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onShore Networks of Illinois, L.L.C. - Services Agreement

Agreement made this 14th day of April, 2015, and effective on July 1, 2015 (the "Effective Date") by and between onShore Networks of Illinois, L.L.C. an Illinois Limited Liability Corporation, d/b/a onShore Networks, L.L.C. (hereinafter referred to as "onShore") with offices located at 1407 W Chicago Ave., Chicago, IL 60642 and UNO Charter School Network, Inc. (hereinafter referred to as "UCSN") with offices located at 954 W. Washington Blvd, Chicago, IL, 60607.

1. UCSN hereby retains onShore as an independent contractor willing to provide certain skills and abilities to UCSN of which UCSN has need and onShore hereby accepts such contract. onShore is an independent contractor and nothing contained in this Agreement shall be deemed or interpreted to constitute onShore as a partner, agent or employee of UCSN, nor shall either party have any authority to bind the other.

2. Term. This Agreement shall have an initial term of three (3) years, as of the Effective Date through June 30, 2018, ("Initial Term"), unless terminated earlier as stated herein.

3. Services Covered. Onshore personnel will perform all work under this Agreement using only the highest professional standards and will comply with best industry practice. Onshore shall commence the performance of services under this Agreement on the Effective Date. Details of services provided are included on onShore Quote Proposals or as Addendum. This Services Agreement covers all onShore's services. Additional services will be described and broken out under separate Quote Proposals or Addendum. Each subsequent Quote Proposal will have a unique identifying number. Each Quote Proposal and/or Addendum will require UCSN approval. This Service Agreement is the Agreement under which all Quote Proposals and/or Addendum are covered. During the course of this Agreement, UCSN may desire a change in the services covered. Requests for changes will be made in writing and delivered to onShore. These proposed changes will be reviewed by the parties and the parties will agree on whether implementation of the change(s) will affect the implementation date, price, schedules or other terms and conditions of the Agreement. Any changes in price, scope of the work, schedule or other terms must be documented in writing and signed by both parties.

4. Definitions. UCSN shall pay to onShore as compensation for all services to be provided pursuant to this agreement, the rate as quoted for each project, the attached Addendum for Recurring Services and Project Addendum.

"Fixed-bid" or "Project" refers to work that is quoted as a flat price service to accomplish a defined scope of work. While work is logged and tracked, there is no hourly billing for work that falls within the scope of services. No additional fees are charged without an additional quote or proposal approved by UCSN prior to such work being undertaken by onShore. Payment terms may vary and are present on the approved quote for each specific project.

"Managed Service" and "Network Management" refers to work that is quoted as a flat price service to accomplish a defined scope of work. While work is logged and tracked, there is no hourly billing for work that falls within the scope of services. Additional fees may be charged on an hourly basis if work performed falls outside of specifications. There are specific requirements to which UCSN must adhere in order to remain active in the Network Management program or for specific hardware to continue to be included and covered under this program. Details are included in onShore's Network Management specifications sheet.

"Recurring Services" refers to any services provided that have a recurring fee, typically monthly.

"Service Block" refers to a pre-paid retainer for ongoing and as needed work to be performed hourly. Work is logged and debited from the retainer. Monthly statements are sent to UCSN. Service Blocks are available only on a pre-paid basis but rates vary with volume and are present on the approved quote for each block.

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"Hourly" refers to work performed as needed on an hourly basis as requested by UCSN. Work is logged and invoiced upon completion. Rates and terms are set at onShore's current hourly rate and net thirty (30) from invoice date or as quoted.

"Travel Time" refers to the time it takes for onShore employees to travel to and from UCSN's place of business. UCSN may reimburse onShore for reasonable expenses incurred by onShore personnel for travel which both parties agree is required to perform this Agreement. All such expenses shall require prior written approval of UCSN.

5. Managed Service and Connectivity Requirements.

a. Customer Premise Equipment (CPE). Customer Premises Equipment provided by onShore to facilitate Managed Services, Connectivity or other such services, and installed at onShore or UCSN premises, is and remains the property of onShore. If such service to UCSN is discontinued, cancelled or altered, equipment provided to facilitate service must be returned to onShore or arrangements made to allow onShore to retrieve equipment immediately after cessation of service. If equipment is not returned or onShore is not allowed access to retrieve equipment, UCSN will be invoiced for and responsible to immediately pay for equipment at list price, as identified by onShore.

b. Acceptable Use. UCSN cannot sell connectivity services or otherwise charge or barter connectivity fees to other parties. onShore's internet connectivity services are provided for Commercial, non-residential, use only. UCSN agrees that onShore's connectivity services will be used in this manner. This limitation of use is further described on onShore's Acceptable Use Policy which can be referenced here: <http://www.onshore.com/services/online/aup/> UCSN may host Web and other Internet services via onShore connectivity, provided they are only for UCSN use.

c. Maintenance of Premises and Equipment. UCSN must, in good faith, maintain the premises so as to accommodate premise-installed equipment within manufacturer specifications. UCSN must also provide access to its premises, with reasonable advance notice of at least one business day or in the event an emergency requires immediate access, as needed for repair or maintenance of premise-installed equipment.

onShore agrees to maintain UCSN's software, equipment and systems and monitor UCSN's network throughout the term of this Agreement within manufacturer specifications so as to prevent failure of UCSN's network and telecommunication services. onShore agrees to respond to UCSN's report of network or telecommunication outage within two (2) hours and report action taken.

6. Response to Alerts. onShore's staff, responds 24x7 to alerts. Issues are tracked within Request Tracker (RT), the trouble ticketing system. Customers are contacted to confirm alerts and to identify any physical problems such as power interruption. For circuit outages, transport vendors are immediately contacted for testing and dispatch. UCSN must provide access to premise in the event dispatch is required.

7. Invoicing and Payments. All invoices submitted by onShore must set forth the following information (i) a description of the work performed, (ii) a record of approved expenses and receipts by individual, and (iii) the number of hours worked if the work performed is not billed on a fixed price basis, and a description of work performed by day. UCSN reserves the right to return incomplete invoices and to return or correct invoices containing errors. Invoices are payable within thirty (30) days after UCSN's receipt of payment from onShore or as per the quoted prepayment rate and schedule. In the event payments are not received by onShore within the quoted payment terms period, onShore may use all reasonable legal means to receive full payment and may deduct the monies due from any and all accounts or deposits by UCSN for this or any other services or contracts between UCSN and onShore, including any prepayments or security deposits. onShore may also terminate any and all services to UCSN under contract or agreement between onShore and UCSN in the event of non-payment by UCSN provided that onShore provides UCSN with

at least thirty (30) days written notice of such non-payment and such non-payment is not cured by UCSN within an additional thirty (30) day period. UCSN agrees that in addition, it shall pay reasonable attorneys fees and court costs that may be incurred by onShore in successfully enforcing the terms of this Agreement or in collection of any moneys due. UCSN agrees that interest of the rate of 1.5% per month shall accrue on all balances that remain outstanding. Additional details are included on the onShore Service Definition document.

8. Termination. UCSN or onShore may provide the other party with written notice of a material breach of this Agreement. The breaching party has thirty (30) days after receiving written notice of the breach to cure the stated breach to the satisfaction of the complaining party. If the breach is not corrected within the thirty (30) days, the complaining party may terminate the Agreement without any further obligation hereunder, except for direct costs for circuit termination from the telecommunications carrier.

If UCSN, however, terminates this Agreement prior to the end of the Initial Term, either without cause or as a result of UCSN breaching this Agreement and failing to cure such breach to the satisfaction of onShore, UCSN must pay onShore Termination Fees. Such Termination Fees include Service Fees that are: (a) all unpaid charges for Services previously rendered by onShore under the Initial Term of this Agreement and (b) fees equal to 100% of the average monthly invoice during the Initial Term times each month remaining in the Initial Term; and unpaid Product costs. For products with a variable monthly usage price, onShore will take the average monthly invoice from previously invoiced months during the Initial Term and extend this average monthly price to the remaining months of the Initial Term. UCSN will be responsible to pay this average monthly fee multiplied by the remaining months of the Initial Term.

The parties understand and agree the Service fees and Product cost charges under this Agreement were determined based on the agreed Initial Term of three (3) years. The aforementioned fees and costs are a genuine pre-estimate of liquidated damages that onShore will suffer should this Agreement be terminated without cause by UCSN prior to the end of the Initial Term and not a penalty for UCSN.

9. Independent Contractor. onShore is an independent contractor and may engage in other business activities during the term of this Agreement, provided however that onShore represents and warrants that it has not undertaken and will not undertake any work with third parties which will in any manner conflict with the work onShore has performed or is performing UCSN pursuant to the terms of this Agreement. In case of doubt, before commencing such activities, onShore will review any and all areas of conflict with UCSN.

10. Non-Solicitation. Neither party shall not solicit, obtain, receive, retain or employ in any way independent services from the other's current employees, former employees or subcontractors during the term of this Agreement or for a period of two years following the termination of this Agreement. In the event either party wishes to retain the service of the other's employee, former employee or subcontractor, such party shall contact and discuss such proposed employment with the other party's management prior to any discussion with such employee, former employee or subcontractor. It is understood and agreed that in the event either party shall hire any of the other's employee, former employee or subcontractor to perform independent services or as an employee, the party seeking to effect such hire shall pay the other an amount equal to 100% of such employee, former employee or subcontractor's annual salary or annualized compensation during employment with the other party, and, upon receipt of such funds, both the party seeking to effect the hire and such employee shall be released from the obligations of this section.

11. Non-Disclosure of Trade Secrets. UCSN agrees not to disclose any onShore trade secrets, products, customized software or other confidential information without prior written permission from onShore. onShore agrees not to disclose any UCSN trade secrets, products, customized software or other confidential information without prior written permission from UCSN.

12. **Warranties; Disclaimer.** onShore warrants that all services provided by onShore to UCSN shall be performed in a good and workmanlike manner, in accordance with accepted industry standards. There is no warranty for any service program written or system installed or repaired by onShore, to the extent permitted by applicable law. Except when otherwise stated in writing, onShore and/or other parties provide any program or system "as is" without warranty of any kind, either expressed or implied, ONSHORE DISCLAIMS, WITH AGREEMENT OF UCSN, ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. The entire risk as to the quality and performance of the service program or system is with UCSN. Should the service program or system prove defective, UCSN assumes the cost of all necessary servicing, repair or correction. UCSN releases and agrees to hold onShore harmless from special, incidental or consequential damages.

13. **Limitation of Liability.** In no event shall either party be liable for any indirect or consequential costs and damages incurred by UCSN arising out of or relating to use of the Services and the Internet including, without limitation, network outages, lost data, lost profits, networking inaccessibility, incorrect instructions, viruses, and any content available on the Internet, which may include false, misleading, indecent or objectionable language, graphics or images.

14. **Indemnification.** Both parties agree to and shall defend, indemnify, and hold harmless UCSN and onShore and all of their respective directors, officers, employees, servants, agents, successors, and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable attorneys' fees and expenses) arising out of or resulting from: (i) the breach of duties under this Agreement; (ii) any of the representations or warranties in this Agreement proving to be untrue or incorrect in any material respect; (iii) the violation of any law, statute, ordinance, order, rule or regulation; or (iv) any negligent actions or omissions solely attributable to either party or its employees, agents, or contractors which results in any injury to property or personal injury. Further, onShore agrees to and shall defend, indemnify and hold harmless UCSN, its directors, officers, employees, servants, agents and successors and assigns from and against any claim, suit, demand, action, loss, cause of action, damages, cost, judgment, penalty, fine, liability and expense (including, without limitation, reasonable attorneys' fees and expenses arising out of or resulting from any claim by a third party for any intellectual property infringement involving any service program written, installed or repaired by onShore under this Agreement. Should such an intellectual property infringement claim be filed by a third party, onShore agrees to either provide a non-infringing service program for the remainder of the terms of this Agreement or pay UCSN's expense for its procurement of a replacement and non-infringing service program.

15. **Insurance.** Throughout the Initial Term and any Renewal Terms, onShore, at its own expense, shall procure and maintain the insurance coverage described below covering all Services performed under this Agreement, whether by onShore or its subcontractor(s). All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service or be an authorized Risk Retention Group acceptable to UCSN.

- Workers Compensation and Employers' Liability Insurance affording compensation benefits for all employees required by law and employer's liability insurance with limits of Five Hundred Thousand Dollars (\$500,000) for accident and disease.
- Commercial General Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for personal injury and property damage liability inclusive of independent contractors, contractual liability for this insured contract, and products/completed operations coverage maintained for not less than two (2) years following termination of the contract or completion of the Services.
- Commercial Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000) per accident for bodily injury (including wrongful death) and property damage liability arising from owned, non-owned and hired automobiles is required when any motor vehicle is used in connection with Services to be performed under this Agreement.
- **Additional Insured.** onShore shall have its general and automobile liability insurance endorsed to provide that UCSN, its members, directors and officers, employees and agents and any other entity and may be designated by UCSN are listed as "ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS" on a primary basis, without recourse or right of contribution.

Insurance Certificate. onShore shall require its insurer(s) to submit insurance certificate(s) evidencing coverage maintained by onShore indicating that UCSN, its members, employees, agents and officers, and such other parties as may be designated by UCSN are *additional insured* on the general and automobile liability insurance and must evidence sixty (60) days prior written notice of material chance, cancellation, or non-renewal be given to:

UNO Charter School Network, Inc.
Attn: Diane Vaslij, Acting Director of Procurement
954 W. Washington, 3rd Floor
Chicago, IL 60607

onShore's failure to carry or document required insurance shall constitute a breach of the Agreement and any failure by UCSN to demand or receive proof of insurance coverage shall not constitute a waiver of UCSN's obligation to obtain the required insurance. UCSN will not pay onShore for any work if satisfactory proof of insurance is not provided before the commencement of Services hereunder. UCSN reserves the right to obtain copies of insurance policies and insurance records by written request at any time from onShore or its subcontractors and to modify, delete, alter or change insurance requirements at any time.

OnShore shall require any subcontractors performing under this Agreement to maintain comparable insurance that shall name onShore, UCSN inclusive of its members, employees and agents, and any other entity designated by UCSN as *Additional Insureds*. onShore will maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements and shall submit copies of coverages upon request.

16. Assignment; Third Party Beneficiaries. Either party may assign this Agreement without the express written consent of the other party. This Agreement is not intended to confer any benefits on any person not a party hereto. The rights and obligations of each party hereto shall inure to the benefit of and be binding upon the successors and assigns of either party.

17. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Illinois. All parties further agree that any action to enforce the terms of this Agreement or arising from the performance of this agreement shall be brought only in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois and in no other forum. All parties hereby consent to the jurisdiction of such courts in any action regardless of the residence of such party.

18. Authority to Execute This Agreement; Counter-Parts; Electronic Signature. Each party represents and warrants that the person signing this agreement on behalf of such party is fully authorized to execute this agreement for and on behalf of such party and has obtained all necessary authorizations. The parties understand and agree that no amendment or alterations to this agreement shall be effective unless in writing, signed by the parties. All notices required or permitted to be given hereunder shall be in writing and may be delivered personally, or by certified or registered mail, return receipt requested, addressed to the party's last known address. A facsimile copy of this executed agreement shall be accepted and is a legal and binding contract equal to an originally signed contract.

It is agreed between the parties that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

19. Both parties understand that there are nineteen (19) sections in this Agreement.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date indicated below.

UNO Charter School Network, Inc.

By: Josephine Gomez
Print Name: JOSEPHINE GÓMEZ
Title: UCSN chief of staff
Date: 4-14-15

onShore Networks, L.L.C.

By: Nick Valavanis
Print Name: NICK VALAVANIS
Title: COO
Date: 4/17/15

UNO Charter School Network, Inc.

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

UNO Charter School Network, Inc.

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

Addendum for Recurring Services

The following is/are Recurring Services for UNO Charter School Network, Inc. (hereinafter referred to as "UCSN") with offices located at 954 W. Washington Blvd, Chicago, IL 60607. Services to be delivered by onShore Networks (hereinafter referred to as "onShore") with offices located at 1407 W Chicago Ave., Chicago, IL 60642.

This Addendum covers the following onShore services as outlined and approved by UCSN on the following onShore quotes:

Q38998-1 Carrier Ethernet – Monthly Fee \$19,569.19 (includes Estimated Eligible Taxes & Fees)

Q38997-1 Internet Access – Monthly Fee \$4846.17 (includes Estimated Eligible Taxes & Fees)

Q39150-1 onShore Colocation Services – Monthly Fee \$1080

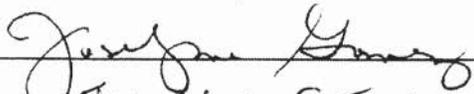
onShore's fee for service is **\$917,832.96**. onShore agrees to divide this cost into monthly payments for over a period of 36 months. UCSN is expected to pay for the service and will be invoiced, one month in advance, **\$25,495.36** on a monthly basis until the service is paid in full. This amount does not include variable monthly costs. Those products with a variable monthly fee will be invoiced on a monthly basis in addition to the fee mentioned above. UCSN is responsible to pay all fees throughout the term of the contract. The initial term of this agreement is **stated in Section 2 of the Agreement**.

Termination of this agreement can be initiated by either party pursuant to the provisions of Section 8 of this Agreement. Requests for termination of services by UCSN, if by electronic mail, are required to be sent to billing@onShore.com. Services to be terminated must be provided along with a specific date for termination.

It is understood that the date associated with the execution of this contract is not the date of beginning of service. In the case of services which involve other vendors, billing begins when vendors deliver circuit(s) in the demarcation point-of-presence (POP). Other than service from other vendors, billing begins when onShore declares service is activated and begins billing for service. All terms and conditions are included in the current executed Services Agreement between UCSN and onShore and can be referenced there.

onShore telecommunication services, when quoted, may exclude applicable federal, state, local taxes, surcharges and any other fees onShore is required to pay. onShore will invoice, and UCSN is responsible for payment of, all such items.

UNO Charter School Network, Inc.

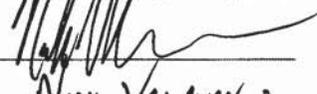
By: 

Print Name: Josephine Gomez

Title: UCSN Chief of Staff

Date: 4-14-15

onShore Networks, L.L.C.

By: 

Print Name: NICK VALAVANIS

Title: COO

Date: 4/17/15

Project Addendum

The following Project is for UNO Charter School Network, Inc. (hereinafter referred to as "UCSN") with offices located at 954 W. Washington Blvd, Chicago, IL, 60607. Services to be delivered by onShore Networks (hereinafter referred to as "onShore") with offices located at 1407 W . Chicago Ave., Chicago, IL 60642.

This Addendum covers the following onShore services as outlined and approved by UCSN on the following onShore quotes:

Q38998-1 Carrier Ethernet Installation \$13,650.00

Q38997-1 Internet Access Installation \$975.00

Q39150-1 onShore Colocation Services Installation \$1800

Per-site:

- Coordinate and manage installation of carrier fiber and carrier equipment with campus coordinators
- Test intra-campus connectivity, once carrier provisioning process has been completed - validate each link for bandwidth and errors
- Test Internet connectivity at hub location
- Configure and coordinate hand-offs to campus network administrators
- Provide as-built diagram and project documents to client, and e-rate compliant inventory - as applicable

Payment terms will be as follows:

- \$8212.50 (50%) due July 1, 2015.
- \$6570 (40%) due when 90% of project is complete.
- \$1642.50 (10%) due upon receipt of closing documents.

All terms and conditions are included in the current executed Services Agreement between UCSN and onShore and can be referenced there.

UNO Charter School Network, Inc.

By: Josephine Gomez

Print Name: Josephine Gomez

Title: UCSN Chief of Staff

Date: 4-14-15

onShore Networks, L.L.C.

By: Nick Valavanis

Print Name: NICK VALAVANIS

Title: COO

Date: 4/17/15

United Neighborhoods Organization Charter

Quote Q38997-1-143021407 2015 85% 946150001281423 FRN Site Eligibility 100%

Item Description	MFO Part #	Function	Qty	Cost	Est Cost	Elig.	Eligible Portion	Ineligible Portion	Install Hrs	Rate	Install Cost	Eligible Inst.	Ineligible Inst.	Eligible Total	Ineligible Total
Internet Access 3- Year Term				\$0.00	\$0.00	100%	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
onShore Data Center 218 W Jackson Blvd, Chicago, IL 60604 - Monthly Fee		Internet Access	1	\$4,642.17	\$4,642.17	100%	\$4,642.17	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$5,617.17	\$0.00
Internet - Switched Ethernet Service - ASX		Internet Access	1	\$204.00	\$204.00	100%	\$204.00	\$0.00			\$0.00	\$0.00	\$0.00	\$204.00	\$0.00
Estimated/Eligible Taxes & Fees - Monthly Fee				\$0.00	\$0.00		\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:				\$4,846.17	\$4,846.17		\$4,846.17	\$0.00	6.5	\$975.00	\$975.00	\$3,876.00	\$0.00	\$5,821.17	\$0.00

Site Eligibility Totals: \$5,821.17
Grand Total: \$5,821.17

Do You Pay Tax? (If no, please return signed Tax Exemption Form.)

Shipping Method: Ground 2nd Day Overnight
 * For 2nd Day and Overnight Shipping, PO should be faxed in by 3:00pm for same day Equipment Exemption Form, if applicable.

Upon approval of this quote, please sign and fax back along with a signed Machinery and Equipment Exemption Form, if applicable.

*Installation charges are not included in hardware prices and will be billed at our hourly or fixed priced rates.

PRICING TERMS
 *All items are subject to availability and prices are subject to change after 7 days.
 *RAM pricing which is only good for the day this quote is generated and is subject to be requote at the time of actual purchase.

SHIPPING TERMS
 *Shipping will be billed additionally.

PAYMENT TERMS
 *Hardware terms are C.O.D. 1% reduction in net hardware price for full prepayment.
 *Leases are pending approval from lessor.
 *Interest at 1.5% per month will be assessed on all past due balances.
 *onShore accepts payments via credit card. A 3% processing fee will be added for credit card transactions.

RETURN POLICIES
 onShore will accept unopened returns within 10 days of delivery. A standard 25% restocking fee will be assessed on all returns.

WARRANTY INFORMATION
 *All manufacturer's warranties, if any, will be transferred to buyer upon payment of invoice.
 *In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.

ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ONSHORE TELECOMMUNICATIONS FEES .

Signature / Print Name: *Josephine Gomez* Josephine Gomez
 Client PO Number: 4.14.15
 Date

United Neighborhoods Organization Charter

Quote # **038998-1-143021407** SPIN # **143021407** Funding Year **2015** USAC Rate **85%** 470 Application # **946150001281423** FRN **946150001281423** Site Eligibility **100%**

Item Description	MFG Part #	Function	Qty	Cost	Ext Cost	Elig.	Eligible Portion	Ineligible Portion	Install Hrs	Rate	Install Cost	Eligible Int.	Ineligible Int.	Eligible Total	Ineligible Total
Carrier Ethernet 3-Year Term				\$0.00	\$0.00	100%	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
854 W Washington, Chicago, IL 60607 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - 1 x 1000Mbps Port, 1000Mbps CIR UNO Charter School District Office New School 2013 New Rensselaer 2013		Internet Access	1	\$1,603.53	\$1,603.53	100%	\$1,603.53	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,578.53	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee				\$204.00	\$204.00	100%	\$204.00	\$0.00			\$0.00	\$0.00	\$0.00	\$204.00	\$0.00
4248 W 47th St, Chicago, IL 60632 - 60448 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 600Mbps CIR Makiy P. Hachor Garcia Pfc Omar E. Torres Spc David Zuzumbo		Internet Access	1	\$1,457.85	\$1,457.85	100%	\$1,457.85	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,432.85	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee				\$185.00	\$185.00	100%	\$185.00	\$0.00			\$0.00	\$0.00	\$0.00	\$185.00	\$0.00
7444 N Ridge Blvd, Chicago, IL 60644 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 400Mbps CIR Rogers Park High School		Internet Access	1	\$1,242.35	\$1,242.35	100%	\$1,242.35	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,217.35	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee				\$158.00	\$158.00	100%	\$158.00	\$0.00			\$0.00	\$0.00	\$0.00	\$158.00	\$0.00
6444 W 16th St, Chicago, IL 60644 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Benibome de las Casas		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee				\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$0.00	\$151.00	\$0.00
4048 S Fairland Ave, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Brighton Park		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee				\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$0.00	\$151.00	\$0.00
2744 Parkway, Chicago, IL 60632 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Sarofa Clarence		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee				\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$0.00	\$151.00	\$0.00
2659 N Michigan Ave, Chicago, IL 60607 - Point to Point - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Roberto Clemente		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$150.00	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00

United Neighborhoods Organization Charter

Quote: Q38998-1-143021407 SPIN # 143021407 Funding Year USAC Rate 2015 85% 470 Application # 946150001281423 FRN Site Eligibility 100%

Item Description	MFG Part #	Function	Qty	Cost	Est Cost	Elig. %	Eligible Portion	Install Hrs	Rate	Install Cost	Eligible Inst.	Ineligible Inst.	Eligible Total	Ineligible Total
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
2846 W Barry, Chicago, IL 60618 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR Cards/ Fios/ etc		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
2916 W 47th St, Chicago, IL 60632 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
2851 W 23rd St, Chicago, IL 60608 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
2919 W Cordia St, Chicago, IL 60622 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
5058 S Hansen, Chicago, IL 60632 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
8625 S St Louis Ave, Chicago, IL 60619 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00
6126 S California Ave, Chicago, IL 60637 - Monthly Fee WAN - Switched Ethernet Service - ASE - 1 x 1000Mbps Port, 250Mbps CIR		Internet Access	1	\$1,187.06	\$1,187.06	100%	\$1,187.06	\$0.00	6.5	\$975.00	\$975.00	\$0.00	\$2,162.06	\$0.00
Estimated Eligible Taxes & Fees - Monthly Fee		Internet Access	1	\$151.00	\$151.00	100%	\$151.00	\$0.00			\$0.00	\$0.00	\$151.00	\$0.00

United Neighborhoods Organization Charter

Quote # Q39150-1-1
 SPIN # 14-3021407
 Funding Year USAC Rate 470 Application # FRN
 Site Eligibility 100%

Item Description	MFG Part #	Function	Qty	Cost	Ext Cost	Elig. 100%	Eligible Portion	Ineligible Portion	Install Hrs	Rate	Install Cost	Eligible Inst.	Ineligible Inst.	Eligible Total	Ineligible Total
onShore Colocation Service 3-Year Term				\$0.00	\$0.00	100%	\$0.00	\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Colocation Full Rack - Monthly Fee One (1) Private Full Rack (42U) Power Option: 2020 Amp Network: 100Mbps One (1) Address May 2017		Internet - Racked Services	2	\$540.00	\$1,080.00	100%	\$0.00	\$1,080.00	12	\$150.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$2,880.00

Total: \$1,080.00 \$0.00 \$1,080.00 12 \$1,800.00 \$1,800.00 \$0.00 \$0.00 \$2,880.00
 Site Eligibility Total: \$1,800.00
 Grand Total: \$2,880.00

Do You Pay Tax? (If no, please return signed Tax Exemption Form.)

Shipping Method: Ground 2nd Day Overnight
 * For 2nd Day and Overnight Shipping, PO should be faxed in by 3:00pm for same day ordering.

*Installation charges are not included in hardware prices and will be billed at our hourly or fixed priced rates.

PRICING TERMS
 *All items are subject to availability and prices are subject to change after 7 days.
 *RAM pricing which is only good for the day this quote is generated and is subject to be requote at the time of actual purchase.

SHIPPING TERMS
 *Shipping will be billed additionally.

PAYMENT TERMS
 *Hardware terms are C.O.D. 1% reduction in net hardware price for full prepayment.
 *Leases are pending approval from lessor.
 *Interest at 1.5% per month will be assessed on all past due balances.
 *onShore accepts payments via credit card. A 3% processing fee will be added for credit card transactions.

RETURN POLICIES
 onShore will accept unopened returns within 10 days of delivery. A standard 25% restocking fee will be assessed on all returns.

WARRANTY INFORMATION
 *All manufacturer's warranties, if any, will be transferred to buyer upon payment of invoice.
 *In case of defective merchandise within the manufacturer's warranty, onShore will assist in warranty repair/return.

ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ONSHORE TELECOMMUNICATIONS FEES

Signature / Print Name: *Josephine Gomez* / Josephine Gomez
 Client PO Number: *WCSN Chief of Staff*
 Date: 4.14.15