223-0629

Panhandle State Bank
David Dean, VP
3235 E. Mullan Ave
Post Falls, ID 83854
208-773-9993

Tessco
P.O. Box 102885
Atlanta, GA 30368-2885
410-229-1231

TW Telecom
P.O. Box 172567
Denver, CO 80217-2567
509.252.8327

XO Communications
14239 Collections Center Dr.
Chicago, IL 60693
208-748-4009

J&R Electronics, Inc.

Customer References

Lakeland Joint School District 272
15506 N. Washington St
Rathdrum, ID 83858
(208) 687-0431

Kellogg Joint School District 391
800 Bunker Ave
Kellogg, ID 83837
(208) 786-5018

St Maries Joint School District 41
720 Main Ave
St Maries, ID 83861
(208) 245-2579

Kootenai Joint School District 274
13030 E. O'Gara Rd
Harrison, ID 83833
(208) 689-3631

Inland Power and Light
10110 W Hallett Rd
Spokane, WA 99224
(509) 789-4231

St. Maries Gazette Record
610 Main Ave.
St. Maries, ID 83861
(208) 245-4538

Bonner County 911
4001 N Boyer Ave Bldg 3
Sandpoint, ID 83864
(208) 265-8867

MOTOROLA POINT-TO- POINT WIRELESS SOLUTIONS

Project Lakeland SD272 - Upgrade 2011 - Licensed Microwave

PTP LINKPlanner Proposal Report

08 February 2011

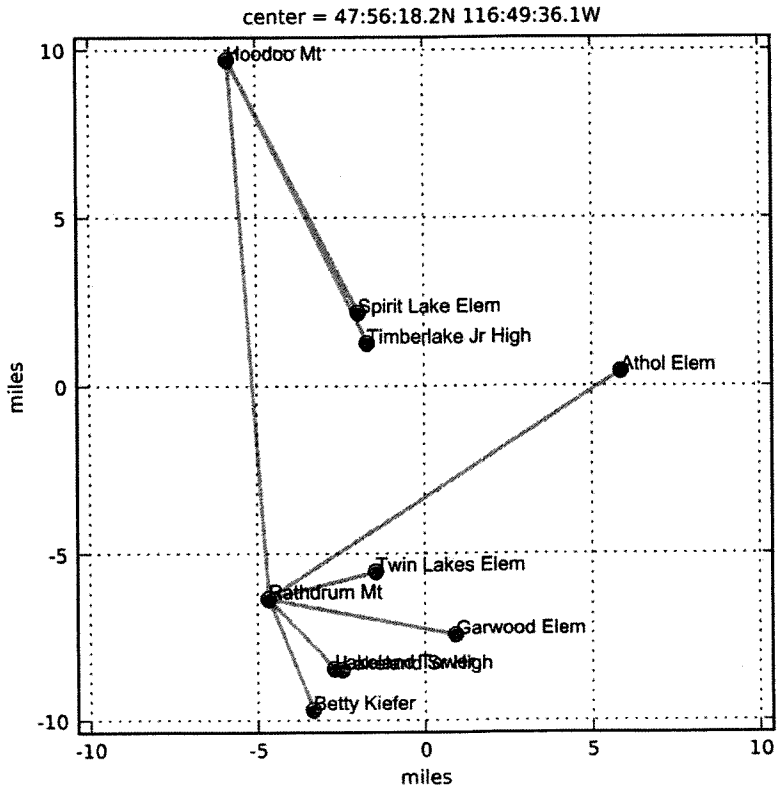
Ian Caldwell

Organisation: J&R Electronics

Phone: 2086870700

Email: ian@jrcda.com

MOTOROLA



MOTOROLA

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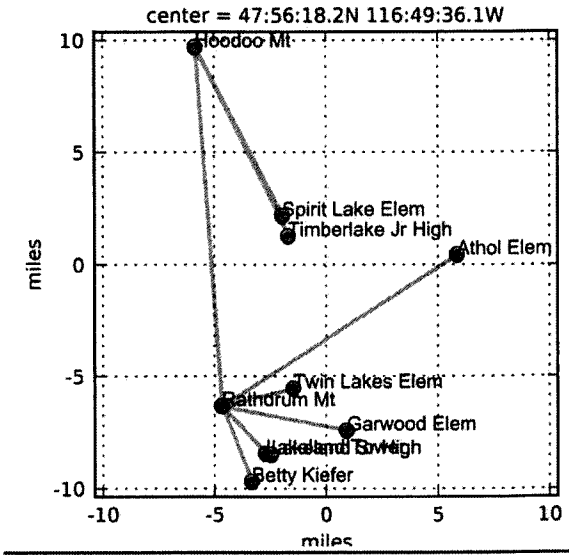
MOTOROLA

1. Project Summary

Project: Lakeland SD272 - Upgrade 2011 - Licensed Microwave

General Information	
Customer Name	Lakeland SD272 Licensed Microwave Network
Company Name	
Address	
Phone	
Cell Phone	
Email	

Network Map



Link name	Product	Local antenna	Remote antenna	Max aggregate IP throughput (Mbps)
Hoodoo Mt to Timberlake Jr High	PTP18800	Motorola 4ft HP Antenna 85010092009	Motorola 4ft HP Antenna 85010092009	603.39
Hoodoo Mt to Spirit Lake Elem	PTP18800	Motorola 4ft HP Antenna 85010092009	Motorola 4ft HP Antenna 85010092009	603.40
Rathdrum Mt to Athol Elem	PTP11800	Motorola 4ft HP Antenna 85010092004	Motorola 4ft HP Antenna 85010092004	473.30

(continued)

Link name	Product	Local antenna	Remote antenna	Max aggregate IP throughput (Mbps)
Rathdrum Mt to Betty Kiefer	PTP18800	Motorola 3ft HP Antenna 85010092045	Motorola 3ft HP Antenna 85010092045	603.42
Rathdrum Mt to Garwood Elem	PTP18800	Motorola 3ft HP Antenna 85010092045	Motorola 3ft HP Antenna 85010092045	603.41
Rathdrum Mt to Hoodoo Mt	PTP11800	Motorola 6ft HP Antenna 85010092005	Motorola 6ft HP Antenna 85010092005	473.30
Rathdrum Mt to Lakeland Tower	PTP23800	Motorola 3ft HP Antenna 85010092046	Motorola 3ft HP Antenna 85010092046	737.30
Rathdrum Mt to Twin Lakes Elem	PTP18800	Motorola 3ft HP Antenna 85010092045	Motorola 3ft HP Antenna 85010092045	473.30
Lakeland Tower to Lakeland Sr High	PTP38800	Motorola 1ft HP Antenna 85010092038	Motorola 1ft HP Antenna 85010092038	603.42

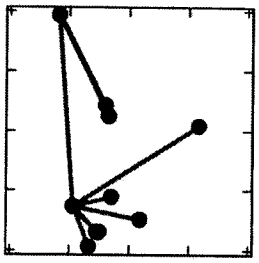
Part Number	Qty	Description
(no part number)	4	Unspecified 11 GHz ODU (invalid TX frequency selection)
(no part number)	10	Unspecified 18 GHz ODU (invalid TX frequency selection)
(no part number)	2	Unspecified 23 GHz ODU (invalid TX frequency selection)
(no part number)	2	Unspecified 38 GHz ODU (invalid TX frequency selection)
07010109003	4	ODU Remote Mount Kit 11 ~ 13 GHz - UBR120 output
07010109005	12	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010109007	2	ODU Remote Mount Kit 38 GHz - UBR320 output
07010118003	8	WR75 Flex Twist Hanger Kit,11~13GHz
07010118005	24	WR42 Flex Twist Hanger Kit,18~26GHz
07010118006	4	WR28 Flex Twist Hanger Kit, 28 ~ 38 GHz
30010194001	9	50 Ohm Braided Coaxial Cable - 75 meter
58010076005	4	3' Flex Waveguide 11 ~ 13 GHz - UBR120/ PBR120
58010076011	12	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
58010076014	2	3' Flex Waveguide 28 ~ 38 GHz - UBR320/ PBR320
58010077001	4	Tapered Transition, WR75 - WR90, PBR120, UDR100
85010092004	2	4' HP Antenna, 10.70 ~ 11.70 GHz, Dual Pol, PDR100
85010092005	2	6' HP Antenna, 10.70 ~ 11.70 GHz, Dual Pol, PDR100

(continued)

Part Number	Qty	Description
85010092009	4	4' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
85010092038	2	1' HP Antenna, 37.00 ~ 40.00 GHz, Dual Pol, PBR320
85010092045	6	3' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
85010092046	2	3' HP Antenna, 21.20 ~ 23.60 GHz, Dual Pol, PBR220
WB3480	18	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	18	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	18	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	18	LPU END KIT PTP800 (1 kit required per Coaxial cable)

MOTOROLA

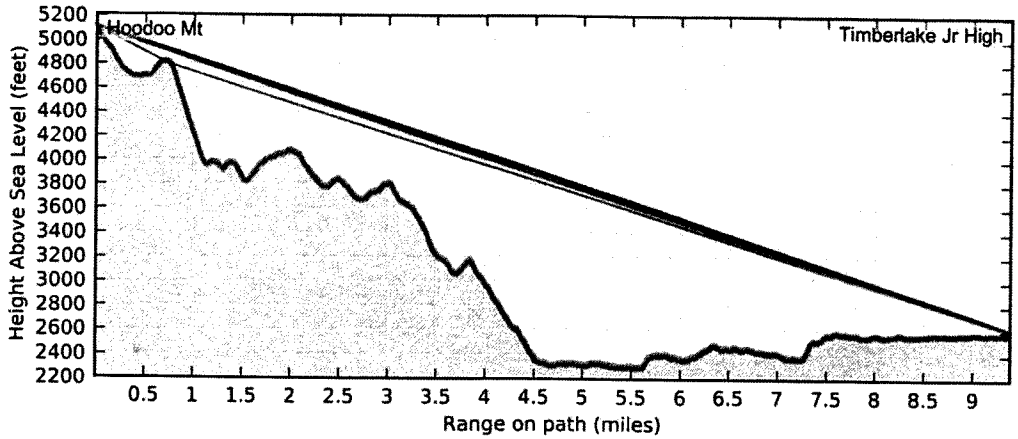
Hoodoo Mt to Timberlake Jr High



Equipment: Motorola PTP18800

Motorola 4ft HP Antenna 85010092009 @ 30 ft

Motorola 4ft HP Antenna 85010092009 @ 30 ft



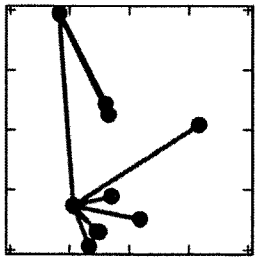
	Performance to Hoodoo Mt	Performance to Timberlake Jr High
Mean IP	301.7 Mbps	301.7 Mbps
IP Availability	99.99770 % for 150.0 Mbps	99.99770 % for 150.0 Mbps

Link Summary			
Link Length	9.392 mi.	System Gain	183.90 dB
Band	18 GHz	System Gain Margin	41.84 dB
Regulation	FCC	Mean Aggregate Data Rate	603.4 Mbps
Modulation	Adaptive	Annual Link Availability	99.99918 %
Bandwidth	50 MHz	Annual Link Unavailability	4.3 mins/year
Total Path Loss	142.06 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-247.08 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	256.74 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	6.75e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	7.33e-005	Diffraction Loss	ITU-R P.526-10
Path inclination	50.63 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.05 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	141.47 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.59 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 18 GHz ODU (invalid TX frequency selection)
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010118005	4	WR42 Flex Twist Hanger Kit,18~26GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
85010092009	2	4' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

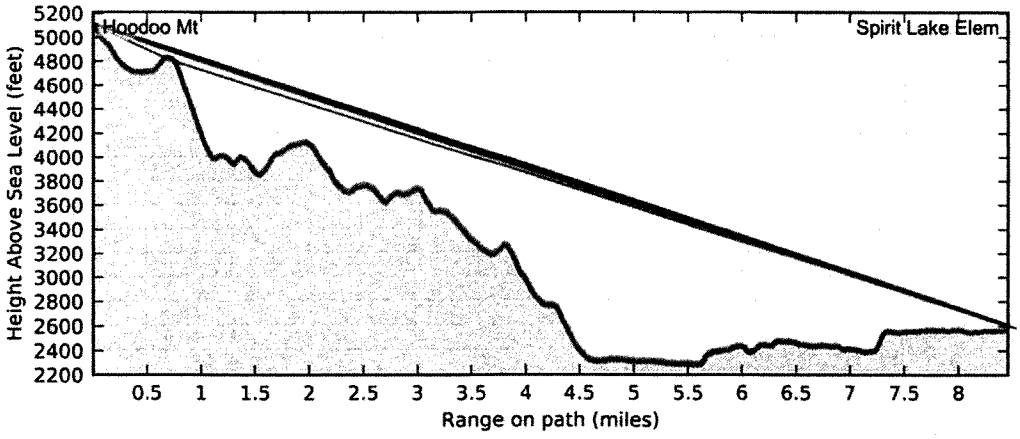
Hoodoo Mt to Spirit Lake Elem



Equipment: Motorola PTP18800

Motorola 4ft HP Antenna 85010092009 @ 30 ft

Motorola 4ft HP Antenna 85010092009 @ 30 ft



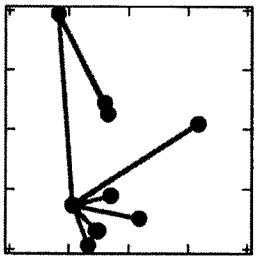
	Performance to Hoodoo Mt	Performance to Spirit Lake Elem
Mean IP	301.7 Mbps	301.7 Mbps
IP Availability	99.99831 % for 150.0 Mbps	99.99831 % for 150.0 Mbps

Link Summary			
Link Length	8.463 mi.	System Gain	183.90 dB
Band	18 GHz	System Gain Margin	42.80 dB
Regulation	FCC	Mean Aggregate Data Rate	603.4 Mbps
Modulation	Adaptive	Annual Link Availability	99.99940 %
Bandwidth	50 MHz	Annual Link Unavailability	3.1 mins/year
Total Path Loss	141.10 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-247.05 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	257.44 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	6.74e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	4.75e-005	Diffraction Loss	ITU-R P.526-10
Path inclination	56.25 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.05 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	140.57 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.53 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 18 GHz ODU (invalid TX frequency selection)
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010118005	4	WR42 Flex Twist Hanger Kit,18~26GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
85010092009	2	4' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

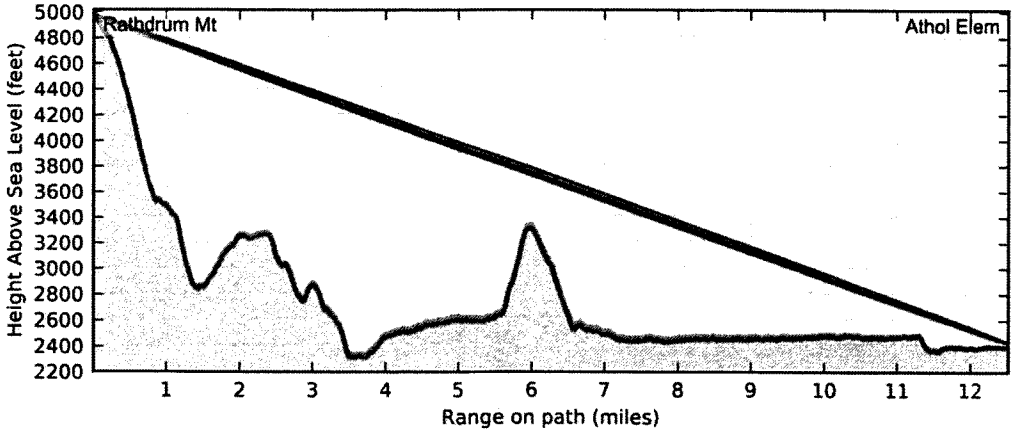
Rathdrum Mt to Athol Elem



Equipment: Motorola PTP11800

Motorola 4ft HP Antenna 85010092004 @ 25 ft

Motorola 4ft HP Antenna 85010092004 @ 30 ft



	Performance to Rathdrum Mt	Performance to Athol Elem
Mean IP	236.6 Mbps	236.6 Mbps
IP Availability	99.99994 % for 150.0 Mbps	99.99994 % for 150.0 Mbps

Link Summary			
Link Length	12.529 mi.	System Gain	173.14 dB
Band	11 GHz	System Gain Margin	33.38 dB
Regulation	FCC	Mean Aggregate Data Rate	473.3 Mbps
Modulation	Adaptive	Annual Link Availability	99.99994 %
Bandwidth	40 MHz	Annual Link Unavailability	19 secs/year
Total Path Loss	139.76 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-248.08 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	253.47 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	6.83e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	1.54e-004	Diffraction Loss	ITU-R P.526-10
Path inclination	38.69 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.01 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	139.52 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.23 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 11 GHz ODU (invalid TX frequency selection)
07010109003	2	ODU Remote Mount Kit 11 ~ 13 GHz - UBR120 output
07010118003	4	WR75 Flex Twist Hanger Kit,11~13GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076005	2	3' Flex Waveguide 11 ~ 13 GHz - UBR120/ PBR120
58010077001	2	Tapered Transition, WR75 - WR90, PBR120, UDR100
85010092004	2	4' HP Antenna, 10.70 ~ 11.70 GHz, Dual Pol, PDR100
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

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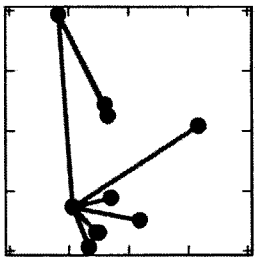
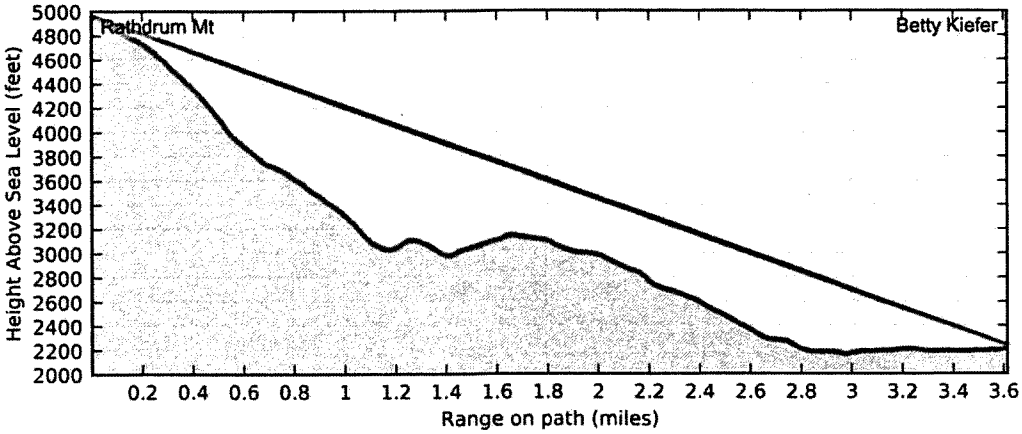
Rathdrum Mt to Betty Kiefer



Equipment: Motorola PTP18800

Motorola 3ft HP Antenna 85010092045 @ 15 ft

Motorola 3ft HP Antenna 85010092045 @ 25 ft



	Performance to Rathdrum Mt	Performance to Betty Kiefer
Mean IP	301.7 Mbps	301.7 Mbps
IP Availability	99.99992 % for 150.0 Mbps	99.99992 % for 150.0 Mbps

Link Summary			
Link Length	3.615 mi.	System Gain	181.50 dB
Band	18 GHz	System Gain Margin	48.09 dB
Regulation	FCC	Mean Aggregate Data Rate	603.4 Mbps
Modulation	Adaptive	Annual Link Availability	99.99999 %
Bandwidth	50 MHz	Annual Link Unavailability	5 secs/year
Total Path Loss	133.41 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-252.91 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	227.09 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	7.40e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	1.74e-006	Diffraction Loss	ITU-R P.526-10
Path inclination	143.69 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.03 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	133.18 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.23 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 18 GHz ODU (invalid TX frequency selection)
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010118005	4	WR42 Flex Twist Hanger Kit,18~26GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
85010092045	2	3' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

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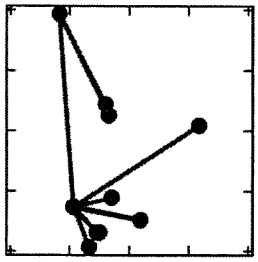
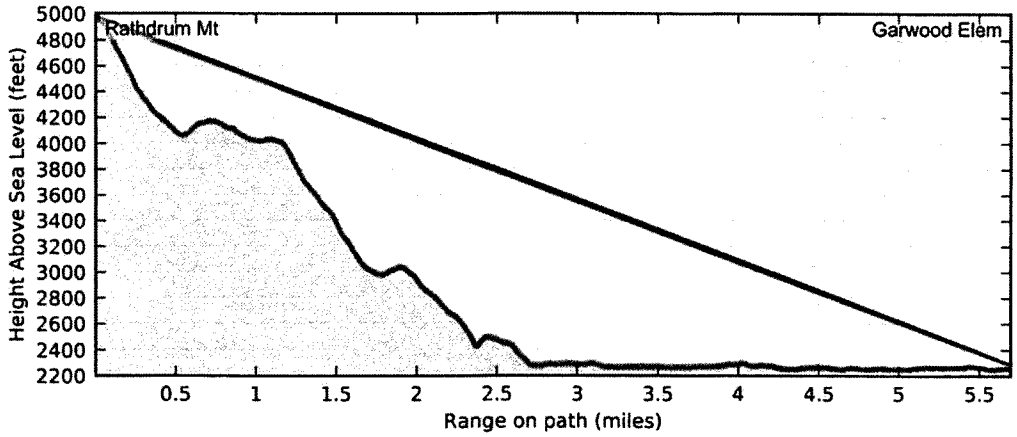
Rathdrum Mt to Garwood Elem



Equipment: Motorola PTP18800

Motorola 3ft HP Antenna 85010092045 @ 25 ft

Motorola 3ft HP Antenna 85010092045 @ 30 ft



	Performance to Rathdrum Mt	Performance to Garwood Elem
Mean IP	301.7 Mbps	301.7 Mbps
IP Availability	99.99942 % for 150.0 Mbps	99.99942 % for 150.0 Mbps

Link Summary			
Link Length	5.697 mi.	System Gain	181.50 dB
Band	18 GHz	System Gain Margin	44.00 dB
Regulation	FCC	Mean Aggregate Data Rate	603.4 Mbps
Modulation	Adaptive	Annual Link Availability	99.99982 %
Bandwidth	50 MHz	Annual Link Unavailability	56 secs/year
Total Path Loss	137.50 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-251.24 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	236.70 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	7.19e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	1.10e-005	Diffraction Loss	ITU-R P.526-10
Path inclination	89.78 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.02 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	137.13 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.37 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 18 GHz ODU (invalid TX frequency selection)
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010118005	4	WR42 Flex Twist Hanger Kit,18~26GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
85010092045	2	3' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

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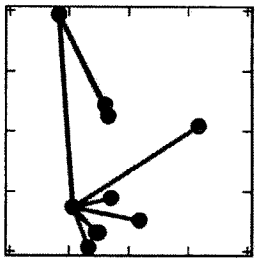
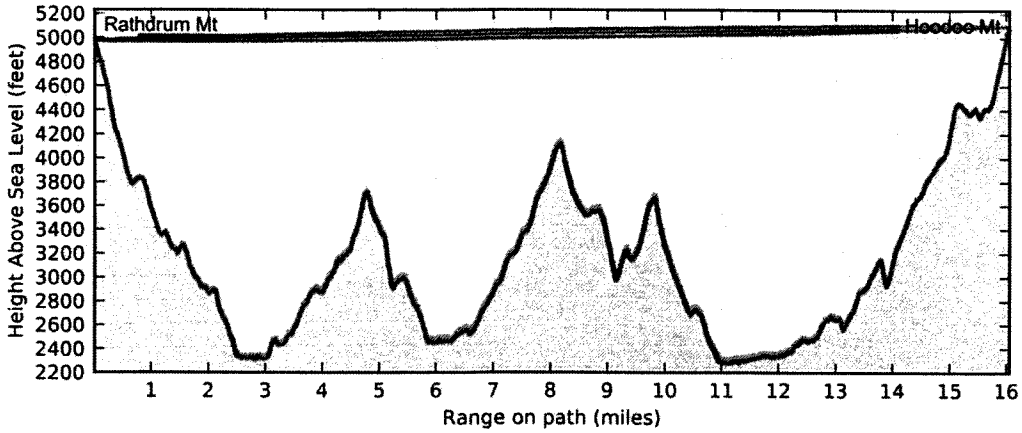
Rathdrum Mt to Hoodoo Mt



Equipment: Motorola PTP11800

Motorola 6ft HP Antenna 85010092005 @ 20 ft

Motorola 6ft HP Antenna 85010092005 @ 10 ft



	Performance to Rathdrum Mt	Performance to Hoodoo Mt
Mean IP	236.6 Mbps	236.6 Mbps
IP Availability	99.99994 % for 150.0 Mbps	99.99994 % for 150.0 Mbps

Link Summary			
Link Length	16.059 mi.	System Gain	179.94 dB
Band	11 GHz	System Gain Margin	37.99 dB
Regulation	FCC	Mean Aggregate Data Rate	473.3 Mbps
Modulation	Adaptive	Annual Link Availability	99.99994 %
Bandwidth	40 MHz	Annual Link Unavailability	19 secs/year
Total Path Loss	141.94 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-249.38 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	243.11 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	7.02e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	1.17e-003	Diffraction Loss	ITU-R P.526-10
Path inclination	1.38 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.05 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	141.68 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.26 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 11 GHz ODU (invalid TX frequency selection)
07010109003	2	ODU Remote Mount Kit 11 ~ 13 GHz - UBR120 output
07010118003	4	WR75 Flex Twist Hanger Kit,11~13GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076005	2	3' Flex Waveguide 11 ~ 13 GHz - UBR120/ PBR120
58010077001	2	Tapered Transition, WR75 - WR90, PBR120, UDR100
85010092005	2	6' HP Antenna, 10.70 ~ 11.70 GHz, Dual Pol, PDR100
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

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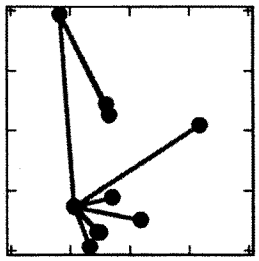
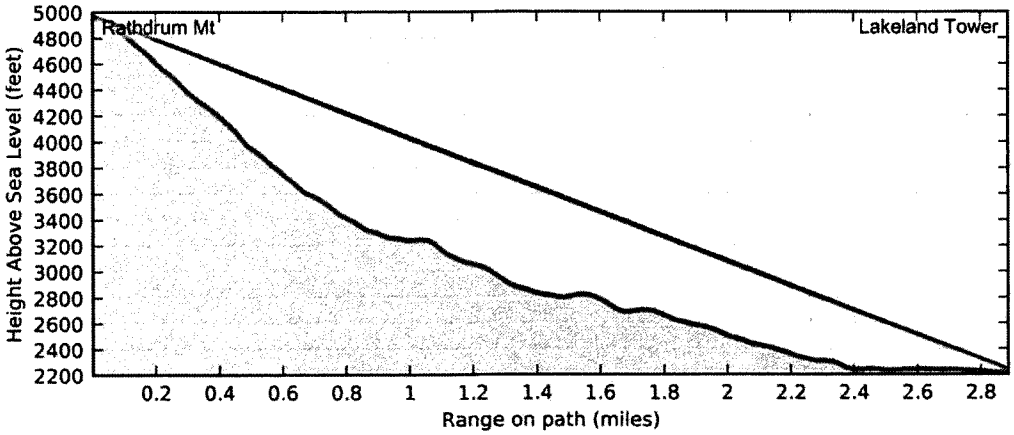
Rathdrum Mt to Lakeland Tower



Equipment: Motorola PTP23800

Motorola 3ft HP Antenna 85010092046 @ 25 ft

Motorola 3ft HP Antenna 85010092046 @ 20 ft



	Performance to Rathdrum Mt	Performance to Lakeland Tower
Mean IP	368.6 Mbps	368.6 Mbps
IP Availability	99.99972 % for 300.0 Mbps	99.99972 % for 300.0 Mbps

Link Summary			
Link Length	2.887 mi.	System Gain	183.11 dB
Band	23 GHz	System Gain Margin	49.81 dB
Regulation	ETSI	Mean Aggregate Data Rate	737.3 Mbps
Modulation	Adaptive	Annual Link Availability	99.99998 %
Bandwidth	56 MHz	Annual Link Unavailability	7 secs/year
Total Path Loss	133.30 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-252.46 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	229.47 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	7.34e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	8.86e-007	Diffraction Loss	ITU-R P.526-10
Path inclination	180.19 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.03 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	132.80 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.51 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 23 GHz ODU (Invalid TX frequency selection)
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010118005	4	WR42 Flex Twist Hanger Kit,18~26GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
85010092046	2	3' HP Antenna, 21.20 ~ 23.60 GHz, Dual Pol, PBR220
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

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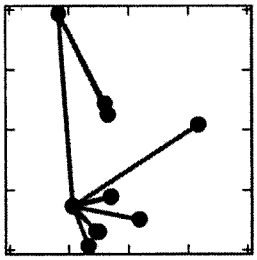
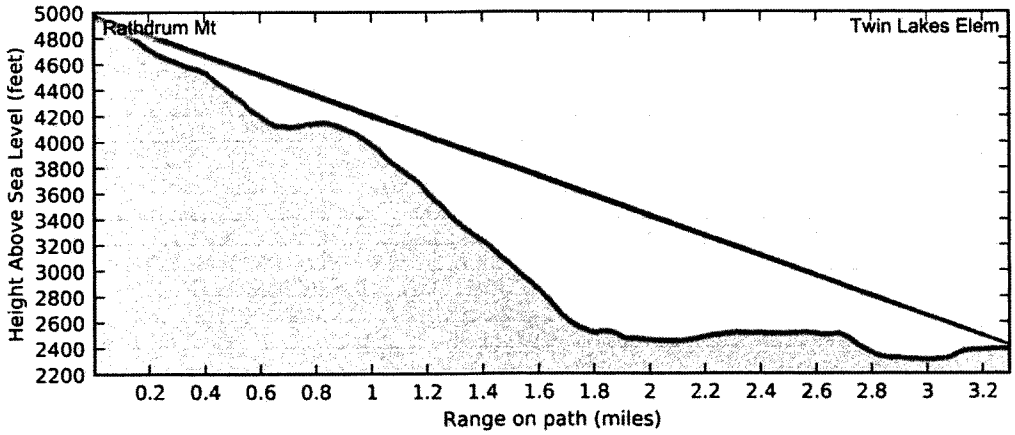
Rathdrum Mt to Twin Lakes Elem



Equipment: Motorola PTP18800

Motorola 3ft HP Antenna 85010092045 @ 25 ft

Motorola 3ft HP Antenna 85010092045 @ 30 ft



	Performance to Rathdrum Mt	Performance to Twin Lakes Elem
Mean IP	236.6 Mbps	236.6 Mbps
IP Availability	99.99994 % for 150.0 Mbps	99.99994 % for 150.0 Mbps

Link Summary			
Link Length	3.297 mi.	System Gain	182.47 dB
Band	18 GHz	System Gain Margin	49.88 dB
Regulation	FCC	Mean Aggregate Data Rate	473.3 Mbps
Modulation	Adaptive	Annual Link Availability	99.99999 %
Bandwidth	40 MHz	Annual Link Unavailability	2 secs/year
Total Path Loss	132.59 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-251.48 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	234.63 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	7.23e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	1.11e-006	Diffraction Loss	ITU-R P.526-10
Path inclination	147.38 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.03 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	132.38 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.21 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 18 GHz ODU (invalid TX frequency selection)
07010109005	2	ODU Remote Mount Kit 18 ~ 26 GHz - UBR220 output
07010118005	4	WR42 Flex Twist Hanger Kit,18~26GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076011	2	3' Flex Waveguide 18 ~ 26 GHz - UBR220/ PBR220
85010092045	2	3' HP Antenna, 17.70 ~ 19.70 GHz, Dual Pol, PBR220
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

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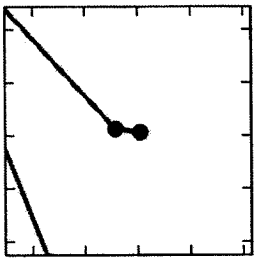
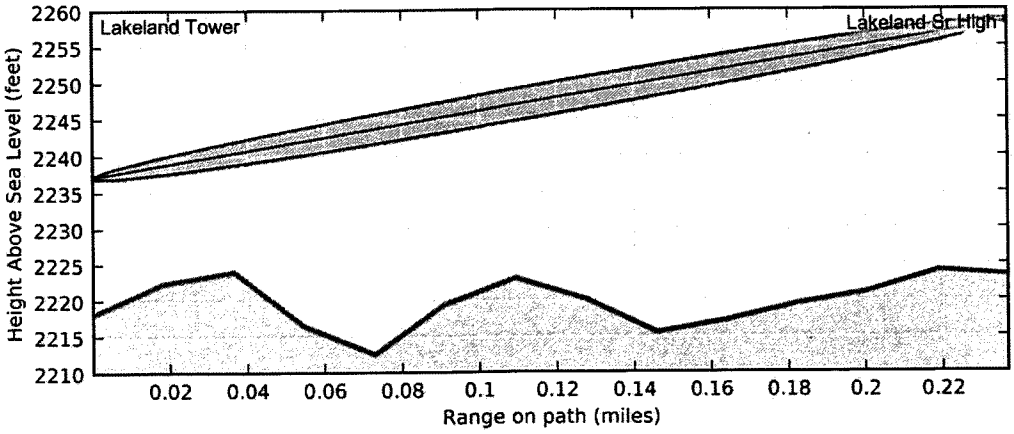
Lakeland Tower to Lakeland Sr High



Equipment: Motorola PTP38800

Motorola 1ft HP Antenna 85010092038 @ 19 ft

Motorola 1ft HP Antenna 85010092038 @ 35 ft



	Performance to Lakeland Tower	Performance to Lakeland Sr High
Mean IP	301.7 Mbps	301.7 Mbps
IP Availability	100.00000 % for 300.0 Mbps	100.00000 % for 300.0 Mbps

Link Summary			
Link Length	0.237 mi.	System Gain	166.51 dB
Band	38 GHz	System Gain Margin	50.70 dB
Regulation	FCC	Mean Aggregate Data Rate	603.4 Mbps
Modulation	Adaptive	Annual Link Availability	100.00000 %
Bandwidth	50 MHz	Annual Link Unavailability	0 secs/year
Total Path Loss	115.82 dB		

Climatic Factors, Losses and Standards			
dN/dH not exceeded for 1% of time	-252.34 N units/km	Link Type	Line-of-Sight
Area roughness 110x110km	230.94 metre	Excess Path Loss	0.00 dB
Geoclimatic factor	7.32e-005	Atmospheric Gasses	ITU-R P.676-7, ITU-R P.835-4
Fade Occurrence Factor (Po)	9.11e-009	Diffraction Loss	ITU-R P.526-10
Path inclination	16.99 mr	Propagation	ITU-R P.530-12
0.01% Rain rate	24.02 mm/hr	Rain Rate	ITU-R P.837-5
Free Space Path Loss	115.78 dB	Refractivity Index	ITU-R P.453-9
Gaseous Absorption Loss	0.03 dB		

Part Number	Qty	Description
(no part number)	2	Unspecified 38 GHz ODU (invalid TX frequency selection)
07010109007	2	ODU Remote Mount Kit 38 GHz - UBR320 output
07010118006	4	WR28 Flex Twist Hanger Kit, 28 ~ 38 GHz
30010194001	1	50 Ohm Braided Coaxial Cable - 75 meter
58010076014	2	3' Flex Waveguide 28 ~ 38 GHz - UBR320/ PBR320
85010092038	2	1' HP Antenna, 37.00 ~ 40.00 GHz, Dual Pol, PBR320
WB3480	2	PTP800 Modem 1000/100BaseT with Capacity CAP 10 Mbps
WB3546	2	PTP800 Modem Capacity CAP - Full Capacity (per Unit)
WB3616	2	Coaxial Cable Installation Assembly Kit (W/O LPU End Kit)
WB3657	2	LPU END KIT PTP800 (1 kit required per Coaxial cable)

MOTOROLA

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Attachment I

PROPOSAL NUMBER
ID-100-102-1004

SPIN
143034664

DATE
February 8, 2011

Dark Fiber Connection

Enhanced Fiber Build

PROPOSAL *for* LAKELAND SCHOOL DISTRICT #272

Prepared *for*
Tom Taggart
Director of Business and Operations
Lakeland School District #272
P.O. Box 39
Rathdrum, ID 83858
t 208 687 0431 · f 208 687 1884

fatbeam

22274 East Bennett Lane
Liberty Lake, WA 99019
t 509 344 1008 · f 509 344 1009

Summary of Services, Lease and Charges

This Fiber Optic Services and Lease Proposal ("Proposal") is made by Fatbeam to Lakeland Join School District #272 ("Customer").

Fatbeam shall provide all labor, materials and equipment required to engineer, install, splice and test Qty (11) locations delivering **Dark Fiber Connections (2 Fibers)** lateral builds, using existing or newly constructed fiber optics owned by Fatbeam, between network backbone and the following locations: **John Brown Elem 155574 N Washington Street, Betty Kiefer Elem 13898 N Schooner Street, Mt View Alt. HS 7802 W Main Street, Lakeland Sr. HS 7006 W Highway 53, and Lakeland Jr HS 15601 N Highway 41 (Schools represented in the Core Fiber Network) and Spirit Lake Elem 32605 N 5th Road, Timberlake JR HS 5830 W Blackwell Blvd, Timberlake HS 5973 Highway 54, Athol Elem 6333 E Menser Ave, Twin Lakes Elem 5326 Rise Road and Garwood Elem 17506 N Ramsey Rd (Schools represented in the Enhanced Fiber Build)** (the "Fiber Network"), One-time installation charges set forth below.

After installation of the Fiber Network, Fatbeam will lease the Fiber Network to Customer for a term of **60 months w/60 month option** (the "Term"), at the Monthly Recurring Charge (MRC) set forth below, and upon on the terms and conditions summarized in Exhibit A to this Proposal and more specifically set forth in Fatbeam's standard Lease form.

Fatbeam will invoice the School District directly for the installation charges and the MRC. Contract term begins upon district approval or when the district receives E-Rate funding. Customer understands and agrees that the one-time installation charges and the MRC for the 60-month lease term are Customer's firm contractual obligations.

Customer shall provide Fatbeam right of way and any and all related permissions to occupy and access buildings for the installation of the Fiber Network and for the periodic inspection and maintenance or repairs of the Fiber Network during the term of the lease.

fatbeam core *One-Time Installation Charges*

Fiber Lateral Builds from Network Backbone to (5) Premise Locations	$90,420.00
Sub Total	$90,420.00
Applicable Taxes Sales Tax N/A	
TOTAL One Time Install Charge	**$90,420.00**

fatbeam pipe *Monthly Recurring Charges*

Lease Charges for Dark Fiber Connections (Qty 11) $1,785 ea. (2 fibers/1 pair to each location) *Option 2nd pair fiber $195 each per location	$19,635.00
Applicable Taxes Sales Tax N/A	
TOTAL Monthly Recurring Charge	$19,635.00

Acceptance

This Proposal is considered proprietary and confidential and should not be disclosed to persons or organizations that are not involved in the approval process.

To accept this Proposal, please return and original signed copy of the entire document to Fatbeam. You may fax a signed signature page ahead of the original. By signing the acceptance of this proposal the Customer agrees to all terms and conditions as stated.

The contract for the Services shall be considered binding upon acceptance of this Proposal, as set forth above, and the lease of the Fiber Network shall be binding upon Customer's execution of Fatbeam's standard Lease setting forth the Term, MRC and locations set forth in this Proposal and the other terms and conditions summarized in Exhibit A.

FATBEAM, LLC	CUSTOMER
_____	_____
(Authorized Signature)	(Authorized Signature)
Gregory Green	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
2.08.2011	_____
(Date)	(Date)

Exhibit A
Summary of Terms and Conditions of Fiber Optic Lease Agreement

The Fiber Optic Lease ("Lease") described in Fatbeam's Proposal shall have a Term of 60 months with a 60 month option, will cover the Fiber Network comprised of the (Qty 11) dark fiber connections/11 locations from the network backbone to the locations described in the Proposal, using existing or newly constructed fiber optics owned by Fatbeam.

The amount of rent under the Lease for the Fiber Network will be the monthly recurring charges (MRC), including applicable sales and use tax, set forth in the Proposal.

Customer shall provide Fatbeam right of way and any and all related permissions to occupy and access buildings for the inspection, maintenance and repair of the Fiber Network during the Term of the Lease.

Lease Payments, and any other payments under the Lease shall be mailed or delivered to the following billing address:

Mailing Address (for payment purposes only):
Fatbeam LLC
721 S Lochsa Street, Ste 15
Post Falls, ID 83854
ATTN: Finance/Accounts Receivable

If any part of a Lease Payment or other payment obligation of Customer is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month on the outstanding balance (18% per annum).

The Lease will require that Customer agree to assume full and complete control, responsibility, and liability for the content and signals transmitted through the Fiber Network by its employees, customers, agents, and invitees, and Customer further assumes in the Lease all liability from any third party claims, suits, or disputes over such content and signals.

The Lease shall be governed and interpreted under the laws of the State of Washington.

The Lease shall have all of the other ordinary and customary terms and conditions for the lease of dark fiber and connections that are set forth in Fatbeam's standard Lease form, a copy of which shall be provided to Customer upon request.

Upon execution of the Lease, it shall supersede the provisions of the Proposal and shall represent the entire agreement between the Parties relating to the lease of the Fiber Network. No prior or contemporaneous discussions, representations, understandings, or statements, oral or written, relating to the Proposal or regarding the Lease prior to its execution, shall have any force or effect.

Company Information

Fatbeam is a competitive access provider "CAP" delivering broadband access services to education, government and enterprise customers in the Pacific Northwest. Its founders include Shawn Swanby and Greg Green. Mr. Swanby is the founder and president of Ednetics (www.ednetics.com), a respected service provider of education related technology based solutions. Greg Green (www.greggreen.com) is the founder and former president of Nextlink, Avista Communications and OneEighty Communications. Mr. Green's extensive knowledge of the competitive telecommunications market and Mr. Swanby's credentials and experience in education and technology uniquely position Fatbeam in the competitive access market.

Partnership with Ednetics

There are a number of beneficial services because of the Ednetics and Fatbeam partnership. Ednetics is nearing completion of a state of the art corporate headquarters and data center in Post Falls, ID. Upon completion of this facility, Ednetics will be developing several education specific products that can be delivered on Fatbeam networks. These include but are not limited to:

- Hosted Voice: Fully featured unified communications with education specific options for bell, intercom and emergency notification. This service will have high eligibility for priority 1 E-rate and will operate as if it were a district owned phone system.

- Hosted VDI: Private cloud based compute services that allow the district to fully deploy VDI out of the Ednetics data center(s) or to augment existing in house VDI deployments to expand compute capacity during high usage times like state testing.

- Hosted Backup Services

- Hosted Exchange Services

Data Services

Under terms of our proposal fatbeam will provide the Customer Dark Fiber services. In doing so fatbeam will provide (2 strands) of dark fiber connecting each location in a point-to-point fashion back to the data facility. However, fatbeam has attempted to incorporate some ring architecture as noted in the below fiber maps to create physical diversity focusing on the data or central HUB site. Fatbeam will be responsible for the maintenance and repair of the fiber network and the customer will be responsible for any electronics on the network. In addition, there is an option to increase the fiber pairs from 2 to 4 strands for a nominal monthly fee.

References

During Mr. Green's tenure at Nextlink, a number of large institutional local and wide area projects were delivered successfully including the City of Spokane, Whitworth College (Ken Brown its current CIO). While at Avista Communications under Mr. Green's leadership Spokane School District 81 and Avista built one of the first fiber optic networks utilizing E-Rate funding.

Ednetics has provided WAN network design, implementation and support services for school districts across the Northwest including: Yakima School District, Sunnyside School District, Post Falls School District, Pasco School District, Freeman School District, Toppenish School District, Washington State University Spokane and Eastern Washington University

Service Outage and Support

Dark fiber is an un-monitored service. In case of fiber failure the customer and/or the local utility is responsible for notifying Fatbeam of the outage. In this situation a Fatbeam representative will provide an on site restoration of the network within a 4 hour period of the initial notification or the service outage. Fatbeam shall retain the services of a local utility contractor whom will provide the initial construction and on a going forward basis any and all service and maintenance requests. The contractor shall meet the minimum School District requirements and be within 50 miles of the fiber optic network. While fatbeam's Dark Fiber services are an un-monitored fatbeam wishes to work with the School District once the fiber is lit and request certain access to alarms such that fatbeam's Network Operation Center be notified and properly record such events.

Additionally, fatbeam is a joint venture with Ednetics as a primary stakeholder. Additional support and repair will be provided by a local team of engineers and project managers with extensive experience and certifications in the networking industry. Detailed resumes can be provided if needed.

E-Rate eligibility

The enclosed Fatbeam proposal is provided using E Rate Guidelines, SPIN number 143034664. Additional Dark Fiber is eligible for E-Rate discounts including associated installation fees and monthly recurring charges.

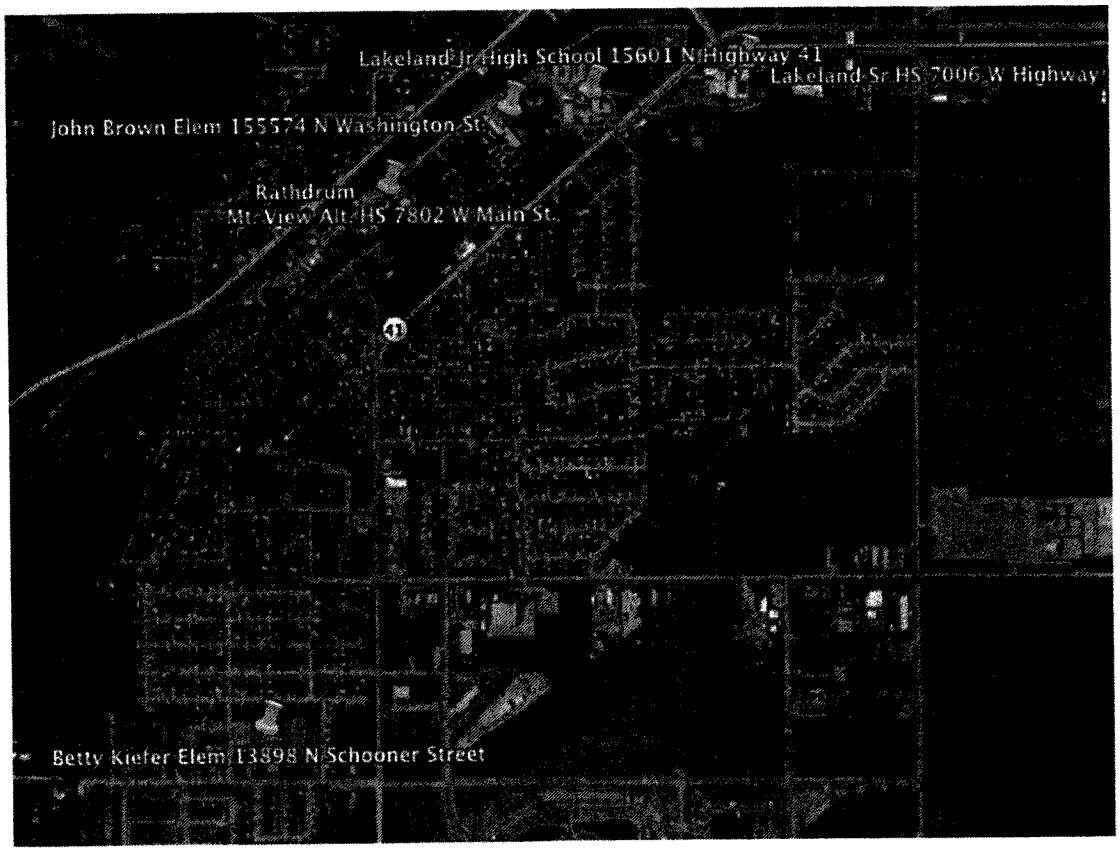
Project Implementation

Should fatbeam be awarded the project, the Customer will submit the agreement to E Rate for funding approval. During the approval process fatbeam will develop a detailed project management worksheet in parallel at the expense of fatbeam to further advance the project. As part of this process, fatbeam will begin the process of requesting a city franchise agreement, procuring a right of way agreement with the local utility, working necessary easements and right of way, developing its engineering and design plans and approving final selection of the utility contractors that will be used for implementation and construction of the fiber optic network.

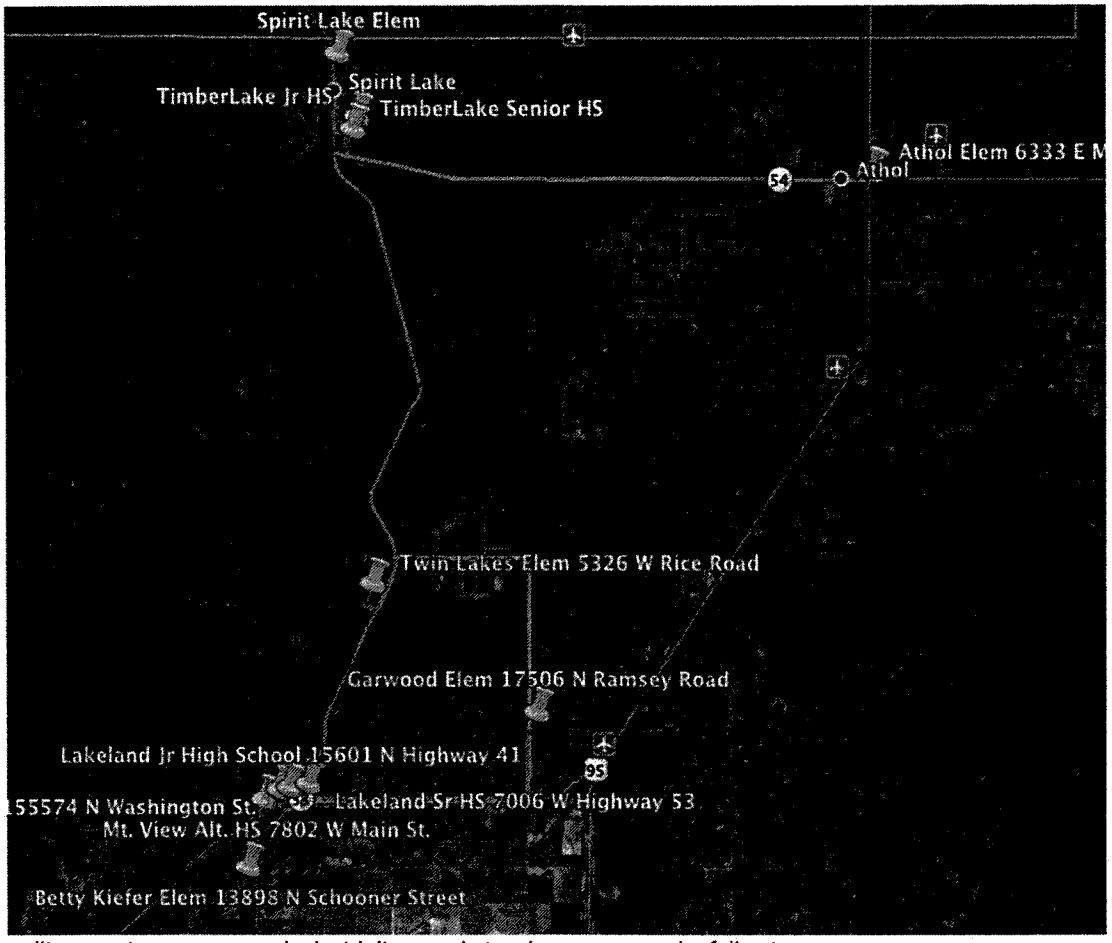
Additionally, fatbeam will work with the Customer to develop a plan that best meets the districts needs for the initial switch to dark fiber. Fatbeam encourages the school district to help develop a list of schools by priority.

Fatbeam Draft (V.01) Proposed Fiber Routes and Locations for Lakeland SD #272

Core Fiber Build



Enhanced Fiber Build



Satellite map images are marked with lines and pins that represent the following:

- **Blue Lines** Proposed Fiber Routes
- **Yellow Pins** Schools on the Original Proposed Fiber Route