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FCC Mail Room

9666 Olive Blvd, Suite 215
St. Louis, MO 63132
314-282-3676
Fax: 314-395-5882

April 12, 2012

**Request for Review
TO INCREASE ERATE FUNDS FOR FRN 2097723**

CC Docket No. 02-6

**Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Washington, DC 20554**

To whom it may concern;

**Appellant Name: Richard Senturia, consultant for applicant.
Applicant: Couch R-I, Hwy 142, Myrtle, MO 65778
Applicant BEN #: 137530
Applicant Form 471 # 772930**

We filed for Couch R-I for the 2011-2012 funding year.

We requested \$6600.00 a month because of the 4 contracts we received. When it went into review we realized some of the contracts were duplicates so we only sent 1 contract to the PIA reviewer. We should have sent 2 contracts.

We would like to add the second contract and increase the \$523.00 a month we were approved for to \$1087.00 a month that Couch R-I is actually paying for.

Respectfully,

**Richard Senturia, Consultant
9666 Olive Blvd, Suite 215
Olivette, Missouri 63132
314-282-3676 office
314-395-5882 fax
rsenturia@erateprogram.com**

RECEIVED 0



Universal Service Administrative Company
Schools & Libraries Division

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

April 05, 2012

Richard Senturia
eRate Program LLC
9666 Olive Blvd, Suite 215
St. Louis, MO 63132

Re: Applicant Name: COUCH SCHOOL DISTRICT R 1
Billed Entity Number: 137530
Form 471 Application Number: 772930
Funding Request Number(s): 2097723
Decision Letter Date: December 28, 2011
Date Appeal Postmarked: March 26, 2012
Your Correspondence Dated: March 26, 2012

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

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

Schools and Libraries Division
Universal Service Administrative Company



www.eRateProgram.com

9666 Olive Blvd, Suite 215
St. Louis, MO 63132
314-282-3676
Fax: 314-395-5882

Fax

To:	USAC	From:	Cricky Cirillo
Fax:	973-599-6542	FAX #	(314) 282-3675
Phone:		Pages:	17
Re:	Letter of Appeal	Date:	3-26-2012

Hello USAC,

I am writing a Letter of Appeal for Couch. If you need to reach me you can call at 314-282-3675, email me at cricky@erateprogram.com, or fax me at 314-395-5882.

Thank you
Cricky

March 26, 2012

LETTER of APPEAL

Schools and Libraries Division – Correspondence Unit
30 Lanidex Plaza West
PO Box 685
Parsippany, NJ 07054-0685

To whom it may concern;

Appellant Name: Richard Senturia, consultant for applicant.
Applicant: Couch R-I
Applicant BEN #: 137530
Applicant Form 471 #: 772930

When we filed the Form 471 for Couch we requested \$6600.00 a month for Sho-Me Technologies. When the Application went into review we sent only 1 of the contracts not both of the contracts.

We would like to add the second contract and increase the \$523.00 a month to \$1087.00 a month to add the contract we forget to send.

Respectfully,

Richard Senturia, Consultant
9666 Olive Blvd, Suite 215
Olivette, MO 63132
314-282-3676 office
314-395-5882 fax
rsenturia@erateprogram.com

COMMUNICATIONS FACILITIES DESCRIPTION

Customer Information

Company Name: Couch R-I Schools Address: Route 1 Box 1187 Floor/Room: City/State/Zip: Myrtle MO 65778	Contact Name: Barbara Gann Email: bgann@couch.k12.mo.us Contact Phone Number: (417) 938-4212 Fax: (417) 938-4267
--	---

Service Information

Quote #: CE-12-2-2009-0006 Cust – Contract #: A52-002 Project Name: New building to school network-10 mbps	Contract Date: 5/31/2011 Contract valid 30 days from contract date <u>Requested in Service Date: 7-1-2011</u> Number of Business Days to Complete After signed contract received: 32
Service Type: 10 Mb/s Ethernet	Qty: 1

Special Instructions - Please Read and Initial -

<p>The customer shall provide the following:</p> <p><u>Exterior entry through building wall</u> – Customer shall provide a 2” conduit with pull rope from building entrance to equipment demarcation point. An eyebolt for cable deadend will be required. Entry kits will be required for metal building entrances. Customer will install a 24” x 30” piece of plywood (3/4” min. thickness and wall mounted) for terminating equipment. If wall space is unavailable, Customer shall provide a minimum of 16 sq ft floor space for equipment rack. Customer will provide a dedicated, 20 amp, 110V AC outlet within two feet of the plywood. Equipment demarcation points are to be climate controlled and well ventilated.</p> <p><u>Underground entry through building wall</u> – Customer shall follow the same instructions as shown in the <i>Exterior entry through building wall</i>, but will also provide an underground 2” conduit back to nearest overhead pole with a maximum of three sweeps in any pull (no elbows please- a 2” LB at entry into the facility is fine).</p> <p><u>Aerial overhead entry through roof</u> – Customer shall follow the same instructions as shown in the <i>Exterior entry through building wall</i>, but will also provide a 2” rigid stand pipe with weatherhead. Maximum aerial span from utility pole into weatherhead is 125’.</p> <p>If local loop connectivity is required from the incumbent local exchange carrier, the circuits will be ordered to the customer specified demarcation point. Any changes afterwards will be made only by the consent of the customer.</p>

Service Location Information (Termination Points)

FROM	TO
<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing	<input checked="" type="checkbox"/> New <input type="checkbox"/> Existing
Location Name: Couch Vo-Ag Address: Floor/Room: City/State/Zip:	Location Name: Couch R-1 library - Couch Address: new trailer Floor/Room: City/State/Zip: Couch MO

Charges/Term

<i>Item</i>	<i>Charges</i>	<i>Explanations</i>
Monthly Recurring:	\$564.00/mo	
Installation:		
Expedite:		
Other:		

Special Notation:

Term: <input type="checkbox"/> 12 Months <input type="checkbox"/> 36 Months <input checked="" type="checkbox"/> 60 Months <input type="checkbox"/> 120 Months <input type="checkbox"/> Other
--

Authorizations:

I have read and agree to the terms and conditions attached to this Service Contract.

Customer

Sho-Me Technologies, L.L.C.

**By Sho-Me Power Electric Cooperative,
Its Managing Member**

Signature: _____	Date: _____	Signature: _____	Date: _____
X		X	
Name: _____		Name: Gary L. Fulks	
Title: _____		Title: General Manager	

Please fax signed contract to 417-468-7052

TERMS AND CONDITIONS OF SERVICE

1. PAYMENT

- a) Nonrecurring charges and recurring charges shall be due within thirty (30) days of the date of the invoice: billing shall commence upon the service being provisioned and deemed operational by Sho-Me Technologies (Sho-Me) operations personnel. Any amount not received within thirty (30) days of the date of the invoice will be subject to Sho-Me's standard late charge of 1½% per month.
- b) If Customer is not able to provide written evidence of the pertinent exemption to Sho-Me, Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges imposed on or based upon the provision, sale or use of the Services or Equipment provided. Sho-Me and Customer will cooperate with the appropriate authority as to applicability of taxes or charges. Taxes or charges will be separately stated on Customer's invoice.

2. USE

Customer may use the Services for any lawful purpose for which they are intended, provided that Customer will not use the Services so as to interfere with or impair service over any of the facilities and associated equipment comprising the Sho-Me fiber optic cable network and associated equipment, or to impair the transmission or privacy of any communications over the fiber optic facilities and associated equipment of Sho-Me, or of other users. Sho-Me, by the service hereunder, is providing circuits for the customer on a private network, and may provide switching services within that network, however Sho-Me is not utilizing the switching capabilities of the Public Switched Telephone Network.

3. SERVICE DATE: TERM

- a) Sho-Me shall use reasonable efforts to make Services available by the estimated service date. Sho-Me shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from NORMAL CONSTRUCTION PROCEDURES. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right of way approvals, and delays in actual construction work. If Customer is not ready to accept Sho-Me Services 30 days after the specified service date, Sho-Me shall commence billing.
- b) After the term of this contract, if Customer has not given Sho-Me 90 days prior written notice of its intent to disconnect, the Contract will then be automatically renewed on a month-to-month basis, and Customer may then disconnect Service upon 30 days written notice.
- c) Sho-Me may use its own network ("On-Net") and the networks of other carriers ("Off-Net") to provide completed circuits to its customers. Where Sho-Me does use Off-Net facilities to fulfill this contract, Sho-Me may note that portion of its circuit price within this contract related to Off-Net providers, and if the contract is renewed on a month-to-month basis, Sho-Me will automatically

increase or decrease the customer's bill by the amount that an Off-Net provider increases or decreases its charges to Sho-Me.

4. CUSTOMER RESPONSIBILITIES

- a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Sho-Me-authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Sho-Me. Access to such sites shall be made available at a time mutually agreeable to Customer and Sho-Me. Sho-Me shall also have the right to obtain access to its cable installed in Customer-provided conduit at any splice or junction box.
- b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power - Customer shall provide the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Sho-Me. The space, conduit, and power must be made available to Sho-Me on a timely basis. Customer shall be responsible for assuring that the equipment space and associated facilities, conduit and rights of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
- c) Governmental Authorizations - Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to receive Service and comply with its obligations under this contract.

5. EQUIPMENT

- a) Title - Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Sho-Me hereunder shall at all times remain exclusively with Sho-Me. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Sho-Me shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.
- b) Maintenance - Sho-Me shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefor. There are no additional charges for Sho-Me maintenance services. However, Sho-Me shall have no responsibility for the maintenance and repair of facilities and equipment which it does not furnish and Sho-Me may assess Customer its standard charge for false call outs.

TERMS AND CONDITIONS OF SERVICE

j. DEFAULT

If Customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fails to comply with any other material provision of this Contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, then Sho-Me, at its sole option, may elect to pursue one or more of the following courses of action: either (I) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly or other charges thereunder or hereunder shall become immediately due and payable, (ii), take appropriate action to enforce payment, including suspension of all or any part of the Service, and/or (iii) pursue any other remedies as may be provided at law or in equity.

7. LIMITATIONS OF LIABILITY

- a) Liability for Service Interruptions - To the extent that any part or portion of the Service is unavailable, interrupted, degraded or otherwise unsatisfactory for any reason, Sho-Me and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as follows: The Customer may, upon request directed to Sho-Me's designated representative, receive a credit at the rate of 1/60th of the monthly charges applicable to the affected facilities for each twelve hour period in excess of the first four hours that the affected service fails to conform to the technical standards. If a portion of the facilities fails to conform to the technical standards over a period of thirty days after written notice by Customer to Sho-Me, Customer may terminate the affected portion of the facilities without a cancellation charge.
- b) Liability for Damages to Property - Sho-Me shall not be liable for any damages whatsoever to Property at any Customer premises resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Sho-Me's willful misconduct.
- c) Liability for Services and Equipment Not Provided by Sho-Me - Sho-Me shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish to Customer, or for any act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.
- d) Liability for Force Majeure Events - Sho-Me shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cut, governmental order, riot, insurrection, strike, lockout, condemnation or loss of rights-of-way
- e) Liability for Negligence or Fault of Customer - Sho-Me shall not be liable for any interruptions or damages due to

the fault of negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

- f) Liability Regarding Governmental Authorization - Sho-Me shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Sho-Me shall be entitled to take, and shall have no liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Sho-Me as part of such compliance.
- g) No Special Damages - In no event shall Sho-Me be liable for special damages including, but not limited to, lost revenues or profits, consequential damages, or exemplary or punitive damages as a result of its performance or nonperformance of this Contract.

8. TERMINATION

Sho-Me may terminate this Contract without liability and Customer's payment obligation will be apportioned if:

- a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain; or
- b) as a result of damages inflicted by Customer to Sho-Me's facilities shall, in Sho-Me's judgment, be made inoperable and beyond economically or technologically feasible repair.
- c) Should the performance of Sho-Me facilities and service provided under this Contract not provide a 99% availability of service between the hours of 6:00 A.M. to 7:00 P.M. Central Time, Customer shall notify Sho-Me in writing. If Sho-Me is unable to provide this level of service within 20 days of receipt of the notice, Customer shall have the right to terminate this contract, or affected portion, effective as of the date of receipt of said notice without penalty, termination charge, or future payment obligation beyond the date of receipt of said notice.
- d) If a portion of the facilities fails to conform to the technical standards agreed to by Sho-Me, either in a response to a Customer's Request for Proposal, a Service Level Agreement issued by Sho-Me to Customer, or any other written correspondence from Sho-Me to Customer, over a period of thirty days after written notice by Customer to Sho-Me, Customer may terminate the affected portion of the facilities without a cancellation charge.
- e) Customer may also, without justification or reason therefore, terminate this Contract in whole or in part only by canceling all or any portion of the facilities described herein by providing Sho-Me thirty (30) days advance written notice of cancellation. In such case, Customer shall pay to Sho-Me all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge determined as follows: (i) if the Facilities Commitment Period for the canceled Facilities is one (1) year or more and such cancellation becomes effective prior to completion of the first year of the

TERMS AND CONDITIONS OF SERVICE

Facilities Commitment Period, then the cancellation charge shall be an amount equal to the balance of the monthly Facilities charges that otherwise would have become due for the un-expired portion of the first year of the Facilities Commitment Period plus twenty-five percent (25%) of the balance of the monthly Facilities charges for the remainder of the Facilities Commitment Period beyond the first year; and (ii) if the Facilities Commitment Period for the canceled Facilities is one (1) year or more and such cancellation becomes effective after completion of the first year of the Facilities Commitment Period, then the cancellation charge shall be an amount equal to twenty-five percent (25%) of the balance of the monthly Facilities charges that otherwise would have become due for the remainder of the Facilities Commitment Period; it is agreed that Sho-Me's damages in the event of a cancellation shall be difficult or impossible to ascertain. The provision for a cancellation charge in this subsection is intended, therefore, to establish liquidated damages in the event of a cancellation and is not intended as a penalty. In the event of any cancellation, Customer shall also pay Sho-Me an amount equal to any termination charges, expenses, fees or penalties incurred by Sho-Me due to Customer's cancellation of Facilities.

9. INDEMNIFICATION

Sho-Me shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of Service pursuant to this Contract involving:

- a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Customer's resale or attempted resale of the Service;
- b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any Communication using the Service;
- c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with the Services made available to Customer under the terms of this Contract. Customer agrees to defend Sho-Me against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

10. ASSIGNMENT

Sho-Me may, without obtaining any further consent from Customer, assign any of its rights, privileges, or obligations under this Contract. Customer shall not, without prior written consent of Sho-Me, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Contract.

11. WARRANTIES

- a) THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS; EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- b) "Major Service Disruption" shall be defined as a loss of more than 50% of the effective bandwidth transmission over any portion of facilities provided or a total voice circuit transmission outage. "Excessive Service Disruption" shall be determined to have occurred if any of the following three conditions are met:
 - a Major Service Disruption lasts more than 24 consecutive hours, or
 - a Major Service Disruption lasts more than 8 consecutive hours during the current calendar month, in which the previous two calendar months had also incurred a Major Service Disruption for which the service provider had been notified in writing, or
 - the total hours of all Major Service Disruptions in the current calendar month exceeds 48 hours.

In addition to a prorated refund of normal service charges, Sho-Me will pay the Customer a Penalty Fee each month where an Excessive Service Disruption has occurred. The amount of this Penalty Fee will be equal to 300% of the prorated service charges for the lost communications bandwidth over the affected portion of the facilities provided.

12. MISCELLANEOUS

This Contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between Sho-Me and Customer.

13. REGULATORY JURISDICTION

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order, decision, or tariff of any state or federal agency having regulatory jurisdiction over Sho-Me, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

14. JURISDICTION

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

15. TECHNOLOGY CLAUSE

The customer, after receiving service under the above terms for 60% of the contract term, may seek alternative written quotations from bona-fide third parties for a

TERMS AND CONDITIONS OF SERVICE

comparable service to that being provided under the current contract.

Sho-Me will be allowed to review the third party proposal for a period not less than 30 days, and if Sho-Me is unable or unwilling to match the terms, conditions and pricing of the third party proposal, all cancellation charges described in Section 8 above will be waived.

16. ADDITIONAL ETHERNET TERMS AND CONDITIONS

a) Traffic Shaping

Sho-Me reserves the right to monitor the use of its Ethernet network, and in doing so may apply traffic policing to enforce the Committed Information Rate (CIR) set forth in this contract. Traffic shaping must be performed by Customer to ensure that data packets are not dropped when entering the Sho-Me network. Customer attempts at bursting data packets is not supported on the Sho-Me network, therefore if shaping is not applied to traffic entering the Sho-Me network, it is likely that Customer traffic will be dropped randomly if the contracted CIR is exceeded. If Customer does not or cannot implement traffic shaping, the CIR should equal the interface speed connecting to the Sho-Me network to achieve maximum use of bandwidth, e.g. 10/100/1000 Mbps. Customer failure to adhere to the above guidelines could result in reduced throughput and performance due to packet drop or retransmission. Sho-Me is not responsible for such reduced throughput and performance.

b) Customer Premise Equipment (CPE) and Media Access Control (MAC) Addresses

The Customer equipment connecting to the Sho-Me demarcation point should be a Layer 3 Switch/Router/Firewall. If Customer connects by Layer 2 switch, Sho-Me will only allow Customer a total of 50 MAC addresses per connection. **Any additional MAC addresses will be assessed an additional charge, with a limit of 100 total MAC addresses per connection.**

c) Multicast and Broadcast traffic limitations

- Broadcast Traffic is used to refer to Ethernet frames that are forwarded to all nodes on the network using the broadcast Ethernet address.
- Multicast Traffic is used to refer to Ethernet frames that are forwarded, in a point to multipoint fashion, across the network to multiple recipients that belong to groups that are identified using any of the multicast Ethernet addresses defined by the Internet Assigned Numbers Authority (IANA) as Internet Multicast.
- Reason for Controls - Continuous and unpredictable floods of broadcast and multicast traffic can use substantial network bandwidth to the point of overloading the network's capacity. For this reason, it is necessary to place the following limits on the traffic types noted above:

10/100Mbps Interface Speed

Broadcast traffic limitation = 1 Mbps per port
Multicast traffic limitation = 1 Mbps per port

1000Mbps (1 Gbps) Interface Speed

Broadcast traffic limitation = 10 Mbps per port
Multicast traffic limitation = 10 Mbps per port

d) Frame Size, Protocols and Layer 3 markings

Customer traffic (frames) entering the Sho-Me network must be between 64 bytes and 1518 bytes for untagged traffic and 64 bytes and 1522 bytes for tagged (802.1Q) traffic. Frames outside these limits will be discarded. Customer-initiated Spanning Tree Bridge Protocol Data Units (BPDUs) will be denied from entering or interacting with the Sho-Me network.

The Sho-Me network will not participate in the customers' Cisco Discovery Protocol (CDP) or Virtual Trunking Protocol (VTP).

Layer 3 classification markings within a data field of customer traffic (packet) are maintained end to end throughout the Sho-Me network. The Sho-Me network is transparent to these markings and layer 2 Class Of Service (COS) 802.1Q P-bit markings.

e) Virtual Local Area Network (VLAN) Identification (VID) Assignment

Sho-Me will be responsible for VID assignment if VLAN tagging (802.1Q) is required on the customer interface connecting to the Sho-Me demarcation.

f) Customer Interface Configuration

- Customer should first verify the CIR of their contract. If the CIR is 10, 100 or 1,000 Mbps, no traffic shaping is required, as the CIR equals the size of the Sho-Me interface. If the CIR is something other than 10, 100 or 1,000 Mbps, the Customer must have the capability to shape their traffic. If the Customer cannot shape their traffic, they should either request that the CIR be changed to equal a Sho-Me interface option (10, 100 or 1,000 Mbps) or Sho-Me can help Customer locate a vendor of equipment capable being able to shape their traffic.
- When using traffic shaping, Customer should limit the output rate from Customer's equipment either at or below the CIR purchased per location.
- Customer's equipment should always be set to Full Duplex, with a setting of No Auto-Negotiation. The only exception to this is when the Ethernet speed equals 1000 Mbps; Auto-Negotiation should be used when Ethernet speed equals 1000 Mbps.
- Ethernet Speed should be set to 10 if the CIR is 10 Mbps or less, 100 if the CIR is greater than 10 or 100 Mbps or less, or 1000 Mbps if the CIR is greater than 100 Mbps.

17. INTERNET ACCEPTABLE USE POLICY

Sho-Me Technologies Direct Internet Access (DIA) is subject to Sho-Me's Acceptable Use Policy (AUP)

TERMS AND CONDITIONS OF SERVICE

which is available on the Internet at www.shometech.com
under About Us. Customers contracting for DIA are
subject to the terms and conditions outlined in the AUP.
Sho-Me reserves the right to modify the AUP from time to
time.

COMMUNICATIONS FACILITIES DESCRIPTION

Customer Information

Company Name: Couch R-I Schools Address: Route 1 Box 1187 Floor/Room: City/State/Zip: Myrtle MO 65778	Contact Name: Mr. William T Bull Email: tbull@couch.k12.mo.us Contact Phone Number: (417) 938-4211 Fax: (417) 938-4267
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Service Information

Quote #: --- Cust – Contract #: A52-003 Project Name: Equipment upgrade for campus network- 100 Mbps	Contract Date: 5/31/2011 Contract valid 30 days from contract date <u>Requested in Service Date: 7/1/11</u> Number of Business Days to Complete After signed contract received: 32
Service Type: Gig E	Qty: 1

Special Instructions - Please Read and Initial -

<p>The customer shall provide the following:</p> <p><u>Exterior entry through building wall</u> – Customer shall provide a 2” conduit with pull rope from building entrance to equipment demarcation point. An eyebolt for cable deadend will be required. Entry kits will be required for metal building entrances. Customer will install a 24” x 30” piece of plywood (3/4” min. thickness and wall mounted) for terminating equipment. If wall space is unavailable, Customer shall provide a minimum of 16 sq ft floor space for equipment rack. Customer will provide a dedicated, 20 amp, 110V AC outlet within two feet of the plywood. Equipment demarcation points are to be climate controlled and well ventilated.</p> <p><u>Underground entry through building wall</u> – Customer shall follow the same instructions as shown in the <i>Exterior entry through building wall</i>, but will also provide an underground 2” conduit back to nearest overhead pole with a maximum of three sweeps in any pull (no elbows please- a 2” LB at entry into the facility is fine).</p> <p><u>Aerial overhead entry through roof</u> – Customer shall follow the same instructions as shown in the <i>Exterior entry through building wall</i>, but will also provide a 2” rigid stand pipe with weatherhead. Maximum aerial span from utility pole into weatherhead is 125’.</p> <p>If local loop connectivity is required from the incumbent local exchange carrier, the circuits will be ordered to the customer specified demarcation point. Any changes afterwards will be made only by the consent of the customer.</p>

Service Location Information (Termination Points)

FROM	TO
New <input checked="" type="checkbox"/> Existing	New <input checked="" type="checkbox"/> Existing
Location Name: Couch R-1 library - Couch Address: new trailer City/State/Zip: Couch MO	Location Name: Couch Elementary Address: City/State/Zip: Couch, MO

Service Location Information (Termination Points)

FROM	TO
New <input checked="" type="checkbox"/> Existing	New <input checked="" type="checkbox"/> Existing
Location Name: Couch Library - Myrtle Address: Rt 1 Box 1187 City/State/Zip: Myrtle MO 65778	Location Name: Couch Elementary Address: City/State/Zip: Couch, MO

Service Location Information (Termination Points)

FROM	TO
New <input checked="" type="checkbox"/> Existing	New <input checked="" type="checkbox"/> Existing

Location Name: Couch Library - Myrtle Address: Rt 1 Box 1187 City/State/Zip: Myrtle MO 65778	Location Name: Couch Pre-School Address: City/State/Zip: Couch, MO
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Service Location Information (Termination Points)

FROM	TO
New <input checked="" type="checkbox"/> Existing	New <input checked="" type="checkbox"/> Existing
Location Name: Couch Library - Myrtle Address: Rt 1 Box 1187 City/State/Zip: Myrtle MO 65778	Location Name: Couch Counselor - Myrtle Address: Rt 1 Box 1187 City/State/Zip: Myrtle MO 65778

Service Location Information (Termination Points)

FROM	TO
New <input checked="" type="checkbox"/> Existing	New <input checked="" type="checkbox"/> Existing
Location Name: Couch Library - Myrtle Address: Rt 1 Box 1187 City/State/Zip: Myrtle MO 65778	Location Name: Couch Music Address: City/State/Zip: Couch,

Service Location Information (Termination Points)

FROM	TO
New <input checked="" type="checkbox"/> Existing	New <input checked="" type="checkbox"/> Existing
Location Name: Couch Library - Myrtle Address: Rt 1 Box 1187 City/State/Zip: Myrtle MO 65778	Location Name: Couch Vo-Ag Address: City/State/Zip: Couch,

Charges/Term

<i>Item</i>	<i>Charges</i>	<i>Explanations</i>
Monthly Recurring:	\$523.00/mo	
Installation:		
Expedite:		
Other:		
Special Notation: Equipment upgrade to all campus locations for campus network upgrade to 100 Mbps		
Term: <input type="checkbox"/> 12 Months <input type="checkbox"/> 36 Months <input checked="" type="checkbox"/> 60 Months <input type="checkbox"/> 120 Months <input type="checkbox"/> Other		

Authorizations:

I have read and agree to the terms and conditions attached to this Service Contract.

Customer

**Sho-Me Technologies, L.L.C.
By Sho-Me Power Electric Cooperative,
Its Managing Member**

Signature: _____	Date: _____	Signature: _____	Date: _____
X		X	
Name: _____		Name: Gary L. Fulks	
Title: _____		Title: General Manager	

Please fax signed contract to 417-468-7052

TERMS AND CONDITIONS OF SERVICE

1. PAYMENT

- v) Nonrecurring charges and recurring charges shall be due within thirty (30) days of the date of the invoice: billing shall commence upon the service being provisioned and deemed operational by Sho-Me Technologies (Sho-Me) operations personnel. Any amount not received within thirty (30) days of the date of the invoice will be subject to Sho-Me's standard late charge of 1½% per month.
- b) If Customer is not able to provide written evidence of the pertinent exemption to Sho-Me, Customer agrees to pay any sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes or charges imposed on or based upon the provision, sale or use of the Services or Equipment provided. Sho-Me and Customer will cooperate with the appropriate authority as to applicability of taxes or charges. Taxes or charges will be separately stated on Customer's invoice.

2. USE

Customer may use the Services for any lawful purpose for which they are intended, provided that Customer will not use the Services so as to interfere with or impair service over any of the facilities and associated equipment comprising the Sho-Me fiber optic cable network and associated equipment, or to impair the transmission or privacy of any communications over the fiber optic facilities and associated equipment of Sho-Me, or of other users. Sho-Me, by the service hereunder, is providing circuits for the customer on a private network, and may provide switching services within that network, however Sho-Me is not utilizing the switching capabilities of the Public Switched Telephone Network.

3. SERVICE DATE:TERM

- a) Sho-Me shall use reasonable efforts to make Services available by the estimated service date. Sho-Me shall not be liable for any damages whatsoever resulting from delays in meeting any Service dates due to delays resulting from NORMAL CONSTRUCTION PROCEDURES. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right of way approvals, and delays in actual construction work. If Customer is not ready to accept Sho-Me Services 30 days after the specified service date, Sho-Me shall commence billing.
- b) After the term of this contract, if Customer has not given Sho-Me 90 days prior written notice of its intent to disconnect, the Contract will then be automatically renewed on a month-to-month basis, and Customer may then disconnect Service upon 30 days written notice.
- c) Sho-Me may use its own network ("On-Net") and the networks of other carriers ("Off-Net") to provide completed circuits to its customers. Where Sho-Me does use Off-Net facilities to fulfill this contract, Sho-Me may note that portion of its circuit price within this contract related to Off-Net providers, and if the contract is renewed on a month-to-month basis, Sho-Me will automatically

increase or decrease the customer's bill by the amount that an Off-Net provider increases or decreases its charges to Sho-Me.

4. CUSTOMER RESPONSIBILITIES

- a) Access - Customer is responsible for arranging access to any of the rights of way, conduit and equipment space necessary to provide Service on the premises so that Sho-Me-authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Sho-Me. Access to such sites shall be made available at a time mutually agreeable to Customer and Sho-Me. Sho-Me shall also have the right to obtain access to its cable installed in Customer-provided conduit at any splice or junction box.
- b) Provision of Customer Premises Equipment Space, Conduit, and Electrical Power - Customer shall provide the necessary customer's premise equipment space, conduit, and electrical power required to terminate and maintain the facilities used to provide Service on all applicable premises without charge or cost to Sho-Me. The space, conduit, and power must be made available to Sho-Me on a timely basis. Customer shall be responsible for assuring that the equipment space and associated facilities, conduit and rights of way which it is providing are a safe place to work and are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with all applicable laws, rules and regulations and with all applicable leases or other contractual agreements.
- c) Governmental Authorizations - Customer shall be responsible to obtain and continue in effect all government authorizations necessary to permit Customer to receive Service and comply with its obligations under this contract.

5. EQUIPMENT

- a) Title - Customer agrees that all right, title and interest in all the fiber optic or other facilities and associated equipment provided by Sho-Me hereunder shall at all times remain exclusively with Sho-Me. Customer shall not create or permit to be created any liens or encumbrances relating to Customer's use of the Service or arising from the location of the equipment. Upon termination of Service, Sho-Me shall remove its equipment and shall have the right, but not the obligation, to remove all other facilities from any applicable premises.
- b) Maintenance - Sho-Me shall use reasonable efforts to maintain the Services in accordance with applicable performance standards therefor. There are no additional charges for Sho-Me maintenance services. However, Sho-Me shall have no responsibility for the maintenance and repair of facilities and equipment which it does not furnish and Sho-Me may assess Customer its standard charge for false call outs.

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3. DEFAULT

If Customer (a) shall fail to pay any amount required under this Contract and such failure continues for ten (10) days after written notice to Customer that the same is due and payable, or (b) fails to comply with any other material provision of this Contract and such noncompliance continues for thirty (30) days after written notice to Customer thereof, then Sho-Me, at its sole option, may elect to pursue one or more of the following courses of action: either (I) terminate this Contract whereupon in addition to all sums then due and payable, all future monthly or other charges thereunder or hereunder shall become immediately due and payable, (ii), take appropriate action to enforce payment, including suspension of all or any part of the Service, and/or (iii) pursue any other remedies as may be provided at law or in equity.

7. LIMITATIONS OF LIABILITY

- a) Liability for Service Interruptions - To the extent that any part or portion of the Service is unavailable, interrupted, degraded or otherwise unsatisfactory for any reason, Sho-Me and Customer agree that Customer's sole and exclusive remedy shall be the credit allowances for interruptions as follows: The Customer may, upon request directed to Sho-Me's designated representative, receive a credit at the rate of 1/60th of the monthly charges applicable to the affected facilities for each twelve hour period in excess of the first four hours that the affected service fails to conform to the technical standards. If a portion of the facilities fails to conform to the technical standards over a period of thirty days after written notice by Customer to Sho-Me, Customer may terminate the affected portion of the facilities without a cancellation charge.
- b) Liability for Damages to Property - Sho-Me shall not be liable for any damages whatsoever to Property at any Customer premises resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Sho-Me's willful misconduct.
- c) Liability for Services and Equipment Not Provided by Sho-Me - Sho-Me shall not be liable for any damages whatsoever associated with Service, channels, or equipment which it does not furnish to Customer, or for any act or omission of any entity furnishing to Customer facilities or equipment used for or with the Service.
- d) Liability for Force Majeure Events - Sho-Me shall not be liable for any failure of performance or Service for reasons beyond its reasonable control including but not limited to casualty, act of God, wind, flood, tornado, storm, fire, explosion, vandalism, cable cut, governmental order, riot, insurrection, strike, lockout, condemnation or loss of rights-of-way
- e) Liability for Negligence or Fault of Customer - Sho-Me shall not be liable for any interruptions or damages due to

the fault of negligence of Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

- f) Liability Regarding Governmental Authorization - Sho-Me shall use best efforts to obtain and keep in effect all government authorizations necessary, in order to provide Service under this Contract. Sho-Me shall be entitled to take, and shall have no liability for, any action necessary including termination, to bring the Service into conformance with any governmental regulations or authorizations, and Customer shall fully cooperate in and take such action as may reasonably be requested by Sho-Me as part of such compliance.
- g) No Special Damages - In no event shall Sho-Me be liable for special damages including, but not limited to, lost revenues or profits, consequential damages, or exemplary or punitive damages as a result of its performance or nonperformance of this Contract.

8. TERMINATION

Sho-Me may terminate this Contract without liability and Customer's payment obligation will be apportioned if:

- a) the facilities used to provide Service are taken by exercise of condemnation or eminent domain; or
- b) as a result of damages inflicted by Customer to Sho-Me's facilities shall, in Sho-Me's judgment, be made inoperable and beyond economically or technologically feasible repair.
- c) Should the performance of Sho-Me facilities and service provided under this Contract not provide a 99% availability of service between the hours of 6:00 A.M. to 7:00 P.M. Central Time, Customer shall notify Sho-Me in writing. If Sho-Me is unable to provide this level of service within 20 days of receipt of the notice, Customer shall have the right to terminate this contract, or affected portion, effective as of the date of receipt of said notice without penalty, termination charge, or future payment obligation beyond the date of receipt of said notice.
- d) If a portion of the facilities fails to conform to the technical standards agreed to by Sho-Me, either in a response to a Customer's Request for Proposal, a Service Level Agreement issued by Sho-Me to Customer, or any other written correspondence from Sho-Me to Customer, over a period of thirty days after written notice by Customer to Sho-Me, Customer may terminate the affected portion of the facilities without a cancellation charge.
- e) Customer may also, without justification or reason therefore, terminate this Contract in whole or in part only by canceling all or any portion of the facilities described herein by providing Sho-Me thirty (30) days advance written notice of cancellation. In such case, Customer shall pay to Sho-Me all charges for Facilities provided (without the right of set-off against non-refundable charges) through the effective date of such cancellation plus a cancellation charge determined as follows: (i) if the Facilities Commitment Period for the canceled Facilities is one (1) year or more and such cancellation becomes effective prior to completion of the first year of the

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Facilities Commitment Period, then the cancellation charge shall be an amount equal to the balance of the monthly Facilities charges that otherwise would have become due for the un-expired portion of the first year of the Facilities Commitment Period plus twenty-five percent (25%) of the balance of the monthly Facilities charges for the remainder of the Facilities Commitment Period beyond the first year; and (ii) if the Facilities Commitment Period for the canceled Facilities is one (1) year or more and such cancellation becomes effective after completion of the first year of the Facilities Commitment Period, then the cancellation charge shall be an amount equal to twenty-five percent (25%) of the balance of the monthly Facilities charges that otherwise would have become due for the remainder of the Facilities Commitment Period; it is agreed that Sho-Me's damages in the event of a cancellation shall be difficult or impossible to ascertain. The provision for a cancellation charge in this subsection is intended, therefore, to establish liquidated damages in the event of a cancellation and is not intended as a penalty. In the event of any cancellation, Customer shall also pay Sho-Me an amount equal to any termination charges, expenses, fees or penalties incurred by Sho-Me due to Customer's cancellation of Facilities.

9. INDEMNIFICATION

Sho-Me shall be indemnified, defended and held harmless by Customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of Service pursuant to this Contract involving:

- a) Claims of third parties, including patrons or customers of Customer, arising out of, resulting from, or related to the Customer's resale or attempted resale of the Service:
- b) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any Communication using the Service:
- c) All other claims arising out of any act or omission of Customer, or customers or patrons of Customer, in connection with the Services made available to Customer under the terms of this Contract. Customer agrees to defend Sho-Me against any such claim and to pay, without limitation, all litigation costs, reasonable attorney fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

10. ASSIGNMENT

Sho-Me may, without obtaining any further consent from Customer, assign any of its rights, privileges, or obligations under this Contract. Customer shall not, without prior written consent of Sho-Me, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Contract.

11. WARRANTIES

- a) THERE ARE NO AGREEMENTS, WARRANTIES, OR REPRESENTATIONS; EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- b) "Major Service Disruption" shall be defined as a loss of more than 50% of the effective bandwidth transmission over any portion of facilities provided or a total voice circuit transmission outage. "Excessive Service Disruption" shall be determined to have occurred if any of the following three conditions are met:
 - a Major Service Disruption lasts more than 24 consecutive hours, or
 - a Major Service Disruption lasts more than 8 consecutive hours during the current calendar month, in which the previous two calendar months had also incurred a Major Service Disruption for which the service provider had been notified in writing, or
 - the total hours of all Major Service Disruptions in the current calendar month exceeds 48 hours.

In addition to a prorated refund of normal service charges, Sho-Me will pay the Customer a Penalty Fee each month where an Excessive Service Disruption has occurred. The amount of this Penalty Fee will be equal to 300% of the prorated service charges for the lost communications bandwidth over the affected portion of the facilities provided.

12. MISCELLANEOUS

This Contract may be modified, waived or amended only by a written instrument signed by the party against which enforcement thereof is sought, shall be binding upon the parties' respective successors and assigns, and constitutes the entire agreement between Sho-Me and Customer.

13. REGULATORY JURISDICTION

In the event that provisions set forth in this Agreement are determined to be in violation of any rule, order, decision, or tariff of any state or federal agency having regulatory jurisdiction over Sho-Me, the terms of this Agreement shall be deemed to be modified to the extent permissible under such rule, order, decision or tariff.

14. JURISDICTION

The rights and obligations of the parties under this Contract shall be governed by and construed and enforced in accordance with the laws of the State of Missouri.

15. TECHNOLOGY CLAUSE

The customer, after receiving service under the above terms for 60% of the contract term, may seek alternative written quotations from bona-fide third parties for a

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comparable service to that being provided under the current contract.

Sho-Me will be allowed to review the third party proposal for a period not less than 30 days, and if Sho-Me is unable or unwilling to match the terms, conditions and pricing of the third party proposal, all cancellation charges described in Section 8 above will be waived.

16. ADDITIONAL ETHERNET TERMS AND CONDITIONS

a) Traffic Shaping

Sho-Me reserves the right to monitor the use of its Ethernet network, and in doing so may apply traffic policing to enforce the Committed Information Rate (CIR) set forth in this contract. Traffic shaping must be performed by Customer to ensure that data packets are not dropped when entering the Sho-Me network. Customer attempts at bursting data packets is not supported on the Sho-Me network, therefore if shaping is not applied to traffic entering the Sho-Me network, it is likely that Customer traffic will be dropped randomly if the contracted CIR is exceeded. If Customer does not or cannot implement traffic shaping, the CIR should equal the interface speed connecting to the Sho-Me network to achieve maximum use of bandwidth, e.g. 10/100/1000 Mbps. Customer failure to adhere to the above guidelines could result in reduced throughput and performance due to packet drop or retransmission. Sho-Me is not responsible for such reduced throughput and performance.

b) Customer Premise Equipment (CPE) and Media Access Control (MAC) Addresses

The Customer equipment connecting to the Sho-Me demarcation point should be a Layer 3 Switch/Router/Firewall. If Customer connects by Layer 2 switch, Sho-Me will only allow Customer a total of 50 MAC addresses per connection. **Any additional MAC addresses will be assessed an additional charge, with a limit of 100 total MAC addresses per connection.**

c) Multicast and Broadcast traffic limitations

- Broadcast Traffic is used to refer to Ethernet frames that are forwarded to all nodes on the network using the broadcast Ethernet address.
- Multicast Traffic is used to refer to Ethernet frames that are forwarded, in a point to multipoint fashion, across the network to multiple recipients that belong to groups that are identified using any of the multicast Ethernet addresses defined by the Internet Assigned Numbers Authority (IANA) as Internet Multicast.
- Reason for Controls - Continuous and unpredicted floods of broadcast and multicast traffic can use substantial network bandwidth to the point of overloading the network's capacity. For this reason, it is necessary to place the following limits on the traffic types noted above:

10/100Mbps Interface Speed

Broadcast traffic limitation = 1 Mbps per port

Multicast traffic limitation = 1 Mbps per port

1000Mbps (1 Gbps) Interface Speed

Broadcast traffic limitation = 10 Mbps per port

Multicast traffic limitation = 10 Mbps per port

d) Frame Size, Protocols and Layer 3 markings

Customer traffic (frames) entering the Sho-Me network must be between 64 bytes and 1518 bytes for untagged traffic and 64 bytes and 1522 bytes for tagged (802.1Q) traffic. Frames outside these limits will be discarded. Customer-initiated Spanning Tree Bridge Protocol Data Units (BPDU's) will be denied from entering or interacting with the Sho-Me network.

The Sho-Me network will not participate in the customers' Cisco Discovery Protocol (CDP) or Virtual Trunking Protocol (VTP).

Layer 3 classification markings within a data field of customer traffic (packet) are maintained end to end throughout the Sho-Me network. The Sho-Me network is transparent to these markings and layer 2 Class Of Service (COS) 802.1Q P-bit markings.

e) Virtual Local Area Network (VLAN) Identification (VID) Assignment

Sho-Me will be responsible for VID assignment if VLAN tagging (802.1Q) is required on the customer interface connecting to the Sho-Me demarcation.

f) Customer Interface Configuration

- Customer should first verify the CIR of their contract. If the CIR is 10, 100 or 1,000 Mbps, no traffic shaping is required, as the CIR equals the size of the Sho-Me interface. If the CIR is something other than 10, 100 or 1,000 Mbps, the Customer must have the capability to shape their traffic. If the Customer cannot shape their traffic, they should either request that the CIR be changed to equal a Sho-Me interface option (10, 100 or 1,000 Mbps) or Sho-Me can help Customer locate a vendor of equipment capable being able to shape their traffic.
- When using traffic shaping, Customer should limit the output rate from Customer's equipment either at or below the CIR purchased per location.
- Customer's equipment should always be set to Full Duplex, with a setting of No Auto-Negotiation. The only exception to this is when the Ethernet speed equals 1000 Mbps; Auto-Negotiation should be used when Ethernet speed equals 1000 Mbps.
- Ethernet Speed should be set to 10 if the CIR is 10 Mbps or less, 100 if the CIR is greater than 10 or 100 Mbps or less, or 1000 Mbps if the CIR is greater than 100 Mbps.

17. INTERNET ACCEPTABLE USE POLICY

Sho-Me Technologies Direct Internet Access (DIA) is subject to Sho-Me's Acceptable Use Policy (AUP)

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which is available on the Internet at www.shometech.com
under About Us. Customers contracting for DIA are
subject to the terms and conditions outlined in the AUP.
Sho-Me reserves the right to modify the AUP from time to
time.

FUNDING COMMITMENT REPORT
Billed Entity Name: COUCH SCHOOL DISTRICT R 1
BEN: 137530
Funding Year: 2011

Comment on RAL corrections: The applicant did not submit any RAL corrections.

Form 471 Application Number: 772930
Funding Request Number: 2097723
Funding Status: Funded
Category of Service: Internet Access
Form 470 Application Number: 386570000833546
SPIN: 143004637
Service Provider Name: Sho-Me Technologies, LLC
Contract Number: MTM
Billing Account Number: N/A
Multiple Billing Account Numbers: N
Service Start Date: 07/01/2011
Service End Date: 06/30/2012
Contract Award Date: N/A
Contract Expiration Date: N/A
Shared Worksheet Number: 1279094
Number of Months Recurring Service Provided in Funding Year: 12
Annual Pre-discount Amount for Eligible Recurring Charges: \$6,276.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$6,276.00
Discount Percentage Approved by the USAC: 80%
Funding Commitment Decision: \$5,020.80 - FRN approved; modified by SLD
Funding Commitment Decision Explanation: MR1: The FRN was modified from \$6,600 per month to \$523.00 per month to agree with the applicant documentation.

FCDL Date: 12/28/2011
Wave Number: 027
Last Allowable Date for Delivery and Installation for Non-Recurring Services: 09/30/2012
Consultant Name: RICHARD SENTURIA
Consultant Number (CRN): 16048902
Consultant Employer: ERateProgram.com