

June 5, 2008

Paul C. Besozzi
Direct 202-457-5292
pbsozzi@pattonboggs.com

VIA ELECTRONIC FILING

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street SW
Washington, D.C. 20554

**Re: Erratum To Request For Review Of A Decision Of The Administrator Of
The Universal Services Administrative Company - Achieve Telecom Network
of MA, LLC – Funding Year 2007 Funding Request No. 1515053 –
Application of Somerville School District**

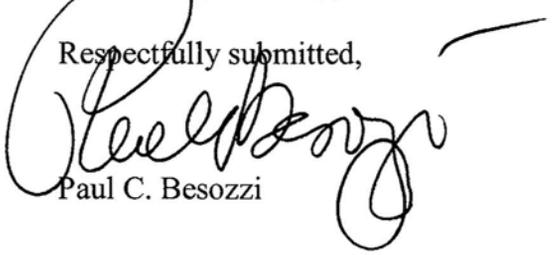
Dear Ms. Dortch:

At the request and direction of Achieve Telecom Network, we are filing this erratum to correct an inadvertent erroneous date in the above-referenced Request For Review filed in Docket No. 02-6 on May 7, 2008 (a copy of which is attached for your convenience).

In the first paragraph under the heading “2. The Somerville and Achieve Contract,” the date in the middle of the paragraph should read “June 14, 2005” rather than “June 14, 2004.” The corrected sentence is as follows: “However, E-rate support for Funding Year 2004 was not approved by USAC until June 14, 2005, just two weeks before the end of that Funding Year.”

If you have any questions, please contact the undersigned at (202) 457-5292 or pbesozzi@pattonboggs.com.

Respectfully submitted,


Paul C. Besozzi

Enclosure



May 7, 2008

BY ECFS

Federal Communications Commission
Office of the Secretary
445 12th Street, S.W.
Washington, D.C. 20554

RE: Request For Review Of A Decision Of The Administrator Of The Universal Services Administrative Company ("USAC") - Achieve Telecom Network of MA, LLC ("Achieve")- Funding Year 2007 Funding Request No ("FRN"). 1515053 - Application of Somerville School District

*Dear Secretary Dortch:

In accordance with Section 54.719 of the Commission's rules and the relevant USAC guidelines (<http://www.usac.org/sl/about/appeals/default.aspx>) Achieve (SPIN 143026761) hereby requests that the Commission review the April 15, 2008 decision of the Administrator denying the referenced funding request. A copy of the Funding Commitment Decision Letter ("FCDL") denial is Attachment A hereto.

As reflected therein, the applicant is the Somerville Public Schools of Somerville, Massachusetts ("District"), Massachusetts: Billed Entity No. 120536, Form 471 Application No. 548906 ("Application"). As the selected service provider under the FRN Achieve is clearly an aggrieved party with standing to file this request and the request is timely filed within the prescribed 60-day period.

1. Basis For Denial

The FCDL bases the denial solely on the following reason: *"The FRN is denied because the Contract Expiration Date on the current Form 471 changed from what was reported on the previous year's Form 471 and the contract was extended without the extension being indicated on the cited Form 470 or RFP."*

2. The Somerville and Achieve Contract

The Application indicated that the applicant was seeking a multi-year contract. The subsequent contract between the District and Achieve was entered into on January 22, 2004 ("Contract"). A copy of the Contract is Attachment B hereto. However, E-rate support for Funding Year 2004 was not approved by USAC until June 14, 2004, just two weeks before the end of that Funding Year. Due to that timing, there was insufficient time to conduct the necessary site surveys and other preliminary work necessary to initiate and provide the service during that Funding year.

Pursuant to that Contract, and subsequently filed FCC Form 471s, the District received and used E-Rate support for services provided during Funding Years 2005 and 2006. So to date, the District has received two years of service under the Contract.

The Contract in relevant part provides as follows:

“11.1 Term. The term of this Contract shall commence on the date first above written and shall remain in effect through June 30, 2007. The period for Services shall commence on the later of July 1, 2004 or such time as SPS receives a Funding Commitment Decision Letter from the SLD and shall end on June 30, 2007. The terms of this contract can be extended for one year until June 30, 2008 upon mutual agreement between SPS and ATN.”

The District and Achieve mutually agreed to exercise the voluntary extension provision, as expressly permitted under the Contract in 2007. The subsequently filed Form 471 reflected that exercise.

3. The Contract Expiration Date Was A Clerical Error That Cannot Be A Basis For Denial Of FY 2007 Funding

Achieve concedes that the original Form 470 did not indicate that there was a voluntary extension provision that permitted the parties to extend the Contract through June 30, 2008. A copy of the Form 470 is Attachment C hereto. The Contract erroneously listed the Contract Expiration Date as June 30, 2007, not allowing for the potential voluntary extension.

However, this clerical error should not be the basis for denial of the Application seeking support based on the exercise of that right, which has been in the Contract since its inception. In the *Aberdeen Decision*, the Commission addressed “ministerial or clerical errors on forms that were timely submitted.”¹ Ten of the appellants in that case “did not indicate that they were posting for a multi-year contract or a contract for a voluntary renewal provision when they originally posted the FCC Form 470.”² The Commission concluded that because there was no evidence in record that the competitive bidding process were not fully complied with, it was appropriate to waive the rules. The Commission concluded that the “policy underlying” the competitive bidding rules “was not compromised due to the Petitioners errors.”³ Therefore, the Commission waived the requirements of Section 54.504(b) of the Commission’s rules.

Achieve respectfully submits that the same logic applies in this case. The failure to reflect the effect of voluntary extension provision in the original FCC Form 470 did not undermine the competitive bidding process in connection with that initial posting. The voluntary extension provision had been in the Contract since its inception. The Contract Expiration Date should have always been reflected as June 30, 2008. As the Contract always had a one year

¹ *In the Matter of Application for Review of the Decision of the Universal Service Administrator by the Aberdeen School District*, 22 FCC Rcd 8757 ¶1 (2007) (“*Aberdeen Decision*”).

² *Id.*, ¶18.

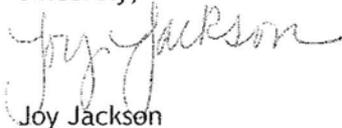
³ *Id.*, ¶19. This conclusion was consistent with the policies and objectives outlined in the Commission’s *Bishop Perry* decision. *In the Matter of Request for Review of the Decision of the Universal Service Administrator by Bishop Perry Middle School et al.*, 21 FCC Rcd 5316 (2006) (“*Bishop Perry Decision*”). See also *In the Matter of Requests for Waiver of the Decision of the Universal Service Administrator by Adams County School District 14 et al.*, 22 FCC Rcd 6019 (2007) (Allowing correction of ministerial mistakes related to contract ending period).

voluntary extension, the 471 Application(s) should have reflected the last possible date to receive service as June 30, 2008. The failure to include the correct Contract expiration date or the fact that there was voluntary extension provision was a clerical or ministerial error should be permitted to be corrected or waived consistent with the Commission's *Aberdeen* and *Bishop Perry Decisions*.

Under these circumstances, Achieve respectfully requests that the FCC grant this request for review and reverse the SLD's decision to deny Somerville Public Schools request for funding of Form 471 Application Number 548906, FRN 1515053, for Funding Year 2007.

I thank you for your time and consideration. If you should require further information, please do not hesitate to contact me directly via email at joyjackson@achievetelnet.com, office direct dial at 781-737-1891 via cell phone at 865-414-6624, via facsimile at 781-821-2236 or through the U.S. mail at Achieve Telecom Network of MA, LLC, 40 Shawmut Road, Suite 200, Canton, MA 02120.

Sincerely,



Joy Jackson
President and CEO

40 Shawmut Road Suite 200 Canton, Massachusetts 02021

4956975

Attachment A



FUNDING COMMITMENT DECISION LETTER
(Funding Year 2007: 07/01/2007 - 06/30/2008)

April 15, 2008

Joy Jackson
Achieve Telecom Network of MA, LLC
40 Shawmut Rd. Suite 200
Canton, MA 02021

Re: Service Provider Name: Achieve Telecom Network of MA, LLC
Service Provider Identification Number: 143026761

Thank you for participating in the Schools and Libraries Program (Program) for Funding Year 2007. This letter is your notification of our decision(s) regarding applications that listed your company's Service Provider Identification Number (SPIN) as providing service(s) for which discounts are being sought.

NEXT STEPS

- File Form 473, Service Provider Annual Certification Form (SPAC), for the current Funding Year
- Work with your customer to provide appropriate invoicing to USAC
- File Form 498, Service Provider Information Form, if appropriate
- Invoice the SLD - Service Provider Invoice (Form 474) or Billed Entity Applicant Reimbursement (Form 472)

Please refer to the Funding Commitment Report(s) (Report) following this letter for specific funding request decisions and explanations. Each Report contains detailed information extracted from the applicant's Form 471. A guide that provides a definition for each line of the Report is available in the Reference Area of our website.

Once you have reviewed this letter, we urge you to contact your customers to establish any necessary arrangements regarding start of services, billing of discounts, and any other administrative details for implementation of discount services. As a reminder, only eligible services delivered in accordance with Federal Communications Commission (FCC) rules are eligible for these discounts.

TO APPEAL THIS DECISION:

If you wish to appeal a decision in this letter, your appeal must be received by USAC 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 (if available) email address for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Include the following to identify the decision letter and the decision you are appealing:
 - Appellant name,
 - Applicant or service provider name, if different from appellant,
 - Applicant Billed Entity Number (BEN) and Service Provider Identification Number (SPIN),
 - Form 471 Application Number as assigned by USAC,
 - "Funding Commitment Decision Letter for Funding Year 2007," AND
 - The exact text or the decision that you are appealing.
3. 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.

4. If you are the applicant, please provide a copy of your appeal to the service provider(s) affected by the decision. If you are the service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

To submit your appeal to USAC by email, email to appeals@sl.universalservice.org. USAC will automatically reply to incoming emails to confirm receipt.

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 Division - Correspondence Unit
100 South Jefferson Road
P.O. Box 902
Whippany, New Jersey 07981

You have the option of filing an appeal with the SLD or directly 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 received by the FCC or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. We strongly recommend that you use the electronic filing options described in the "Appeals Procedure" posted on our website. 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.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division
Universal Service Administrative Company

FUNDING COMMITMENT REPORT

Service Provider Name: Achieve Telecom Network of MA, LLC
SPIN: 143026761
Funding Year: 2007

Name of Billed Entity: SOMERVILLE SCHOOL DISTRICT
Billed Entity Address: 181 WASHINGTON STREET
Billed Entity City: SOMERVILLE
Billed Entity State: MA
Billed Entity Zip Code: 02143
Billed Entity Number: 120536
Contact Person's Name: James Halloran
Preferred Mode of Contact: EMAIL
Contact Information: jhalloran@ci.somerville.ma.us
Form 471 Application Number: 548906
Funding Request Number: 1515053
Funding Status: Not Funded
Category of Service: Telecommunications Service
Form 470 Application Number: 369910000481788
Contract Number: Achieve0401
Billing Account Number: N/A
Service Start Date: 07/01/2007
Contract Expiration Date: 06/30/2008
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-Discount Amount for Eligible Recurring Charges: \$441000.00
Annual Pre-Discount Amount for Eligible Non-Recurring Charges: \$0.00
Pre-Discount Amount: \$441000.00
Applicant's Discount Percentage Approved by SLD: 80
Funding Commitment Decision: \$0.00 - Contract Extension Violation
Funding Commitment Decision Explanation: DR#1: The FRN is denied because the Contract Expiration Date on the current Form 471 changed from what was reported on the previous year's Form 471 and the contract was extended without the extension being indicated on the cited Form 470 or RFP.

FCDL Date: 04/15/2008

Wave Number: 046

Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2009

Attachment B

SERVICES CONTRACT

THIS SERVICES AGREEMENT (this "**Contract**") is entered into and effective this **twenty second day of January, 2004** (the "**Effective Date**"), by and between **Achieve Telecom Network of MA, LLC.**, 3 Centennial Drive, Peabody, MA 01960 ("**ATN**") and **Somerville Public Schools** 181 Washington Street, Somerville, MA 02143 ("**SPS**") (individually, a "**Party**" and collectively, the "**Parties**").

BACKGROUND

The Schools and Libraries Division (the "**SLD**") of the Universal Service Administrative Company ("**USAC**") administers the federal "**E-rate**" program for telecommunications service, Internet access and internal connections to eligible schools and libraries. SPS is eligible to receive E-rate discounts for these designated services. ATN is a common carriage telecommunications service provider providing tariffed, digital transmission and distance learning circuits (SPIN 143026761). SPS has submitted a request for Digital Transmission Service and Distance Learning Transmission Service ("**DLTS**") for all of its school sites in its 2004 E-rate 470, Number 369910000481788.

SPS desires for ATN to provide the DLTS (hereinafter defined) described in **Exhibits A and B** attached hereto (the "**Service**" or "**Services**"), and ATN desires to provide the Services, all under the terms of this Contract. ATN shall at all times remain approved as a telecommunications service provider offering services eligible for discounts under the E-rate program and shall use its best efforts to obtain and maintain authorization to perform all Services for SPS under this Contract. In consideration of this background, the mutual terms and conditions herein, and further consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Section 1 General

1.1 Timeliness. ATN shall use commercially reasonable efforts to perform the Services in a manner that meets the priorities, timetables, and objectives set forth in this Contract.

1.2 Project Managers. All requirements of the Parties under this Contract shall be supervised and coordinated by **Victor E. Gatto** as ATN's project manager, and by **Patrick Nixon** as SPS' project manager, or by such other person or persons as the foregoing representatives may designate from time to time.

Section 2 The Service

2.1 The Services. Subject to the terms and conditions of this Contract, ATN shall provide the following services to SPS:

2.1.1 DLTS is defined in the attachment to **Exhibit A**, entitled "Scope of Services and E-Rate Compliance" and in the attachment to **Exhibit B** entitled "M.D.T.E. (Massachusetts Department of Telecommunications and Energy) Tariff No. 1 for Intrastate Inter-exchange Access Telecommunications Service" in accordance with the design and functional

specifications for the DLTS (the "**Functional Specifications**") and the performance criteria for the DLTS (the "**Performance Criteria**").

2.2 Exclusivity. During the term of this Contract, SPS shall not engage any party other than ATN to provide DLTS to their school sites.

2.3 Meetings and Adjustments. ATN and SPS shall meet at periodic intervals as needed to discuss the Services.

Section 3 Performance

3.1 Excusable Delays. Neither Party shall be responsible for delay or failure in performance resulting from causes beyond the reasonable control of such Party, including without limitation, delays caused by the unavailability, or delays in preparation or shipment, of third-party hardware, software or programming services; provided that the Party responsible for the matter causing the delay shall act diligently to remedy the cause of such delay or failure.

Section 4 Payment

4.1 Prices, Charges and Reimbursable Items. ATN shall invoice SPS and SLD for its Services, and SPS shall pay ATN in accordance with the provisions set forth in **Exhibit B** attached hereto.

4.2 Cooperation. SPS shall receive contemporaneous copies of all invoices submitted by ATN to the SLD. As necessary, SPS shall make all reasonable efforts to assist ATN in collecting monies owed by the SLD, and shall pay ATN invoices from a SPS account for their portion of the service costs as discussed in **Exhibit B**.

4.3 No Other Payment. Except as expressly provided in this Contract, ATN and SPS shall each bear all of its own expenses arising from the performance of its obligations under this Contract, including (without limitation) personnel, facilities, utilities, equipment, supplies, clerical, and the like.

Section 5 Changes

5.1 It is mutually acknowledged that changes in the Services, Functional Specifications, Performance Criteria or pricing and payment structure for all Services may be necessary or desirable, in light of actual experience gained in the course of creation and installation of the Services, or as SPS redefines its needs or due to changes in regulatory or legal requirements. Accordingly, either Party shall be entitled to propose changes to such terms by written notice at any time delivered to the other Party. The Parties agree to consider such proposed changes in good faith, and to make a reasonable effort to accept equitable adjustments where appropriate to accomplish the mutual objectives of the Parties. If a proposed change is accepted, it shall be reduced to a written amendment signed by both Parties.

Section 6
Obligations of the Parties

6.1 Cooperation with the Schools. SPS shall make all reasonable efforts to facilitate and coordinate the cooperation of all school sites that are the subject of this Contract so that the Services may be completed as set forth in this Contract.

6.2 Further Instruments. To the extent applicable, SPS shall comply with all third-party licenses or related agreements of any third-party vendors or programmers concerning any components of the Services.

6.3 Access to SPS Central Facility and schools. SPS shall give ATN access to such SPS facilities as necessary for ATN to provide the Services under this Contract

Section 7
Ownership and Rights

7.1 Ownership of Equipment. All equipment procured or obtained by ATN in connection with the provision of the Services shall be the exclusive property of ATN.

7.2 Indemnity by ATN. ATN shall defend, indemnify and hold harmless SPS from and against all damages finally awarded as a result of any claim that the Services hereunder infringe the copyright, patent or trademark right of a third party. ATN shall have no liability under this Section 7.2 unless SPS (i) promptly notifies ATN of any actual or threatened infringement claim, (ii) at the reasonable request of ATN, provides ATN with information and assistance to aid in the defense of the claim, and (iii) gives ATN sole control of the defense of the claim. If any Services hereunder, or in ATN's view, is likely to become, the subject of an infringement claim by a third party, ATN shall, at its option, (a) procure for SPS the right to use the Service, or (b) replace or modify the Services to make it non-infringing. SPS shall not enter into any settlement of claims without obtaining ATN's prior written approval, which approval shall not be unreasonably withheld. Moreover, ATN shall have no indemnity obligation for claims of infringement resulting from (a) any combination, operation, or use of any Services or deliverable hereunder with any other components or any other equipment or software, insofar as the Functional Specifications do not directly require such combination, operation, or use; or (b) the preparation, operation, or use of any other components or any other equipment or programming.

7.3 Project Materials. The project manager of ATN shall collect and keep the original versions of the Functional Specifications, and the Performance Criteria, as they become available during the course of the creation, installation and implementation of the Services (the "**Project Materials**"). Except as otherwise provided in this Contract, the Project Materials are and shall be the sole property of ATN; however, SPS may request a copy of the Project Materials for its records.

Section 8
Freedom of Action; Confidentiality

8.1 Dealings with Others. ATN is engaged in the business of providing telecommunications services to a variety of entities, and nothing in this Contract shall prevent or limit ATN from using its and its personnel's general skills in pursuing business of any kind with other customers on any terms, whether or not similar to those provided under this Contract. ATN shall be free to use and disclose in such business pursuits any data-processing or

information-processing techniques, concepts, or ideas used or embodied in the Services or otherwise developed or learned by ATN in the course of rendering the Services.

8.2 Confidentiality. For purposes of this 8.2, "**Owner**" means the Party disclosing Proprietary Information, "**Recipient**" is the Party receiving Proprietary Information, and "**Proprietary Information**", "**Confidential Information**", and "**Trade Secrets**" shall have the respective meanings below.

8.2.1 SPS and ATN acknowledge and agree that during the term of this Contract each Party will have access to, and disclose to the other, Proprietary Information. Each Party acknowledges that the loss of competitive advantage due to unauthorized disclosure or unauthorized use of Owner's Proprietary Information will cause great injury and harm to the Owner.

8.2.2 Except as may be otherwise provided for in this Contract, Recipient covenants and agrees that Recipient shall not, without the prior written consent of Owner, or as set forth herein, directly or indirectly:

(i) disclose, divulge, distribute, publish, reproduce, decompile, reverse engineer, transmit, or transfer to others Owner's Proprietary Information, or any portions thereof, by any means or in any form, except (A) to those of Recipient's employees or representatives who require access to Owner's Proprietary Information and have signed an agreement to comply with the use and non-disclosure restrictions stated in this Contract, and (B) pursuant to a subpoena or as required by law, **provided** that prior to any such disclosure, Recipient shall notify Owner in writing of the circumstances requiring such a disclosure and shall cooperate with Owner to obtain a protective order to protect the Proprietary Information, **or**

(ii) make use of the Proprietary Information other than as expressly permitted under this Contract.

8.2.3 The obligations under this Section 8 shall survive the termination of this Contract, (i) in respect of that portion of Owner's Proprietary Information that consists of Trade Secrets for as long as such Owner's Proprietary Information remains a Trade Secret under District of Columbia law **and** (ii) in respect of that portion of Owner's Proprietary Information that consists of Confidential Information for a period of three (3) years after the effective date of the termination of this Contract.

8.2.4 For purposes of this Section, the following definitions apply:

(i) "**Confidential Information**" means information, other than Trade Secrets, that the Owner marks as "Confidential" or which by its nature would reasonably be considered of a confidential nature, including, but not limited to, licensing strategies, advertising campaigns, product ideas, future business plans, information regarding executives and employees, the terms and conditions of this Contract and any data or information defined herein as a Trade Secret, but which is determined by a court of competent jurisdiction not to rise to be a trade secret under applicable law. Confidential Information shall not include information which (a) was in the Recipient's lawful possession prior to the disclosure, (b) is or becomes publicly known through publication or otherwise through no wrongful act of the Recipient, (c) was received from a third party

without similar restriction on disclosure and without breach of this Contract, or (d) is approved for release or use by written authorization of the Recipient.

(ii) **“Proprietary Information”** means collectively, Confidential Information and Trade Secrets.

(iii) **“Trade Secrets”** means information in any form which derives economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means and which is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. Trade Secrets may include: (1) any useful process, machine, chemical formula, composition of matter, or other device which (A) is new or which Recipient has a reasonable basis to believe may be new, (B) is being used or studied by Owner and is not described in a published patent or in any literature already published and distributed externally by the Owner, and (C) is not readily ascertainable from inspection of a product of Owner; (2) any engineering, technical, or product specifications including those of features used in any current product of Owner or to be used, or the use of which is contemplated, in a future product of Owner; (3) any application, operating system, communication system, or other computer software (whether in source or object code) and all flow charts, algorithms, coding sheets, routines, subroutines, applets, libraries, compilers, assemblers, design concepts, test data, documentation, or manuals related thereto, whether or not copyrighted, patented or patentable, related to or used in Owner's business; and (4) information concerning the customers, suppliers, products, pricing strategies of Owner, personnel assignments and policies of Owner, or matters concerning the financial affairs and management of Owner or any parent, subsidiary, or affiliate of Owner.

Section 9 Limited Warranty and Covenant

9.1 **Services.** ATN warrants that it will render the Services in a professional and workmanlike manner.

9.2 **Ongoing operation.** ATN cannot and does not warrant that the Service will operate uninterrupted or error-free and will use commercially reasonable efforts to cure or correct such failure. The liability of ATN to SPS or any other party for any damage caused by failures, delays, omissions, interruptions in transmission, or for any other damages arising out of the use or provision of the Service shall be limited to an allowance for the time period for which the service was interrupted equal to the pro-rated fee for that time period.

9.3 **Service maintenance.** As described in **Exhibit A**, ATN will maintain all equipment provided by ATN for the term of this Contract, and will replace components, subsystems, and chassis that have failed due to normal wear and tear at no cost to the SPS.

9.4 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL SERVICES AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITH NO WARRANTIES OF ANY KIND. ATN EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Section 10
Limitation of Liability

10.1 Exclusion of Damages. Neither Party shall be liable to the other for incidental, punitive, indirect, special or consequential damages for any reason, including, but not limited to loss of business or profits, whether or not foreseeable or based on termination, breach of warranty, contract or negligence.

10.2 Maximum Liability. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT SHALL ATN'S LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, THE DELIVERABLES HEREUNDER, OR THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT OF FEES ACTUALLY RECEIVED BY ATN FROM SPS DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION THAT GAVE RISE TO THE CLAIM. IN NO EVENT SHALL ANY CAUSE OF ACTION BE BROUGHT BY SPS AFTER ONE (1) YEAR FROM THE DATE SPS KNEW OR SHOULD HAVE KNOWN OF THE CLAIM.

Section 11
Term and Termination

11.1 Term. The term of this Contract shall commence on the date first written above and shall remain in effect through June 30, 2007. The period for Services shall commence on the later of July 1, 2004 or at such time as SPS receives a Funding Commitment Decision Letter from the SLD and shall end on June 30, 2007. The terms of this contract can be extended for one year until June 30, 2008 upon mutual agreement between SPS and ATN.

11.2 Termination for Cause. SPS may terminate this Contract upon thirty (30) days written notice to ATN for any material breach of this Contract, if such material breach remains uncured for a period of one hundred twenty (120) days after receipt of written notice by ATN of such material breach. ATN may terminate this Contract upon thirty (30) days prior written notice. Notwithstanding any provision in this Contract to the contrary, this Contract may be terminated by ATN effective immediately upon delivery to SPS of a written notice of termination if SPS shall breach or fail to perform any of its obligations under the confidentiality provisions of this Contract. No portion of the fees paid to ATN in connection with the performance of the Services shall be returnable or refundable upon termination of this Contract, whether such termination is by SPS or by ATN.

11.3 Termination for Convenience. SPS is responsible for properly filing and shall file before the SLD application deadline the Form 471 in each of the years in the term above. If, after properly filing Form 471, the commitment of funds is not approved by the SLD, SPS may terminate this Contract upon thirty (30) days written notice to ATN.

11.4 Effect of Termination. Effective upon termination of this Contract, SPS shall (i) immediately cease all use of the Services and Proprietary Information, and (ii) at ATN's election, return all equipment in SPS' possession or control all information and deliverables (including all copies thereof). Effective upon termination of this Contract, SPS hereby releases and discharges ATN of and from any and all obligations or liability whatsoever, whether arising hereunder or from, in connection with, or in any manner connected to, the subject matter of this Contract. The Parties shall cooperate so as to effect an orderly termination of this Contract.

11.5 Survival. In the event of termination or expiration of this Contract, Sections 4.1, 7.1, 7.2, 8, 9.2, 9.4, 10, 11.4, 11.5 and 12 shall survive and continue in effect.

Section 12 Miscellaneous

12.1 No Agency. ATN, in rendering the Services, is acting solely as independent contractor and neither party is authorized to bind the other in any way. SPS does not undertake by this Contract or otherwise perform any obligation of ATN.

12.2 Exhibits. All exhibits attached hereto are incorporated into this Contract and made a part hereof.

12.3 Severability. In the event that any term, clause, or provision of this Contract shall be construed to be or adjudged invalid, void, or unenforceable, such term, clause, or provision shall be severed from this Contract, and the remaining terms, clauses, and provisions shall remain in effect.

12.4 Multiple Counterparts. This Contract may be executed in several counterparts, all of which taken together shall constitute one single agreement between the Parties.

12.5 Amendments. No modification or amendment to this Contract or its exhibits shall be effective unless made in writing and signed by both Parties.

12.6 Section Headings; Exhibits. The section and subsection headings used herein are for reference and convenience only and shall in no way modify or restrict any of the terms or provisions hereof. The attachments referred to herein and attached hereto are incorporated herein to the same extent as if set forth in full herein.

12.7 Required Approvals. Where agreement, approval, acceptance, or consent by either Party is required by any provision of this Contract, such action shall not be unreasonably delayed or withheld.

12.8 No Waiver. No delay or omission by either Party hereto to exercise any right or power occurring upon any noncompliance or default by the other Party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity, or otherwise.

12.9 Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.

12.10 Prior Agreements. This Contract represents the entire agreement of the Parties on the subject hereof and shall supersede all prior representations and agreements whether oral or in writing between the Parties with respect to any of the matters mentioned in this Contract.

12.11 **Notices.** Any notice required or permitted under this Contract shall be in writing and sent by express air courier or by United States mail, registered or certified mail, return receipt requested, to the address first stated above for each Party (or to such other address as may be designated by each Party by written notice) and shall be effective upon receipt.

12.12 **Force Majeure.** Neither Party shall be liable for any delay or failure of performance of this Contract occasioned by any cause beyond the reasonable control of such Party, including, but not limited to governmental action, war, riot or civil commotion, fire, floods, labor disputes, restraints affecting shipping or credit, delay of carriers, and/or inadequate supply of suitable materials.

12.13 **Personnel; Subcontracting.** ATN shall have sole responsibility and authority for the assignment of personnel concerning the services provided under this Contract. ATN shall provide the DLTS and shall engage subcontractors at its sole discretion in rendering the services hereunder.

12.14 **Assignment.** The Parties may not assign or transfer this Contract or any of its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. In no event shall either party's rights or obligations hereunder be assigned or assignable by operation of law or by any bankruptcy proceedings, and in no event shall this Contract or any rights or privileges hereunder be an asset of the party under any bankruptcy, insolvency or reorganization proceedings. This Contract and the transactions provided for herein shall be binding upon and inure to the benefit of the Parties, their legal representatives, and permitted transferees, successors and assigns.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed and delivered by their duly authorized officers, all as of the date first hereinabove written.

Achieve Telecom Network of MA, LLC.

By: Joy Saurin
Title: President
Date: Jan 30, 2004

Somerville Public Schools

By: Timothy P. Logan
Title: Information Systems & Database Administrator
Date: 1/30/04

EXHIBIT A

SCOPE OF SERVICES: SERVICE SPECIFICATIONS AND MAINTENANCE SERVICES

A. Scope of Services and E-Rate Compliance

See attachment to this EXHIBIT A entitled "Statement of Compliance By Achieve Telecom Network of MA, LLC," showing the Service and Equipment Applicable to Distance Learning Transmission Services," which highlights ATN's compliance with SLD regulations for Priority One Service. This attachment also contains a system-level block diagram for the service and was submitted by SPS as the Service Description in Item 21 of the SLD Form 471.

Attachment to EXHIBIT A

Statement of Compliance by Achieve Telecom Network of MA, LLC

Description of Services

The description of the Distance Learning Transmission Service (DLTS) is taken from the tariff for such service on file with the Commonwealth of Massachusetts:

I. General Description

1. The Distance Learning Transmission Service, DLTS, is a telecommunications service that provides the circuits for distance learning application by government departments, corporations, medical facilities, educational institutions, or libraries.
2. DLTS is an intra-state service provided within the Commonwealth of Massachusetts and an inter-state service provided across the United States. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals may be augmented by an overlay network.

II. Customer responsibilities

1. Company Furnished On-premise Equipment (OPE)

a. Ownership and Provision of Service from the Company

Ownership of the equipment remains with the Company and shall not transfer to the Customer in the future, and at no time will the Company provide the equipment for purchase to the Customer.

The Company provides all parts of the DLTS service, including the on-premise equipment.

Please see attached diagram (below) for specifications and locations of the DLTS Wide Area Network (WAN), including the OPE and interconnections with the Customer's Local Area Network (LAN).

b. Use

The Customer shall not use the OPE for any purpose beyond supporting this telecommunications service.

The Company further reserves the right to make the on-premise equipment installed by the Company in support of this service available on a shared basis to other customers.

c. Storage requirements

The Customer shall be responsible for providing adequate storage space for the OPE.

d. Environmental requirements

The Customer shall provide an operational environment that is in compliance with the environmental specifications of the installed equipment.

e. Access security

The Customer must provide a reasonable level of access security to the OPE. This is expected to be in keeping with other installed communication equipment.

f. Access requirements

The Customer shall provide the Company with reasonable access to the Company's equipment for the purposes of maintenance and service changes.

The Customer shall designate a point of contact with which the Company shall arrange such access.

g. CFE Equipment relocation

The Customer may not relocate OPE equipment to a facility other than the one in which it has been installed by the Company. Service must be discontinued at the Site and re-initiated at the new Site.

h. Responsibility for CFE Damage or Loss

The Company is responsible for all maintenance of the OPE. The Company will maintain and service the equipment for the duration of the service agreement, replacing components, subsystems, or chassis that have failed due to normal wear and tear at no cost to the Customer.

The Customer shall be responsible for the placing the OPE in a secure and safe environment. The Customer shall be responsible for equipment loss, as well as damage due to vandalism, fire, storms, inappropriate storage conditions, or other causes.

The Customer shall be liable for damage caused to the equipment by unauthorized personnel attempting to repair or modify the equipment. Only Company personnel or their designees may service the equipment.

The Customer's liability for the OPE shall be equal to the replacement cost plus service labor required to restore the OPE to its initial condition.

i. Customer Equipment Requirements

The Customer is responsible for all equipment and networking beyond the network interfaces on the OPE, including the LAN infrastructure, PCs, set-top boxes and any other devices that are not inclusive with the OPE.

The Customer's LAN must be functional without dependence on the OPE. The OPE is all part of a DLTS WAN.

III. Distance Learning Transmission Service

The Distance Learning Transmission Service provides access to the Company's transmission facilities through circuits as described herein and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television.

IV. Diagram

The diagram below provides an overview of the DLTS service and equipment. Please note that the overlay satellite network is optional and may not be required for some customer applications.

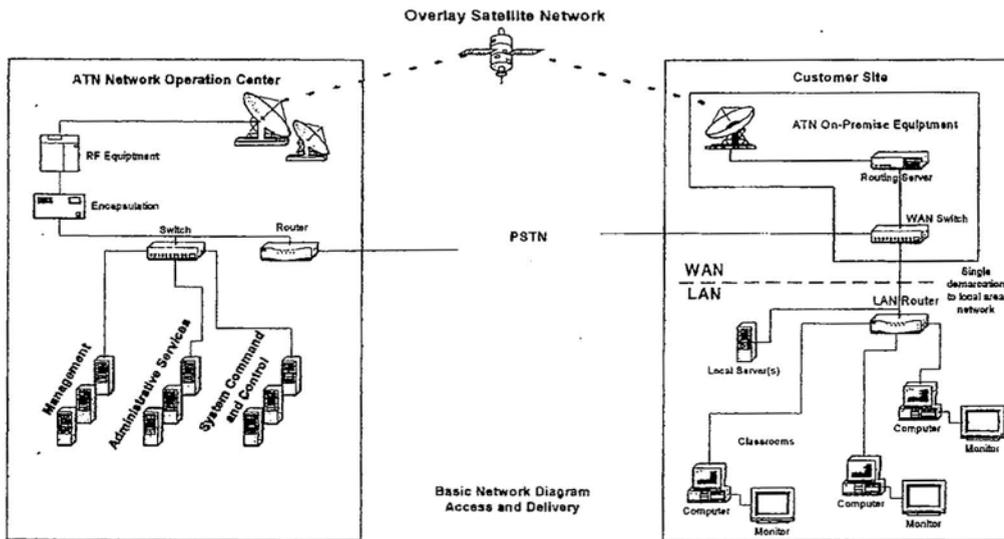


EXHIBIT B
PAYMENT AND SCHEDULE

ATN will invoice the SLD and SPS according to the rates shown below and defined in the tariff attached to this EXHIBIT B. The SLD will be invoiced directly for the amounts covered under the E-Rate discount program, and SPS will be invoiced for the remainder amount. A detailed schedule for these discounts as provided by the E-Rate program is included in the tariff. Over the term of this Contract, ATN shall commit to provide SPS with the best rate available for any customer of this service, and shall, in no case, exceed the rate currently published in the attached tariff.

Rate Schedule

The following recurring rates for the Basic DLTS service apply per Customer Site for all customers:

| Service | Installation | Monthly charge per Customer Site |
|---|---------------------|---|
| DLTS with Satellite Overlay Network | \$150 | \$3,750 |
| DLTS without Satellite Overlay Network | \$150 | \$3,000 |

Locations and Installation

ATN will install DLTS with a satellite overlay network at Somerville High School and DLTS without a satellite overlay network at 13 other school sites. Other locations may be added at the discretion of SPS in the first year or in subsequent years of this contract.

ATN will begin installation of the On-premise Equipment within thirty (30) days of SPS' receipt of a Funding Commitment Letter from the SLD if such letter is received on or after June 30, 2004.

At its own risk and with the approval of a schedule by SPS, ATN may begin installation at any time after the receipt of a Funding Commitment Letter from the SLD by SPS, even if the installations occur prior to the start of service, defined as July 1, 2004.

Attachment to EXHIBIT B

**Achieve Telecom Network Tariff
on file with
the Department of Telecommunications & Energy
Commonwealth of Massachusetts**

TARIFF MADE AND FILED BY

Achieve Telecom Network of MA, LLC.

SHOWING THE REGULATIONS AND SCHEDULES OF CHARGES APPLICABLE TO

INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE

WITHIN THE COMMONWEALTH OF MASSACHUSETTS

INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE

CHECK SHEET

This is the first revision filing of this tariff. All pages numbered 1 through 19 contained herein are at the first revision as designated and are effective as of October 22, 2003.

INTRASTATE INTEREXCHANGE ACCESS TELECOMMUNICATIONS SERVICE

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1. APPLICATION OF TARIFF

1.1. Scope

This Tariff contains regulations, rates, and charges applicable to the provision of Inter-exchange Access Services, hereinafter referred to as service(s), provided by Achieve Telecom Network of MA, LLC., hereinafter referred to as the Company, to Intrastate Business Customers, hereinafter referred to as customer(s), between locations within the Commonwealth of Massachusetts.

1.2. Applicability

This Tariff only applies to services offered to business (i.e., non-residential) customers.

2. DISTANCE LEARNING TRANSMISSION SERVICE

2.1. General Description

1. The Distance Learning Transmission Service, DLTS, is a telecommunications service that provides the circuits for distance learning application by government departments, corporations, medical facilities, educational institutions, or libraries.
2. The telecommunications services of DLTS are used to electronically deliver Customer provided or Third-Party instructional materials and other data to Company-provided equipment that is interconnected to the Customer's local area network.
3. DLTS does not provide any of the content that is to be delivered, but rather provides the transmission circuit over which this delivery shall take place. The Company will provide the Customer with the information necessary to format Customer-provided or Third-Party content for use over DLTS.
4. The Customer is responsible to ensure that all content delivered over the Company's DLTS network is appropriately licensed for this use.
5. DLTS provides an integral relay closure capability that can be used to trigger emergency notification.
6. DLTS provides functionality for emergency notification and rapid information transmission and delivers high-speed video, audio and text signals that may be used to

notify users on the network of an emergency, transmit comprehensive instructions and procedures in a distance learning modality.

7. DLTS provides immediate emergency notification to all user devices that are connected to the network without any requirement for a User Interface.
8. DLTS provides security through authentication, identification and encryption protocols built on the network.
9. Three options of DLTS are available: Achieve Alert, AchieveXpress, and AchieveXpress Enhanced.
10. The Achieve Alert option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as emergency alert and emergency management planning.
11. The AchieveXpress option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television.
12. The AchieveXpress Enhanced option provides the AchieveXpress services described above, and additionally provides managed channels for live webcasting of video and audio from one remote facility to any or all of the other subscribers of DLTS.
13. DLTS provides a minimum of 5 Mbps of data bandwidth that is fully burstable to handle any required content size.
14. DLTS is an intra-state service provided within the Commonwealth of Massachusetts. The Network Operations Center (NOC) is located within the Commonwealth with redundant operations back-up outside of the Commonwealth. Circuit connectivity is provided over the Public Switched Telephone Network (PSTN) and, depending on the bandwidth needed for the transmission of digital signals, may be augmented by an overlay network.

2.2. Regulations

2.2.A. Definitions

Authorized User - A person or entity that accesses the Company's services; an authorized user is responsible for compliance with the tariff.

Business Customer - A customer whose service is used for a business, professional, institutional, educational, or occupational purpose.

Customer - The person, partnership, association, joint-stock company, trust corporation, or government entity, or any other entity, that is responsible for payment of charges and compliance with this tariff.

Department - The Commonwealth of Massachusetts' Department of Telecommunications and Energy is referred to as the Department.

Other Common Carrier - A common carrier, other than the Company, that provides telecommunications services to the public.

M.D.T.E - Massachusetts Department of Telecommunications and Energy.

Network Operations Control (NOC) - The site from which the Company manages the network and controls access to network resources.

DLTS On-Premise Equipment (OPE) - The DLTS Equipment that is installed, operated, and maintained by the Company on the customer's premise for the exclusive purpose of provisioning DLTS.

DLTS Telecommunications Equipment - The DLTS equipment, other than on-premise equipment, that is provided by the Company to enable telecommunications services.

Site - A site, designated by the Customer, is the school, office, or other suitable building at which Company-furnished on-premise equipment (OPE) is installed and at which the customer's local area network interfaces with the Company's external network.

Subscriber - Any person, firm, corporation, governmental agency, educational institution, library, consortium or other entity that orders service from the Company on behalf of itself or on behalf of others.

Telecommunications - The transmission of voice, data, signaling, or any other forms of intelligence subject to the transmission capabilities of this service.

USAC - The Universal Service Administrative Company.

2.2.B. General Rules and Regulations

2.2.B.1 Limitations

1. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using this service in violation of provisions of this tariff, or in violation of the law.
3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
4. The Company directly or indirectly controls all services and facilities provided under this tariff and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service

2.2.B.2 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.2.B.3 Liabilities of Company

1. Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights, or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

2. The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of services under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, delays, or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
3. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood, or other catastrophes, atmospheric or sun spot conditions or other phenomena of nature, such as radiation, any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company or the services provided hereunder, national emergencies, terrorism, civil disorder, insurrection, riots, wars, strikes, lockouts, work stoppages, or other labor problems, or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
4. The Company is not liable for any act, omission, or negligence of any Local Exchange Carrier, Internet Access Provider, or other provider whose facilities are used concurrently in furnishing any portion of the services received by the Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any such Provider. Should the Company employ the service of Other Common Carrier(s) in furnishing service provided to the customer, the Company's liability shall be limited according to the provisions stated above.
5. The Company shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using

the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

6. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment, or facilities.
7. UNDER NO CIRCUMSTANCES WHATEVER SHALL THE COMPANY OR ITS OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES.
8. The Company shall not be liable for the accuracy of any information provided to it by outside sources. The Company will make every effort to verify that all information that it provides will be true and accurate. The Company, however, has no control over the information that it receives from its various suppliers and makes no guarantee as such.

2.2.B.4 Billing and Payment for Service

2.2.B.4.(a) Responsibility for Charges

1. Charges for installations, service connections, moves, rearrangements, and all other non-recurring charge are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges as defined in this tariff.
2. The Customer is responsible for payment of all charges for services and equipment furnished to the customer for DLTS circuits. Additionally, and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of any applicable federal, state, and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company s a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.

3. The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment
4. Payment term is net 30 days, or as mutually agreed in writing between the Customer and the Company. If the bill is not paid within the agreed payment term following the mailing of the bill, the account will be considered delinquent.
5. A delinquent account may subject the Customer's service to temporary disconnection.
6. Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
7. In the event the Customer is over-billed, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe the over-billed amount. If the Customer is under-billed, the Customer shall pay in lump sum the under-billed amount.

2.2.B.5 Special Provisions for Schools and Libraries

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this Tariff at a discounted rate, in accordance with the Rules adopted by the FCC in its Universal Service Order 97-157, issued May 8, 1997.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school's or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the National School Lunch Program, and a library's level will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal Universal Service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.2.B.5.(a) Schools and Libraries Regulations

2.2.B.5.(a)I Obligations of eligible schools and libraries

Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules and in accordance with both FCC and USAC Rules.

Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Division, as designated by the FCC, and follow established procedures.

Services requested will be used for educational purposes. Services will not be sold, resold, or transferred in consideration for money or any other thing of value.

Qualifying schools and libraries that have both applied for and received approval for discounts under the FCC's Universal Service Administrative Company (USAC) E-Rate program for this service must file a USAC Form 486 designating the Company as the supplier of this service, prior to initiating service. The discounts supplied by the USAC program shall be credited to the Customer's account and the Customer shall only be invoiced for the non-discounted portion of the service.

2.2.B.5.(a)II Obligations of the Company

The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this Tariff.

All services contained in this Tariff are eligible for discount and fully comply with the Rules.

The Company will offer services to eligible schools, libraries, and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

In competitive bidding situations, the Company may offer flexible pricing or rates other than in this Tariff, where specific flexible pricing arrangements are allowed, subject to Massachusetts Department of Telecommunications and Energy approval.

2.2.B.5.(a)III Discounted Rates for Schools and Libraries

Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.

The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.

The discount rate is based on each school's or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures, as permitted by the Rules, and by its location in either an urban or rural area.

The Schools and Libraries discount matrix for eligible schools, libraries and consortia is included below for reference:

| INCOME Measured by % of students eligible for the National School Lunch Program | URBAN LOCATION E-Rate Discount | RURAL LOCATION E-Rate Discount |
|--|---|--|
| If the percentage of students in the school qualifying for the National School Lunch Program is... | ...and the school is in an URBAN area, the E-rate discount will be... | ...and the school is in a RURAL area, the E-rate discount will be... |
| Less than 1% | 20% | 25% |
| 1% to 19% | 40% | 50% |
| 20% to 34% | 50% | 60% |
| 35% to 49% | 60% | 70% |
| 50% to 74% | 80% | 80% |
| 75% to 100% | 90% | 90% |

2.2.B.6 Deposits

The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit of up to two months service charges that the Company may apply against overdue charges. The Company credits interest on deposits annually, or upon termination of the service, or upon return of the deposit. The receipt of a deposit does not

relieve the Customer for their responsibility to pay bills promptly. Interest on any deposits shall be calculated in conformance with 220 CMR 26.09.

2.2.B.7 Advance Payments

For Business Customers for whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for this service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.2.B.8 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in this tariff.

2.2.B.9 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates, or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by the Customer.

2.2.B.10 Compliance with Regulatory Requirements

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the M.D.T.E.

2.2.B.11 Interconnection

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein. The Company further reserves the right to make the on-premise equipment installed by the Company in support of this service available on a shared basis to other customers.

2.2.B.12 Denial of Access to Service by Company

Service continues to be provided until canceled by the Customer, in writing, or discontinued by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

In the event that service is to be discontinued, the Customer will be provided with a written notice of discontinuance of service, with reasons specified. This notice will be sent fifteen (15) days prior to discontinuance, followed by a second written notice five (5) days prior to discontinuance of service. Notices will be sent via First Class U.S. Mail. The Company may refuse or discontinue service under the following conditions:

1. For non-compliance with or violation of any Federal, State, or municipal law, ordinance or regulation pertaining to this service.
2. For non-compliance with or violation of Department regulations or the Company's rules and regulations on file with the Department.
3. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
4. For improper use by the Customer of the service in applications and uses prohibited by the tariff.
5. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
6. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's equipment or the Company's service to others.
7. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
8. For non-payment of bills.
9. Without notice in the event of any other unauthorized or fraudulent use of service. Whenever service is discontinued, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facility or equipment necessary to eliminate illegal or improper use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
10. For Customer's breach of contract for service between the Company and the Customer.

2.2.B.13 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons in section 2.2.B.12, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.2.B.14 Reinstitution of Service

1. The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated all accrued and unpaid charges.
2. If the Company has removed the Company Furnished On-premise Equipment (OPE) from the premises of the Customer or disconnected the OPE prior to reinstatement, then the Customer shall be billed for the reinstallation and reactivation services. If the OPE is still connected and operational, the Customer's service will be reinstated without additional fees once outstanding charges are settled.

2.2.B.15 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited to the period of time for which the service was unavailable.

2.2.B.16 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four hours.

2.2.B.17 Subscriber responsibilities

1. The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations.
2. The Subscriber is responsible for charges incurred for special

construction and/or special facilities that the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.

3. If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
4. The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associate with the provision of the Company's services.
5. If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Subscribers or Customers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.
6. The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
7. The Subscriber must pay for the loss through theft, fire, or flood of any of the Company's equipment installed at Subscriber's premises.

2.2.B.18 Responsibilities of Authorized Users

1. The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
2. The Authorized User is responsible for providing the Company with a valid method of billing for the service. The Company reserves the right to validate the requested billing method through available credit card and credit verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an alternate billing method.

2.2.C. Additional DLTS Regulations

The following regulations supplement the general regulations above. In the event of a conflict between the general regulations and the DLTS regulations, the general regulations take precedence.

2.2.C.1 Customer responsibility

2.2.C.1.(a) Company Furnished On-premise Equipment (OPE)

2.2.C.1.(a)I Ownership

Ownership of the equipment furnished by the Company on the premise of the Customer remains with the Company and shall not transfer to the Customer in the future, and at no time will the Company provide the equipment for purchase to the Customer.

2.2.C.1.(a)II Use

The Customer shall not use the OPE for any purpose other than supporting this telecommunications service.

2.2.C.1.(a)III Storage requirements

The Customer shall be responsible for providing adequate storage space for the OPE.

2.2.C.1.(a)IV Environmental requirements

The Customer shall provide an operational environment that is in compliance with the environmental specifications of the installed equipment.

2.2.C.1.(a)V Access security

The Customer must to provide a reasonable level of access security to the OPE. This is expected to be in keeping with other installed communication equipment.

2.2.C.1.(a)VI Access requirements

The Customer shall provide the Company with reasonable access to the Company's equipment for the purposes of maintenance and service changes. The Customer shall designate a point of contact with which the Company shall arrange such access.

2.2.C.1.(a)VII OPE Equipment relocation

The Customer may not relocate OPE equipment to a facility other than the one in which it has been installed by the Company. Service must be discontinued at the Site and re-initiated at the new Site.

2.2.C.1.(a)VIII Responsibility for OPE Damage or Loss

The Company will maintain and service the equipment for the duration of the service agreement, replacing components, subsystems, or chassis that have failed due to normal wear and tear at no cost to the Customer.

The Customer shall be responsible for the placing the OPE in a secure and safe environment. The Customer shall be responsible for equipment loss, as well as damage due to vandalism, fire, storms, inappropriate storage conditions, or other causes.

The Customer shall be liable for damage caused to the equipment by unauthorized personnel attempting to repair or modify the equipment. Only Company personnel or their designees may service the equipment.

The Customer's liability for the OPE shall be equal to the replacement cost plus service labor required to restore the OPE to its initial condition.

2.2.C.1.(b) Customer Equipment Requirements

The Customer is responsible for all equipment and networking beyond the network interfaces on the OPE, including the LAN infrastructure, PCs, set-top boxes and any other devices that are not inclusive with the OPE.

2.2.C.1.(b)I Customer PC Requirements

The Customer shall employ PCs or equivalent equipment that have sufficient throughput capabilities to receive and decode the broadband digital signals supplied by DLTS circuit. The PC's access to the DLTS circuit will be via a broadband connection to the Customer's local area network.

2.2.C.1.(b)II Customer Local Area Network (LAN) Requirements

The Customer's Site shall be provisioned by the Customer with a LAN infrastructure. The Customer shall provide connectivity from the DLTS circuit to the LAN and shall locate the switch sufficiently close to the OPE. (The LAN should be provisioned with 100-baseT switched segments to the locations where the PCs or equivalent end-user equipment are located.)

2.2.C.1.(b)III Customer Internet Protocol Address Requirements

The Customer shall provide the Company with static Internet Protocol (IP) addresses for the OPE prior to installation of the equipment. A public IP address shall be provided by which the OPE addressed by the DLTS circuit over the Internet. Additionally, where NAT (Network Address Translation) is employed by the Customer's network, a static private IP address shall also be provided.

2.2.C.1.(c) Liability

The Company shall not be liable for damages arising out of failure or malfunction of any Customer-provided facilities that are interconnected with the Company's facilities.

The liability of the Company to the Customer or any other party for any damage caused by failures, delays, omissions, interruptions in transmission, or for any other damages arising out of the use or provision of the DLTS service shall be limited to an allowance for the time period for which the service was interrupted equal to the pro-rated fee for that time period.

2.2.C.2 Customer Content Responsibilities

The Customer is responsible for providing content, whether it be Customer-owned or Third-Party content, and is responsible for ensuring that all content placed on the network is appropriately licensed for this use.

The Company assumes no liability for the usage, suitability, or appropriateness of the content placed on its network – this is the sole responsibility of the Customer.

2.2.C.3 Minimum Contract Period

There is a 12-month minimum term contract requirement. The term begins when the Company's equipment is installed and the Customer acknowledges that the service is operational. The termination liability is the total amount of the contract, less the amount of payments previously made.

2.2.D. Service Options

2.2.D.1 Basic Distance Learning Transmission Service – Achieve Alert

The Achieve Alert option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as emergency alert and emergency and planning.

2.2.D.2 Training Distance Learning Transmission Service - AchieveXpress

The AchieveXpress option provides access to the Company's transmission facilities and is capable of supporting high-speed data signals used for such applications as distance learning and interactive television. At a minimum, 5 Mbps of data bandwidth shall be provided via the PSTN or a satellite overlay network.

2.2.D.3 Enhanced Distance Learning Transmission Service – AchieveXpress Enhanced

The AchieveXpress Enhanced option provides the AchieveXpress services described above, and additionally provides managed channels for live webcasting of video and audio from one remote facility to any or all of the other subscribers of DLTS. At a minimum, 5 Mbps of data bandwidth shall be provided.

2.2.E. Rate Treatment

2.2.E.1 Prepayment option

The customer may elect to prepay any portion of the service for a fixed period. The one-time payment is calculated by converting the future stream of monthly payments for the period to be prepaid to a present worth, using the prevailing cost of money rate. At the end of the prepayment period, the normal monthly rate would apply. Interest on any deposits shall be calculated in conformance with 220 CMR 26.09.

2.2.E.2 Rate Schedule

The following rates for provisioning the DLTS service apply per Customer Site for all customers:

| Service | Installation Fee | Monthly charge per Customer Site |
|---|------------------|----------------------------------|
| Achieve Alert | \$ 150 | \$175 |
| AchieveXpress without Satellite Overlay | \$ 150 | \$3,000 |
| AchieveXpress with Satellite Overlay | \$ 150 | \$3,750 |
| AchieveXpress Enhanced | \$ 150 | \$4,125 |

Eligible schools and libraries participating in this service may qualify for discounts through the FCC's Universal Service Administrative Company (USAC) under the E-Rate program. Please see section 2.2.B.5 for the rules specifying how E-Rate discounts may be applied to this tariff.

The Company may offer a discount of up to 60% of the tariff price to a Customer who wants to try the DLTS on a pilot program basis before signing a contract at the tariff price. Such a pilot project shall be limited in scope (a subset of customer locations) and in duration (no longer than 10 months) and is offered at the sole discretion of the Company.

3. TECHNICAL TERMS AND ABBREVIATIONS

| | |
|-----|-----------------------------------|
| EIA | Electronic Industries Association |
| IP | Internet Protocol |

| | |
|-------------|---|
| LAN | Local Area Network. Network on Customer's premises that is provisioned and maintained by Customer. |
| NAT | Network Address Translation. NAT is used by firewalls to convert private Internet addresses to public addresses, and vice versa |
| DLTS | Distance Learning Transmission Service |
| NOC | Network Operations Center |
| PC | Personal Computer |
| PSTN | Public Switched Telephone Network |
| Set Top Box | Device for converting video input to TV output |
| 100BaseT | 100 Mbps Ethernet connection |

Attachment C

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: 369910000481788 |
| Applicant's Form Identifier: year 7-1 |
| Application Status: CERTIFIED |
| Posting Date: 12/15/2003 |
| Allowable Contract Date: 01/12/2004 |
| Certification Received Date: 12/30/2003 |

| | | |
|--|----------------------------------|-------------------|
| 1. Name of Applicant: SOMERVILLE SCHOOL DISTRICT | | |
| 2. Funding Year: 07/01/2004 - 06/30/2005 | 3. Your Entity Number 120536 | |
| 4a. Applicant's Street Address, P.O.Box, or Route Number CITY HALL IT DEPT, 93 HIGHLAND AVE | | |
| City SOMERVILLE | State MA | Zip Code 02143 |
| b. Telephone number (617) 625- 6600 | c. Fax number (617) 625- 0953 | |
| d. E-mail Address | | |
| 5. Type Of Applicant | | |
| <input checked="" type="checkbox"/> Individual School (individual public or non-public school) | | |
| <input type="checkbox"/> School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools) | | |
| <input type="checkbox"/> Library (including library system, library branch, or library consortium applying as a library) | | |
| <input type="checkbox"/> Consortium (intermediate service agencies, states, state networks, special consortia) | | |
| 6a. Contact Person's Name: Tim Egan | | |
| <i>First, fill in every item of the Contact Person's information below that is different from Item 4, above. Then check the box next to the preferred mode of contact. (At least one box MUST be checked.)</i> | | |
| 6b. Street Address, P.O.Box, or Route Number | | |
| <input checked="" type="checkbox"/> Somerville Public Schools 181 Washington Street | | |
| City | State | Zip Code |

| | | |
|---|----|-------|
| SOMERVILLE | MA | 02143 |
| <input checked="" type="checkbox"/> 6c. Telephone Number (617) 625- 6600 | | |
| <input checked="" type="checkbox"/> 6d. Fax Number (617) 625- 0953 | | |
| <input checked="" type="checkbox"/> 6e. E-mail Address tegan@k12.somerville.ma.us | | |

Block 2: Summary Description of Needs or Services Requested

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

a. Tariffed services - telecommunications services, purchased at regulated prices, for which the applicant has no signed, written contract. A new Form 470 must be filed for tariffed services for each funding year.

b. Month-to-month services for which the applicant has no signed, written contract. A new Form 470 must be filed for these services for each funding year.

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

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

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

What kinds of service are you seeking: Telecommunications Services, Internet Access, or Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, and/or 10 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 ?

a. YES, I have an RFP. It is available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 11.

b. NO, I do not have an RFP for these services.

If you answered 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. Add additional lines if needed.

9 Internet Access
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a. YES, I have an RFP. It is available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 11.

b. NO, I do not have an RFP for these services.

If you answered 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. Add additional lines if needed.

10 **Internal Connections**
Do you have a Request for Proposal (RFP) that specifies the services you are seeking ?

a **YES**, I have an RFP. It is available on the Web at or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 11.

b **NO**, I do not have an RFP for these services.

If you answered NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., local area network) and quantity and/or capacity(e.g., connecting 10 rooms and 300 computers at 56kbps or better). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Internal Connections services. Add additional lines if needed.

11 (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 signer of this form.

Name: _____ Title: _____

Telephone number
 () - _____

Fax number
 () - _____

E-mail Address

12. Check here if there are any restrictions imposed by state or local laws or regulations on how or when providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide Web address where they are posted and a contact name and telephone number for service providers without Internet access.
Prefer vendors with Massachusetts blanket contracts for the required goods and services.

13. If you intend to enter into a multi-year contract based on this posting or a contract featuring an option for voluntary extensions you may provide that information below. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, summarize below (including the likely timeframes).
A multi-year contract up to 3 years may be issued for Internet access and other goods and services if it is deemed advantageous.

Block 3: Technology Assessment

14. **Basic telephone service only:** If your application is for basic local and long distance telephone service (wireline or wireless) only, check this box and skip to Item 16.

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 at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop 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 services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (a,b or c) 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 sites | 3 |
| <i>For these eligible sites, please provide the following</i> | |
| 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 |
| 617 | 623, 625, 628, 629, 666, 776 |
| If your application includes INELIGIBLE entities, check here. <input type="checkbox"/> If checked, complete Item 18. | |

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. Attach additional sheets if necessary.

| Entity | Entity Number |
|--------------------------------|---------------|
| SOMERVILLE SCHOOL DISTRICT | 120536 |
| SOMERVILLE CITY PUBLIC LIBRARY | 120537 |

| | |
|--------------------|--------|
| City of Somerville | 156440 |
|--------------------|--------|

| | | |
|---|------------------|---------------|
| 18. Ineligible Participating Entities | | |
| Does your application also seek bids on services to entities that are not eligible for the Universal Service Program? If so, list those entities here (attach pages if needed): | | |
| Ineligible Participating Entity | Area Code | Prefix |

Block 5: Certification and Signature

19. 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. 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 school (including, but not limited to elementary and secondary schools, colleges and universities).

20. All of the individual schools, libraries, and library consortia receiving services under this application are covered by:

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 and/or long distance telephone service only.

21. Status of technology plans (if representing multiple entities with mixed technology plan status, check both a and b):

a. technology plan(s) has/have been approved by a state or other authorized body.

b. technology plan(s) will be approved by a state or other authorized body.

c. no technology plan needed; application requests basic local and long distance telephone service only. .

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.

23. I recognize that support under this support mechanism is conditional upon the school(s) or library(ies) I represent securing access to all of the resources, including computers, training, software, maintenance, and electrical connections necessary to use the services purchased effectively.

24. I certify that I am authorized to submit this request on behalf of the above-named entities, 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. Signature of authorized person:

26. Date (mm/dd/yyyy): 12/30/2003

27. Printed name of authorized person: TIM EGAN

28. Title or position of authorized person: SIS ADMIN, SOMERVILLE PUBLIC SCHOOLS

29a. Address of authorized person: Somerville Public Schools

181 Washington Street
 City: SOMERVILLE State: MA Zip: 02143

29b. Telephone number of authorized person: (617) 625 - 6600 ext. 6025

29c. Fax number of authorized person: (617) 6250953

29d. E-mail address number of authorized person:

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications 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.

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 "Service Provider Role in Assisting Customers" at www.sl.universalservice.org/vendor/manual/chapter5.doc 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 a FCC 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-Form 470
 c/o Ms. Smith
 3833 Greenway Drive**

Lawrence, Kansas 66046
1-888-203-8100

FCC Form 470
May 2003

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**Federal Communications Commission**

**The FCC Acknowledges Receipt of Comments From ...
Achieve Telecom Network
...and Thank You for Your Comments**

Your Confirmation Number is: '200857733809 '

Date Received: May 7 2008

Docket: 02-6

Number of Files Transmitted: 2

DISCLOSURE

This confirmation verifies that ECFS has received and accepted your filing. However, your filing will be rejected by ECFS if it contains macros, passwords, redlining, read-only formatting, a virus or automated links to source documents that is not included with your filing.

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updated 12/11/03