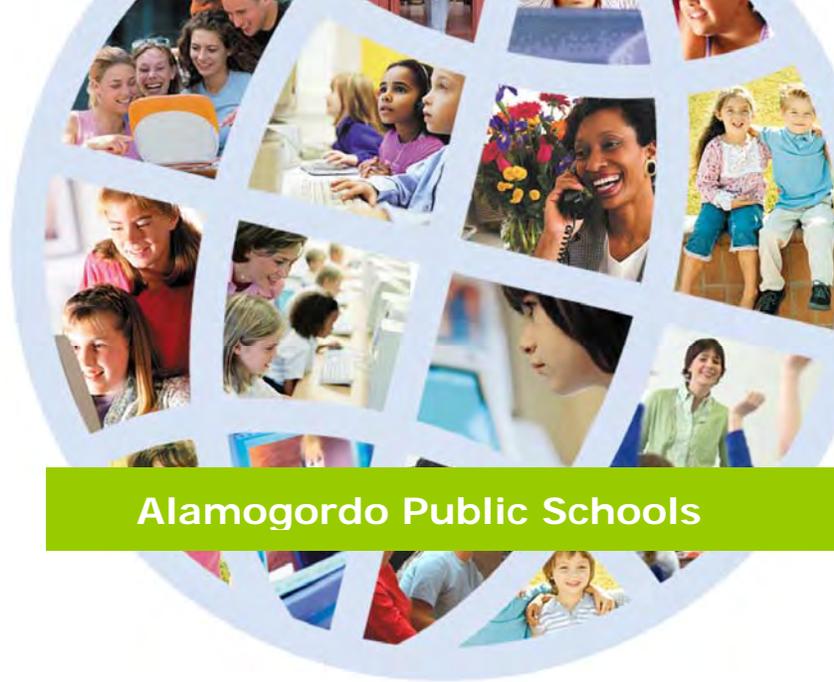


Date:
February 7, 2007

Proposal Prepared for:
Mr. Tony Korwin
Director Management
Information Systems
Alamogordo Public
Schools District
1211 Hawaii Ave.
Alamogordo, NM 88310



ALAMOGORDO PUBLIC SCHOOLS 



"The new Trillion wireless and fiber WAN will address the growing bandwidth needs of school districts in our region and provide scalability for future needs. By managing our network Trillion will make it possible for NTRETN technical resources to focus on other needed services."

**--David Mabe, Deputy
Executive Director, Northeast
Texas Education
Telecommunication Network,
Mount Pleasant, TX**

Proposal Prepared by:
Gary Gaessler
Regional Sales Manager
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gary.gaessler@trillion.net

Trillion SPIN Number:
143025872

Valid Until:
May 8, 2007





February 7, 2007

Mr. Tony Korwin
Director Management Information Systems
Alamogordo Public Schools
1211 Hawaii Avenue
Alamogordo, NM 88310

Dear Mr. Korwin:

Thank you for the opportunity to provide you with the enclosed proposal for the Alamogordo Public Schools to provide a broadband WAN to several of your sites and Centrex VoIP services to your district. We believe the enclosed proposal offers the best overall benefit to Alamogordo Public Schools for the following reasons:

- ▲ Trillion offers superior customer service based on customer references and customer satisfaction feedback. Last year Trillion ranked in the top 10% of all business-to-business service companies in the country as rated by a leading independent customer research firm.
- ▲ Trillion has all necessary certifications and Trillion's personnel are experts in network and VoIP design, engineering and support, E-Rate and more.
- ▲ Trillion has a strong record of meeting defined schedules.
- ▲ Trillion offers a wealth of experience in the K-12 national market providing service to over 1,500 schools.

In addition, your proposed Trillion WAN and Centrex VoIP services are designed to be Priority One E-Rate eligible and offer you the predictability of fixed pricing for the term of your contract.

Trillion Centrex VoIP services enable districts to economically provide a phone and voicemail service to every classroom – enhancing communication between teachers and parents and enhancing safety in schools. Your voice service is very feature rich including the ability to:

- ▲ Leverage your WAN for intra-district calls, eliminating need for dedicated circuits at every site for all of your telephony traffic
- ▲ Use Unified Messaging to play voicemail messages on your computer, attach them to email messages or embed them in other documents
- ▲ Use Global Answering control to automatically send all teachers' calls to a central office or to voicemail during class time
- ▲ Log onto any phone and receive calls as though you were at your desk

Trillion significantly improves student success by enabling highly qualified teachers to optimize new educational technologies in a cost effective manner. Trillion provides broadband network services for the K-12 education market that have been approved for Priority One E-Rate eligibility time and again, with zero up-front costs and the ability to begin deployment outside of the E-Rate cycle. Our services simplify the complexities of data, voice, and video convergence.

Your satisfaction with our services is our number one priority. Every Trillion contract is backed by our Commitment Code, for your total satisfaction with our services which provides penalties if we fail to deliver on service commitment levels.

If you have questions on the enclosed proposal, please call your Regional Sales Manager, Gary Gaessler at 720-519-0030. We look forward to delivering the services you need so you can focus on your priority – education.

Best regards,

Bear Poth
President & CEO

Trillion Value System

Integrity & Ethics ♦ Professionalism & Respect ♦ Customer Driven ♦ Having Fun!

9208 Waterford Centre Blvd, Suite 150

Austin, Texas 78758

(512) 334-4100



An Intel Capital funded company

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Executive Summary

Trillion is the leading competitive provider of secure broadband network services for education. Trusted by school districts coast to coast, Trillion helps deliver education technology solutions such as distance learning and multimedia learning to K-12 students. Trillion provides wide area network (WAN) and voice services (VoTN) that have been approved for Priority One E-Rate eligibility time and again, and have been specifically designed to meet the needs of the education market. Trillion's network services simplify the complexities of data, voice, and video convergence and provide network security and protection 24x7x365. We have become the largest national competitive service provider of fixed licensed wireless and fiber WANs for K-12 school districts in the United States, serving hundreds of school districts and over 1,500 schools.

Networks Optimized for Your Education Environment

Each customer environment is different. Our philosophy is to design and build a network that meets your current and future needs based on your technology initiatives and budget.

Converged voice solutions for Education

Converged voice services are revolutionizing telecommunications within schools systems. You can now cost effectively put a phone in every classroom which enhances both safety and communication. Because Trillion provides VoIP as a Centrex service, your solution will work – we hide the complexities of convergence from you and deliver dial tone, voicemail and other enhance features to your district. Features such as Unified Messaging, Follow me Find me and desktop Personal Call Manager are all included at no extra charge. Trillion services also help you reduce telephony costs because you can leverage data cabling for your phones and leverage your WAN for intra-district calls.

Commitment to Customer Satisfaction

We don't just talk about customer satisfaction; we live it and measure it continuously. Our commitment to outstanding customer support has ranked us in the top 10% of all business to business service providers across the nation as rated by a leading independent customer satisfaction research firm.

All our services are backed by our Commitment Code, a written document that provides you with assurances that our number one goal is your total satisfaction. Our services are supported by network and security professionals in our Network Operations Center (NOC). These Trillion network professionals become an extension of your IT staff, so you can rely on the performance and availability of your network services 24x7.

Total Satisfaction

Trillion backs our availability commitment with Service Level Agreements that include financial penalties if specified availability metrics are not achieved.

Predictable Pricing - with E-Rate Discounts

Trillion WAN and voice services are both designed to be Priority One E-Rate eligible. You also enjoy the predictability of fixed pricing for a full five years.

Speed of Deployment Without Upfront Costs

Trillion uses its project financing so it can begin the acquisition and construction process immediately – outside the E-Rate cycle if necessary – to deploy the solution to meet your timeline. Billing does not start until your network is installed. Because we offer our networks as a service, there are no capital expenses for you.

E-Rate Expertise

Trillion provides expert E-Rate support, when permitted, to school districts to help them correctly follow processes and ultimately receive funding. Our E-Rate experts will work with you so that forms are filled out correctly and filed on time.

Single Vendor Solution

Trillion minimizes the number of vendors you have to manage and provides you with a single point of accountability.

Our Value Proposition

- ▲ Priority One E-Rate eligible Education WAN and Centrex VoIP services that are custom designed to meet your specific requirements.
- ▲ Ability to begin construction and enable services prior to the next E-Rate funding window.
- ▲ In-house E-Rate expertise to help you through the E-Rate process, when permitted, after the competitive bidding phase is completed.
- ▲ Flexible construction cycle.
- ▲ Trillion Commitment Code for total customer satisfaction.
- ▲ 24x7 Monitoring and management of all Trillion services.
- ▲ Dedication to education with over 1,500 school sites deployed.
- ▲ Extensive K-12 customer references.

Trillion Proposed Pricing

Centrex VoIP

E-Rate Eligible Services

<u>Service Description</u>				
Service:	Trillion Centrex VoIP Services			
	<p><i>Pricing for voice services is quoted on a "Per Voice Port" basis. Voice Ports may be added at any time at Pre-E-Rate \$33 per port per month, subject to Trillion approval, under a separate non E-Rate agreement. Note that customer may seek E-Rate funding for additional voice ports during the next E-Rate application cycle.</i></p>			
Contract Term in Years	1, with four optional one-year renewals			
Estimated E-Rate Discount	80%			
Number of Sites	18			
Total Voice Ports	466			
<u>Voice Services</u>	<u>Before E-Rate</u>		<u>After E-Rate</u>	
	Month	Annual	Month	Annual
Installation Charge Per Voice Port	\$0.00	\$0.00	\$0.00	\$0.00
Total Service Charge - All Voice Ports	\$8,490.58	\$101,887.02	\$1,698.12	\$20,377.40
Total Service Charge per Voice Port (breakdown) <i>(Not an additional charge)</i>	\$18.22	\$218.64	\$3.64	\$43.73
Total Service Charge per Site (breakdown) <i>(Not an additional charge)</i>	\$471.70	\$5,660.39	\$94.34	\$1,132.08
Customer Payments to Trillion	\$8,490.58	\$101,887.02		

Non-E-Rate Eligible Purchase

<u>PHONE Quote - Purchase</u>	<u>Before E-Rate</u>		<u>After E-Rate</u>
	One Time		
Installation Charge Per Phone	\$0.00		
Phone Purchase	\$	71,418.00	Not an E-Rate Eligible Purchase
Phone Maintenance (optional) 5 Years	\$	30,352.65	
Customer Payments to Trillion		\$101,770.65	

<u>PHONE Quote - Lease</u>	<u>Before E-Rate</u>		<u>After E-Rate</u>
	Month	Annual	
Installation Charge Per Site	\$0.00	\$0.00	
Phone Lease 5 Years	\$1,785.45	\$21,425.40	Not an E-Rate Eligible Purchase
Maintenance Lease (optional) 5 Years	\$758.82	\$9,105.80	
Customer Payments to Trillion	\$2,544.27	\$30,531.20	

Wide Area Network

Non-E-Rate – Burstable Bandwidth at 50Mbps

<u>Service Summary</u>		
Service:	Wide Area Network Services - A	
Number of Sites:	2	
Contract Term in Years:	5	
	Month	Annual
Installation Charge Per Site	\$0.00	
Total Service Charge - All Sites	\$2,391.07	\$28,692.83
Total Service Charge per Site	\$1,195.53	\$14,346.42
Customer Payments to Trillion	\$2,391.07	\$28,692.83

Non-E-Rate – Burstable Bandwidth at 100Mbps

<u>Service Summary</u>		
Service:	Wide Area Network Services - B	
Number of Sites:	2	
Contract Term in Years:	5	
	Month	Annual
Installation Charge Per Site	\$0.00	
Total Service Charge - All Sites	\$2,496.96	\$29,963.52
Total Service Charge per Site	\$1,248.48	\$14,981.76
Customer Payments to Trillion	\$2,496.96	\$29,963.52

Trillion Case Study

Northeast Texas Regional Education Telecom Network Students Learning Without Boundaries

“The new Trillion wireless WAN will address the growing bandwidth needs of school districts in our region and provide scalability for future needs.”

CASE STUDY: Northeast Texas Regional Education Telecom Network



In late 1995, many rural schools in Northeast Texas were not able to provide enrichment curricula such as physics, calculus, or second and third year French and Spanish on their own. They visualized being able to do so cooperatively via distance education. Consequently, a meeting of public school superintendents was called to explore the possibility of creating a regional integrated telecommunications network. The goal of this network would be to support multiple connections among schools for the purpose of providing distance education via videoconference. Hence, the NTRETN was conceived.

The immediate outcome of this meeting was that technology personnel, from the Region VIII Education Service Center (ESC8) located in Mt. Pleasant, Texas, were tasked with exploring ways to make this vision a reality. Over the next year and a half, a network infrastructure was designed, service providers and hardware vendors were obtained, and funding was sought. Once implemented, the network was expected to support distance learning via video, Internet applications, and emerging IP telephony

capabilities. Through generous monetary grants from the Texas Infrastructure Fund (TIF) and the Texas Infrastructure in Education (TIE) the project was born and the NTRETN consortium was organized and launched.

Since 1997, funds from NTRETN members, TIF, and E-Rate have been used to sustain and enhance the infrastructure and to hire ESC8 management and support personnel. By the summer of 2003 the NTRETN network bandwidth available from leased T1 lines was hopelessly limited in the face of increasing demands of academic Internet access. In addition, budget cuts by the Texas Legislature reduced technology funding which caused great concern for the future of the NTRETN. As a result, NTRETN leadership began seeking an economical new infrastructure to replace the old, overburdened one.

In January 2004, the NTRETN contracted Trillion to construct and manage the largest high-speed wireless broadband network in Texas for 81 sites. The NTRETN received a funding commitment of over \$1 Million from the Federal E-Rate program to build and service the NTRETN wide area network (WAN).

There are currently 46 public nonprofit education institutions that are members of the NTRETN consortium including school districts, the ESC8, Hopkins County Special Education Co-Operative and Bowie County Transportation Co-Operative. And many of the public school districts have multiple campuses that will be linked together by a district WAN designed by Trillion, as well as connect them to the NTRETN WAN. This hybrid network will provide up to 100 Mbps providing a minimum of 15 times the bandwidth NTRETN is delivering to schools today.

Trillion will also provide an integrated suite of managed services that will provide the following benefits to NTRETN members:

- 1) A managed network that will provide 24x7 network monitoring and management services -- This assures each member a highly reliable service that does not tax local personnel and equipment resources.
- 2) A sophisticated traffic routing scheme that will guarantee that data traffic generated at each member's site will be isolated to that site, eliminating traffic jams on the NTRETN WAN.
- 3) Customized website on the Trillion "WiZone" -- For instantaneous network status information, technical support, and trouble ticket reporting, which will ultimately eliminate the necessity for NTRETN support personnel, saving the consortium salary, equipment and office space expenses.
- 4) High-quality data, IP telephony and distance education video network service, thus continuing and enriching the original vision and mission of the NTRETN consortium to contribute to improved student learning and the overall educational development of the region.
- 5) A unified e-mail and content filtering system that allows for a high degree of local autonomy over filtering policies, and a robust and secure firewall to guard against intrusion from the public Internet and other member districts.

The NTRETN expects the new Trillion wireless WAN to provide unprecedented bandwidth to enable student learning without boundaries.

"The new Trillion wireless WAN will address the growing bandwidth needs of school districts in our region and provide scalability for future needs," said David Mabe, Deputy Executive Director, Region VIII Education Service Center. "And by managing our network, Trillion will make it possible for NTRETN technical resources to focus on other needed services."

The Federal E-rate grant will fund 72% of the cost of the building of the network and yearly service. It is anticipated that the network will be installed and operational by end of summer 2005.

See www.esc8.net/aboutus.html for a brief view of the official Origins, Vision and Mission of the NTRETN Consortium.

Proposed Centrex VoIP Service Design

E-Rate Eligible Services

Trillion Centrex VoIP Service by Site List

Alomogordo	Analog Phone Service	IP Phone Service	Voicemail Only	Extension Only	LEC Analog Trunks*	T1 / PRI Access (T1=24 ports)	911 Circuit Access (required)
District Office	0	60	0	10	2	1	1
Academy del Sol Alt	0	15	0	1	1	0	1
Alamogordo HS	0	60	0	6	2	0	1
Buena Vista ES	0	5	0	1	1	0	1
Chaparral MS	0	20	0	1	1	0	1
Heights ES	0	20	0	1	1	0	1
High Rolls Mtn ES	0	5	0	1	1	0	1
Holloman Int	0	10	0	1	1	0	1
Holloman MS	0	10	0	1	1	0	1
Holloman Primary	0	5	0	1	1	0	1
La Luz ES	0	20	0	1	1	0	1
Mountain View MS	0	50	0	1	1	0	1
North ES	0	20	0	1	1	0	1
Oregon ES	0	20	0	1	1	0	1
Sacramento ES	0	20	0	1	1	0	1
Siewrra ES	0	20	0	1	1	0	1
Yucca ES	0	6	0	1	1	0	1
Warehouse	0	6	0	1	1	0	1
Total	0	372	0	32	20	1	18
Total Voice Ports:							466

*Includes support for fax lines and additional lines requested by the customer

Non-E-Rate Eligible Purchase

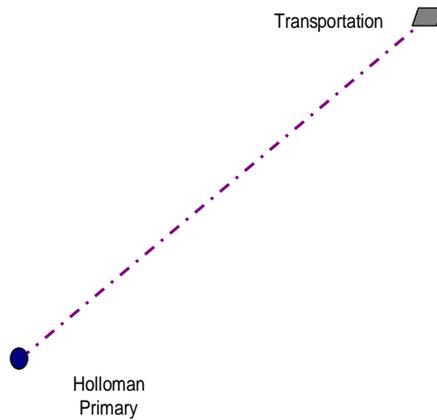
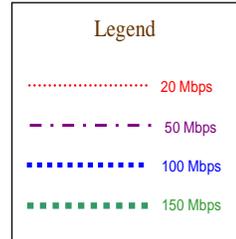
Trillion Centrex VoIP Phone/Support by Site List

Alomogordo	IP110 Black/Silver	IP230 Black/Silver	IP560 Black/Silver	BB 24 Black/Silver	AP100
District Office	56	4	0	0	0
Academy del Sol Alt	14	1	0	0	0
Alamogordo HS	56	4	0	0	0
Buena Vista ES	4	1	0	0	0
Chaparral MS	19	1	0	0	0
Heights ES	19	1	0	0	0
High Rolls Mtn ES	4	1	0	0	0
Holloman Int	9	1	0	0	0
Holloman MS	9	1	0	0	0
Holloman Primary	4	1	0	0	0
La Luz ES	19	1	0	0	0
Mountain View MS	46	4	0	0	0
North ES	19	1	0	0	0
Oregon ES	19	1	0	0	0
Sacramento ES	19	1	0	0	0
Siewrra ES	19	1	0	0	0
Yucca ES	5	1	0	0	0
Warehouse	5	1	0	0	0
Total	345	27	0	0	0

Proposed WAN Service Design Options

Burstable Bandwidth at 50Mbps

Alamogordo, NM
 SCHOOL DISTRICT
 February 5, 2007



Network Diagram
 Not To Scale

PRELIMINARY DESIGN – This diagram is a computer generated, preliminary design based upon the information available to our design staff. This design and attendant pricing are subject to change dependent upon a full, on-site survey of facilities, restrictions imposed by local regulatory authorities, modifications to network requirements initiated by customer needs, and the availability of newer technologies.

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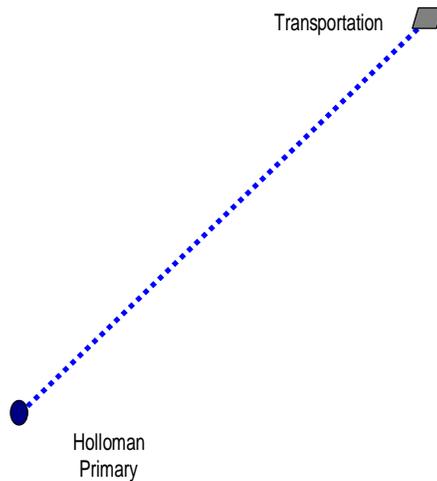
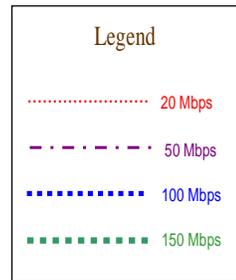


Service Locations	Burstable Mbps per site	Service Type (Fiber/Wireless/MPLS)
Holloman Primary	50	Wireless
Alamogordo Transportation	50	Wireless

Burstable Bandwidth at 100Mbps

Alamogordo, NM

SCHOOL DISTRICT
February 5, 2007



Network Diagram
Not To Scale

PRELIMINARY DESIGN – This diagram is a computer generated, preliminary design based upon the information available to our design staff. This design and attendant pricing are subject to change dependent upon a full, on-site survey of facilities, restrictions imposed by local regulatory authorities, modifications to network requirements initiated by customer needs, and the availability of newer technologies.

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Service Locations	Burstable Mbps per site	Service Type (Fiber/Wireless/MPLS)
Holloman Primary	100	Wireless
Alamogordo Transportation	100	Wireless

Secure Education Networks

Services Overview

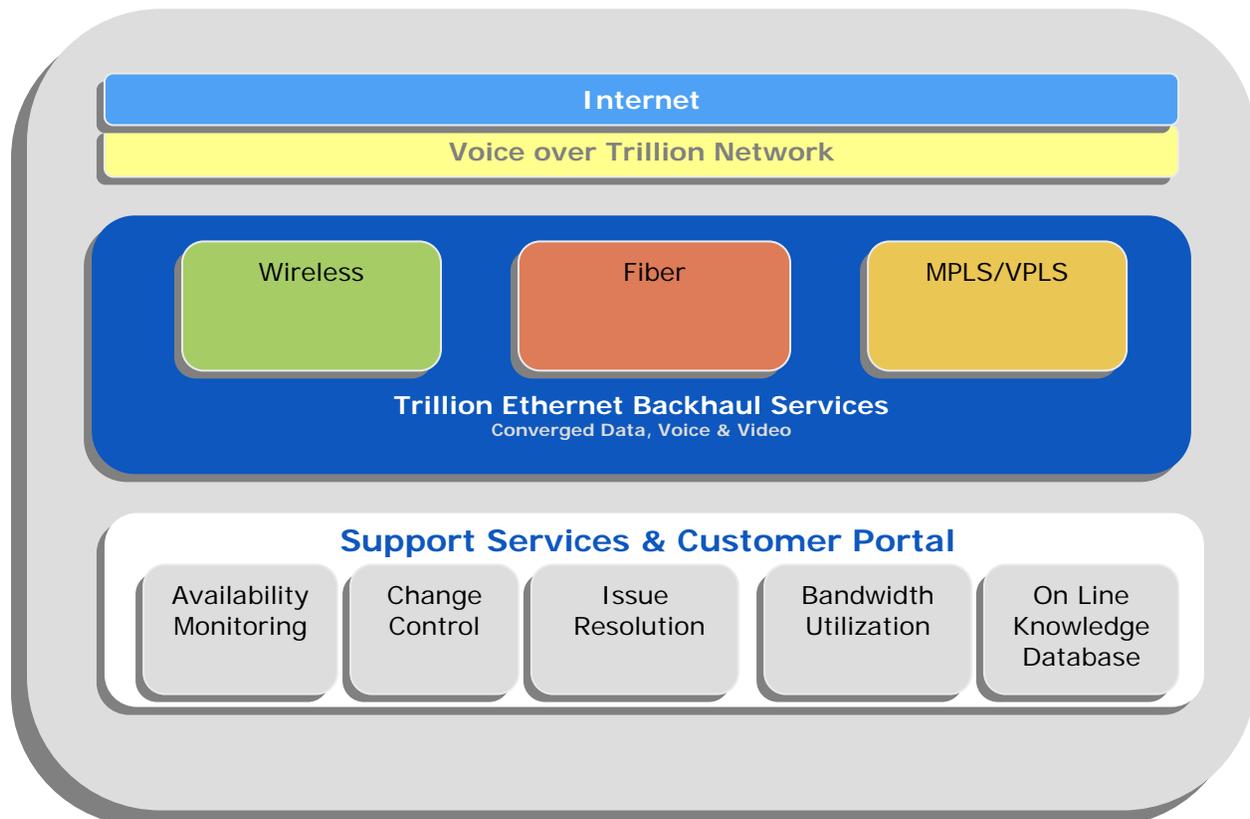
Wide Area Network Services

Trillion designs, builds, and manages highly reliable broadband networks for school districts and consortiums. Because we build both licensed microwave and fiber networks, we can design a custom network that is ideal for your needs. If you have existing fiber, Trillion can incorporate it into your network and manage that as well. Trillion is the focal point – integrating multiple sources and technologies to provide you with a single, secure broadband network optimized for education technology applications.

All Trillion networks support data, voice, and video simultaneously in a converged environment with Quality of Service (QoS) capabilities. QoS prioritizes video and/or voice traffic to allow for efficient bandwidth utilization when distributing multimedia streams across a network. So whether you want to run voice over your network, provide distance learning or deploy new administrative management tools, your network will be ready to handle it.

We will work with you to design a network that meets your technology and budget requirements.

Regardless of design or transport used, Trillion provides a turnkey solution with pre-engineered bandwidth through a service rather than selling equipment and support contracts. ***We back our availability commitment with Service Level Agreements that include financial penalties if specified availability metrics are not achieved.***



Voice over Trillion Network Services

Converged voice services are revolutionizing telecommunications within schools systems. Schools can now cost effectively put a phone in every classroom which enhances both safety and communication. For IT directors who want to take advantage of the cost savings of convergence but are concerned about deploying a solution and managing quality of service (QoS), Trillion provides a Voice over Trillion Networks service so that your converged solution will work – 24x7. Trillion owns, installs, and manages the converged voice solution remotely from our secure Network Operations Center. *As a Wide Area Network Voice Service, it is also eligible for Priority One E-Rate funding.*

Support Services and Customer Portal

All Trillion services are supported by our network and security professionals in the Network Operations Center. Trillion network professionals become an extension of your IT staff, managing the performance and availability of your network services 24x7. You can also watch us work through the Customer Web Portal. See the performance and availability of your network, open work tickets and monitor status of network issues – real time. We work nights, weekends, and holidays so you do not have to.

Our Customer Connect Web portal enables you to “watch us work”. View availability information and real-time/historical performance reports, submit tickets online and more.

Trillion Fast Ethernet Service Overview

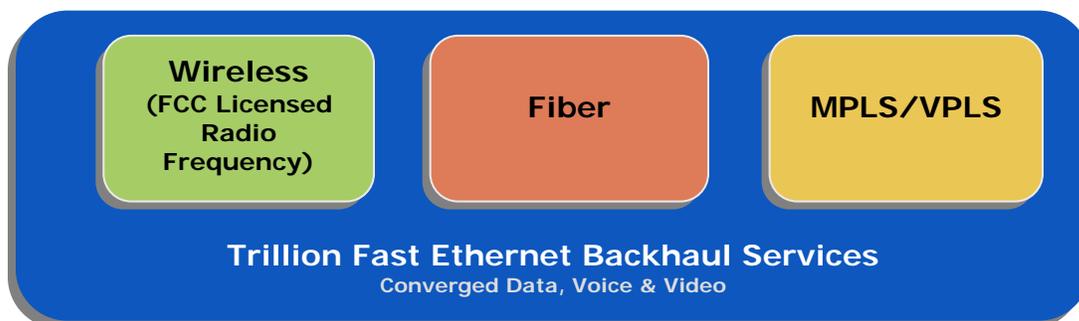
Trillion designs, builds, and operates highly reliable broadband networks for school districts and consortiums. Because each customer environment is different, our philosophy is to design and build a network that meets your current and future needs based on your technology initiatives and budget.

We can also integrate and expand existing networks to incorporate previously unconnected sites and make the entire network more reliable and scalable to meet future growth needs. If you have existing district-owned fiber connecting sites, Trillion can light it and provide Ethernet service as a part of the total solution. Trillion is the focal point – integrating multiple sources and technologies to provide you with a *single, secure broadband network optimized for education technology applications*.

With Trillion, all of your sites are connected via either a high speed fiber or licensed radio frequency point-to-point Ethernet connection. Trillion's service provides anywhere from 10 to over 600 times the speeds associated with T1 services.

Key Benefits of Trillion Fast Ethernet Service

- ▲ Reliability so that your network is there when you need it.
- ▲ Scalability enables your network to grow with your bandwidth needs.
- ▲ Fast Ethernet Handoffs enable you to connect to Trillion's demarc via a native LAN Ethernet Connection.
- ▲ Convergence Ready Networks are QoS-enabled so that your network will support voice and video-intensive applications (distance learning, multimedia learning, streaming video, converged voice, student information systems, online assessments and testing, etc.).
- ▲ Committed & Burstable bandwidth options to provide the speed you need.
- ▲ Visibility via Trillion Customer Connect Web Portal enables you to see the status of your network real-time.
- ▲ Support Services to monitor and service the network
- ▲ Service Level Agreements back all of our networks and include financial penalties if specified availability metrics are not achieved.



Transport Options

Trillion Fast Ethernet WANs are carrier class. Choose from Trillion fiber, carrier-class FCC licensed wireless, or nationwide MPLS/VPLS connectivity options.

Fiber Technology

Trillion's fiber service is provided utilizing Trillion installed, district owned or leased fiber. Trillion provides all terminating equipment to light and operate the connections. Utilizing single mode fiber, Trillion provides a single Ethernet interface to each location on the WAN. Site-to-Site routing complexity of a large WAN is completely eliminated by providing Layer 2 or Layer 3 handoffs to each location. Trillion's staff has experience deploying thousands of miles of both aerial and buried fiber.

Key benefits include:

- ▲ Trillion constructed, owned or 3rd-party leased fiber
- ▲ Integration of district-owned fiber into single wide area network
- ▲ Layer 2 or layer 3 handoff options to each location
- ▲ Up to 1 Gbps speeds depending on service option

Wireless (FCC Licensed RF Technology)

Trillion's FCC licensed technology provides an interference free carrier-class solution with near zero latency per link at full duplex speeds. This technology provides high-quality video and voice performance under heavy load conditions. The key benefit of licensed technology is the protection from interference. Licenses are acquired from the FCC and give the license holder use of the available channels in a designated area. This prevents others from using channels that will cause interference with the licensed channels. Licensed wireless equipment meets the highest engineering and quality standards and is primarily used by Cellular and national carriers.

Key benefits include:

- ▲ Carrier grade FCC licensed technology to provide interference free links
 - Trillion uses the 6, 11, 18 and 23 GHz bands
- ▲ Full Duplex service to provide simultaneous two-way data transmission
- ▲ Near zero latency per link to provide quality voice and video
 - Latency on carrier grade FCC licensed wireless averages less than 1 millisecond
- ▲ Quality construction typically with monopole structures or building mounts for safe and aesthetically pleasing deployments
- ▲ Carrier grade grounding isolation techniques to protect against lightening strikes
- ▲ Environmentally controlled equipment enclosures with HVAC and power backup to provide high reliability

MPLS/VPLS

Trillion's MPLS solution is ideal for connecting sites that are too far for wireless and too expensive for fiber. Packets are tagged with QoS headers to prioritize voice and video traffic. Data is also routed using a single path so that packets are delivered in sequence and with uniform latency. This delivers smooth voice and video across your network.

- ▲ Native IP MPLS Network
- ▲ Site-to-site QoS throughout the MPLS mesh nationwide
- ▲ Voice and Video packet delivery planes of service
- ▲ Fully Meshed network infrastructure nationwide
- ▲ Dynamic Bandwidth Allocation
- ▲ Layer 2 Security

Reliability

Your network is designed to be there when you need it. Networks are designed to greatly reduce the likelihood of service interruption and are monitored 24 x 7 x 365 for availability and performance issues. If issues occur, the experts in the Trillion Network Operations Center and our nation-wide support staff will drive the issue to resolution. See the Trillion Customer Support section for detailed information about Trillion's customer support.

Scalability

Your network is designed to grow with your bandwidth needs. This enables you to purchase only the bandwidth that you need so that you are not paying for bandwidth that you are not using.

Choose from 1.5 Megabit per second (Mbps) to 1 Gigabit per Second (Gbps) Ethernet per location. Bandwidth options vary based on the technology deployed. Trillion is currently piloting technology that will enable us to reach gigabit speeds on Licensed RF links.

Technology	Customer Handoff	Bandwidth Options
Fiber	Ethernet	▲ 100 - 1,000Mbps
Licensed Wireless	Ethernet	▲ 20, 50, 100, 150, 300 Mbps ▲ Gigabit links in beta
MPLS/VPLS	Ethernet	▲ 1.5, 3, 4.5, 6, 9, 45 Mbps

Trillion provides you with point-to-point links and does NOT use a shared metro Ethernet model that enables other customers to use your links.

Fast Ethernet Handoff

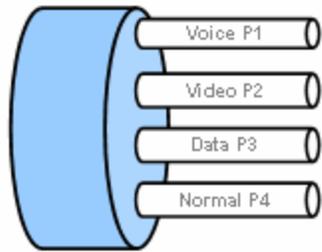
Trillion's WAN service provides a single Ethernet interface demarc to each site via Layer 2 or Layer 3 depending on your site-to-site connectivity preference. Both WAN and Trillion voice services are delivered over the Trillion Ethernet transport. Per E-rate guidelines, Trillion does not provide any local LAN routing or connectivity service to workstations and servers. Connectivity to Trillion's WAN service can be achieved via a single fiber or UTP to the customer's edge router or LAN port.

Key benefits include

- ▲ Ethernet handoffs via L2 or L3 to each location eliminating circuit complexity.
- ▲ Copper or Fiber handoffs to meet your requirements

Convergence Ready Networks

All Trillion WAN services employ QoS technology throughout the network to provide a WAN that is convergence ready. QoS prioritizes video and/or voice traffic to allow for efficient bandwidth utilization when distributing multimedia streams across a network. Trillion's WAN service provides standard 802.1q tagging which allows for packet prioritization across the WAN. Trillion applies best practice configurations to all WAN service customers. Minimum bandwidth allocations can be made to specific traffic planes to provide high quality voice and/or video transmission. So whether you want to run voice over your network, provide distance learning or deploy new administrative management tools, your network will be ready to handle it.



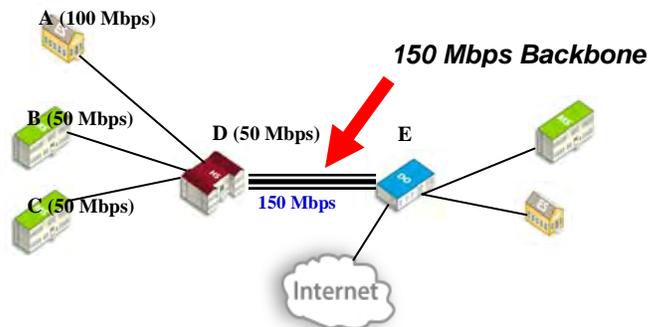
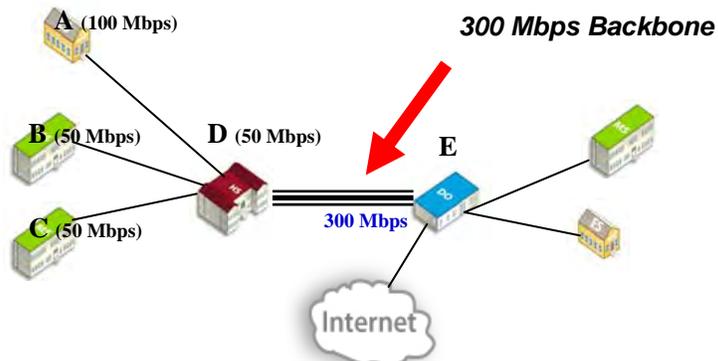
QOS

- Quality of Service Planes on all Ethernet segments
- QOS on all equipment and egress points
- Bandwidth allocations for Voice and Video

Committed & Burstable Bandwidth Option

Trillion delivers both Dedicated and Burstable bandwidth options, providing you with committed information rates along with the ability to have burstable rates depending on site traffic. Dedicated bandwidth (committed information rate) enables all endpoints to use 100% of their bandwidth simultaneously back to the central office or egress point to the Internet; whereas burstable bandwidth designs take advantage of the burstiness of IP traffic and uses a more cost-effective backbone to aggregate multiple sites back to your central egress point. A hybrid approach may also be appropriate if burstable bandwidth works for part of the network and dedicated bandwidth is needed for other sites.

The following two diagrams illustrate the difference. In the first diagram, sites A, B, C, and D have committed information rates of 100, 50, 50 and 50 Mbps respectively with an ability to burst up to 300 Mbps. In the second diagram, sites A, B, C, and D all share a backbone of 150 Mbps. Their speeds will vary based on usage across the network.



Implementation Overview

Trillion combines decades of network design and maintenance experience with proven, wireless technology, and innovative construction techniques to create reliable and scalable high-speed wireless WANs. Trillion has a very experienced engineering staff with more than 100 years of combined experience in the wireless and fiber service area. Trillion provides carrier-class solutions to its customers.

Key Benefits

- ▲ Over 1,500 schools deployed nationwide.
- ▲ Deployments on a large scale can be completed normally less than 120 days depending on permitting, licensing, and site acquisition.
- ▲ One central point of contact during implementation.
- ▲ Engineering crews staffed nationwide by Trillion for rapid deployments.
- ▲ Phased implementation process to provide quality and rapid deployment.

Project Management

Trillion utilizes a central Program Manager that is responsible for the engagement team necessary to deploy the contract services. A Web-accessible project portal site is accessible by the Customer during deployment for status updates and alerts on any changes to the deployment schedule.

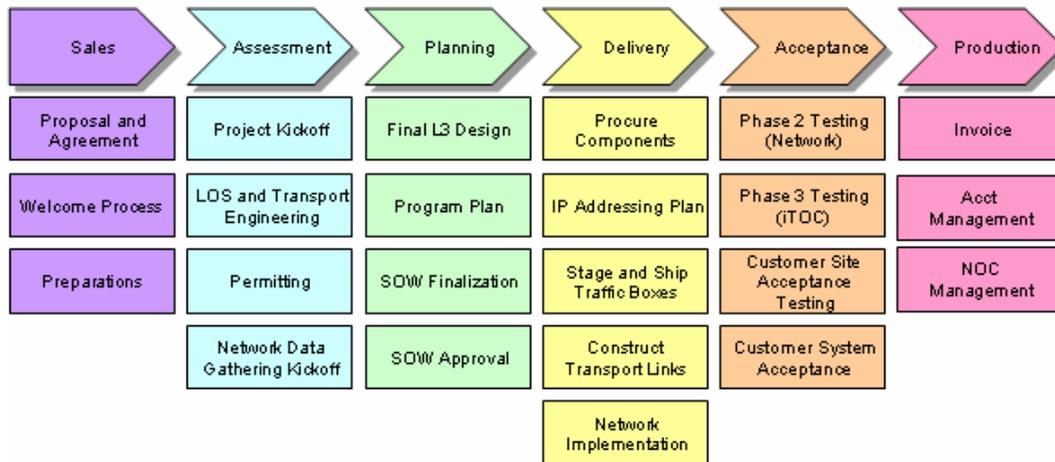


Typical Customer Responsibilities

- ▲ Customer Provides:
 - Project Sponsor
 - Technical Contact
 - Facilities Contact
- ▲ Contact and Sponsor Roles:
 - For wireless customers, make decisions on final pole and/or building mount placement.
 - Assist with data gathering necessary for implementation.
 - Provide handoff point from the local LAN to the Trillion service provided.
 - Work with Trillion on final site acceptance.

Project Implementation Approach

Trillion takes a phased approach to WAN Implementation.



Assessment – Planning – Service Delivery – Acceptance

Adherence to these phases allows for a thorough and timely completion of the project. Conclusion of each phase is marked by accomplishment of a particular milestone, after which the project can proceed to the next phase.

Each project will have a detailed Statement of Work (SoW) associated with it that will be agreed upon by Trillion and the Customer.

Following is a description of the activities for each phase of the WAN installation.

Phase I: Assessment

Trillion's Assessment phase is vital to the successful deployment and activation of your new network service. The primary activities of the assessment phase are the Project Kick-off Conference Call, Line of Site and Transport Engineering, and Permitting (if needed) and Data Gathering. The purpose of this phase is to gather "detailed" information about current voice and data network configurations and changes needed to deploy and activate Trillion services.

The following table outlines key activities of the assessment phase.

Activity	Description
Project Kick-Off Conference Call	Review of Project SoW, Key Contacts, Roles and Responsibilities, and Timeline.
Line of Site and Transport Engineering	Review the physical location where the WAN will be deployed, interview the Customer's designated contacts, conduct the line-of-site process and designate pole locations.
Permitting	Obtain building permits and zoning variances if required.
Preliminary Timeline	Consider necessary intervals for various time-sensitive orders and tasks.
Data Gathering	Compile thorough information about the existing WAN, LAN, and Telephone system.

Phase II: Planning

Using the information obtained during the Data Gathering phase, a detailed plan is developed in preparation for Service Delivery. This information is incorporated into the SoW and a complete snapshot of the system configuration is created.

The following table summarizes key activities of the planning phase:

Activity	Description
System Design	Assess network design and document system configuration.
Program Plan	Review configuration, project roles, responsibilities, and updated timeline.
Finalize and Approve Statement of Work	Apply the design to the SoW for all parties to review and approve.
Schedule Resources	Use timeline to schedule resources for Service Delivery implementation.

Phase III: Service Delivery

The Service Delivery phase implements the Statement of Work. The following key activities are involved:

Activity	Description
Procure Components	Purchase components required to implement the Customer's solution.
IP Addressing plan	Finalize the IP addressing plan.
Equipment Staging and Shipment of Equipment	Configure all network equipment per SoW specifications and ship equipment boxes to the Customer's premises.
Network Construction	Dig the holes and set the poles in their designated places.
Network Implementation	Install equipment in the proper location and initiate functionality to the Ethernet (CATV) or Fiber (ST) customer interface.

Phase IV: Acceptance

Upon completion of primary installation tasks, Trillion will begin acceptance testing. Each component's test will be performed and documented by a project team member.

Once the system has been completed according to the SoW, both the Project Sponsor and the Executive Sponsor will execute a Letter of Acceptance, indicating that all work has been satisfactorily completed. At that time, all project-related activities will cease, and communications will be established through the Trillion Network Operations Center for problem resolution or the Regional Sales Manager for account management.

Activity	Description
Network Testing	Verify SoW compliance, test all system components and verify connectivity.
NOC Testing	Configure and establish VPN connectivity between the NOC and the Customer. Verify components can be remotely monitored and supported.
Training	Schedule training sessions for system administrators.
Site Cut-Over	Move users over to the newly configured system.
Customer Site Acceptance Testing	The Customer accepts each site as it is turned up.
Customer System Acceptance	The Customer accepts Trillion deployment; invoice is generated for service

Trillion Centrex VoIP Service Overview

Converged voice services are revolutionizing telecommunications within schools systems. Schools can now cost effectively put a phone in every classroom which enhances both safety and communication. Because converged solutions use WAN and LAN connections, schools can consolidate circuits and reduce their overall circuit costs. For IT directors who want to take advantage of the cost savings of convergence but are concerned about deploying a solution and managing quality of service (QoS), **Trillion provides a Centrex VoIP service.** Trillion Centrex VoIP service is not your “typical” Centrex service and provides enhanced features such as unified messaging, desktop call management and the ability to administer end user changes.

Benefits of Trillion’s Feature Rich Centrex VoIP

- Centrex VoIP - Service not hardware
Because trillion provides VoIP as a Centrex service, your solution will work – we hide the complexities of convergence from you and deliver your local provider’s dial tone, voicemail and other enhanced features to your district.
- Reduce Costs
With Trillion services, you can leverage your WAN for intra-district calls, eliminating the need for dedicated T1s or circuits at every site for all of your telephony traffic. Instead, calls are routed across your WAN and out a centralized location, such as a PRI, to the PSTN (note: some customers prefer multiple connections to the PSTN). Also, because IP phones can use the same CAT5 cable that provides data access to the classroom, you can provide a phone to every classroom without installing telephone cables.

Elements of the Centrex Voice Service:

Centrex VoIP Features included in the service (no extra charge):

- Extensive Telephony Features & Voicemail Features
- Unified Messaging
- Desktop Call Management
- Mobility - Follow Me Find Me
- Call Handling Modes
- Global Answering Control
- End User Administration

Trillion Service Overview:

- Customer Demarc
- Dial Tone Availability
- QoS Monitoring and management
- PSTN Management
- Implementation process
- Customer Responsibilities

Centrex VOIP Telephony features

Trillion's telephony service includes a rich set of features. Features such as Caller ID, conferencing and call waiting are part of the service, and not charged for separately.

Sample System/Station/User Features:

- Answer/Answer Release
- Attendant or Operator Console
- Audio Volume Adjust
- Automatic Attendant
- Auto Echo Cancellation
- Automated Call-by-call Bandwidth Selection
- Automated Phone Installation Configuration
- Automatic Phone Moves
- Admission Control On WAN Usage
- Call forwarding (Off Premise)
- Call forwarding (Ring and/or No Answer)
- Call forwarding (Self Directed)
- Call Hold / Release
- Call Park / Pickup
- Call Transfer
- Call Waiting
- Calling Line ID Name and Number
- Call waiting Caller ID Name and Number
- Conference Calling
- Dial by Name Directory
- Direct Inward Dialing
- Direct Outward Dialing (DOD)
- Distinctive Ringing (internal vs. external call)
- Distinctive Station Ringing Pitch
- Extension Dialing Between Locations
- IP-based Integrated Messaging
- Last Number Redial
- Lowest Cost Trunk Selection
- Multi-Station Hunt Groups Spanning Locations
- Multiple Calls Per Line Appearance
- Multiple Line Appearances
- PRI Protocol Support
- Ringer Pitch Adjust
- Ringer Volume Adjust
- Shared Extensions on Multiple Phones
- Speakerphone Mute
- Speed Dial (Auto-Dial)
- Station Monitoring or Busy Lamp Field Across all Locations
- TAPI 2.1
- Temporary Set Re-Assignment for Traveling Workers
- Toll and Nuisance Number (900,976,970,550,540 exchanges) Restriction
- Tone On Hold
- Visual Message Displays (All digital telephones) (name, extension, etc.)

Phone & Device Support

Trillion provides connectivity support for ShoreTel IP phones, modems and fax machines. For more details about ShoreTel IP Telephones please see the attached datasheet.



Samples of Trillion-provided IP Telephones

Voice mail

Trillion will provide voicemail service for the contracted number of voice ports or virtual users at each location. Trillion will ensure voicemail system availability while the customer is responsible for end user provisioning (note: voice mail box provisioning is part of call management administration).

Sample voicemail features:

- Listen to messages
- Replay
- Save
- Delete
- Forward
- Reply
- Play envelope
- Move backward
- Pause
- Move forward
- Reply with a voicemail
- Reply with a call back
- Change mailbox Options
- Record greeting
- Set call handling mode (standard, in meeting, out of office, extended absence, custom)
- Re-assign extension
- Set password
- Disable email delivery
- Enable email delivery
- Enable email delivery with voice mail attached
- Mark voice mail heard after email delivery
- Record name
- Enable/disable envelope information
- Listen to deleted messages
- Remove deleted message
- Enable or disable outlook automatic call handling
- Change email delivery options
- Change Find Me Forwarding state
- Bypass greeting
- Transfer to assistant
- Transfer to auto-attendant
- Forward to recipient's Find Me destination
- Send a message
- Urgent message tagging

Unified Messaging

The Trillion voice system provides integrated messaging for any Windows-based PC desktop including unified messaging with Microsoft Outlook. This includes voice mail in your inbox, directory dialing using your contacts, contact screen pop, and calendar integration. Voice mail messages are stored in the industry-standard WAV Audio for Windows format, allowing users to play them on multimedia PCs, attach them to email messages or embed them in other documents. WAV attachments are stored on the Trillion-provided equipment for customers integrating with Microsoft Exchange. All other systems send a wave attachment embedded in the email.

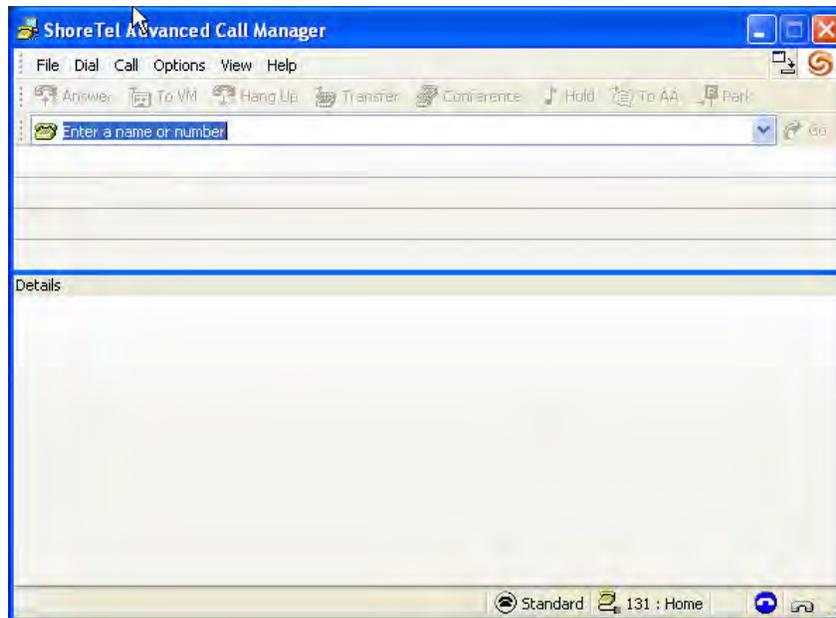


With voicemail integration, users can view and play their voicemails messages in their Inbox.

Desktop Call Management Application

Personal Call Manager provides a complete set of enterprise-class desktop communications tools delivering improved productivity across a district, despite office size or location. It also integrates smoothly with enterprise applications, including e-mail and directory services. Key features:

- Point-and-click call management with flexible screen modes
- Personalized call handling and message notification



The dial-by-name directory enables you to type in a person's name and have their contact information displayed. Simply click on the entry to initiate a call.

- On-screen voice messaging and full integration with Microsoft Outlook e-mail
- Quick lookup and dialing from system directory and Microsoft Outlook contacts
- Real-time queue and agent status for workgroup agents and supervisors
- Real-time user status for operators and executive assistants
- Call history log allows users to view in-bound and outbound call information. A double click on any record provides immediate redial with the benefits of caller ID.
- Speed dialing
- Windows-based PCs only

The screenshot shows a window titled "ShoreTel History Viewer" with a menu bar containing "File", "Call Log", and "Help". The main area displays a table of call history entries. The table has four columns: "From/To", "Name", "Number", and "Start Time". The entries include various call types such as "To:", "From:", "Miss...", and "VM-Forward" with associated phone numbers and timestamps from September 23, 2005.

From/To	Name	Number	Start Time
To:		(512) 659-8590	23-Sep-05 01:04 PM Central Dayligh...
From:	VM-Login	406	23-Sep-05 01:03 PM Central Dayligh...
Miss...	HOFFART DENNIS	(916) 482-4616	23-Sep-05 12:10 PM Central Dayligh...
From:	SILICON SOFTWARE	(512) 732-2819	23-Sep-05 11:09 AM Central Dayligh...
From:	WIRELESS CALLER	(512) 632-1986	23-Sep-05 10:55 AM Central Dayligh...
To:		(512) 632-1986	23-Sep-05 10:37 AM Central Dayligh...
To:		(512) 478-6948	23-Sep-05 10:36 AM Central Dayligh...
To:	VM-Forward	405	23-Sep-05 10:12 AM Central Dayligh...
To:		(630) 466-3799	23-Sep-05 10:11 AM Central Dayligh...
From:	VM-Login	406	23-Sep-05 10:10 AM Central Dayligh...
From:	EMPLOYEE INC	(512) 924-9457	23-Sep-05 10:03 AM Central Dayligh...
Miss...	WHITE JOHN PUB	(630) 466-3799	23-Sep-05 09:59 AM Central Dayligh...
To:		(512) 302-4664	23-Sep-05 09:54 AM Central Dayligh...

The call history viewer enables you to see received and initiated calls. Simply double click on an entry to initiate a call.

Mobility & Follow Me Find Me

Mobility: With VoIP teachers can “log onto” their phone in any classroom, enabling them to receive calls as though they were sitting at their desk. Because IP phones are can be plugged into any Ethernet voice port, moving phones does not require a wiring or configuration change.

Follow Me Find Me: The powerful Follow Me Find Me feature is integrated into the Personal Call Manager. It allows calling parties the option of finding you on your cell phone or other specified number. You can specify up to two numbers before the system transfers the call to voicemail. All voicemail messages are left on the voicemail system and not on your cell phone voicemail system.

Configure Find Me

Configure Find Me numbers

Find Me call handling lets callers that reach your voicemail try to find you at alternate numbers by pressing "1" during your greeting.

Find Me call handling will not be presented as an option to inbound callers by the system, rather you may choose to tell callers of this option as part of your recorded greeting.

First Number: (512) 555-1234

Number of Rings: 4

Second Number:

Number of Rings:

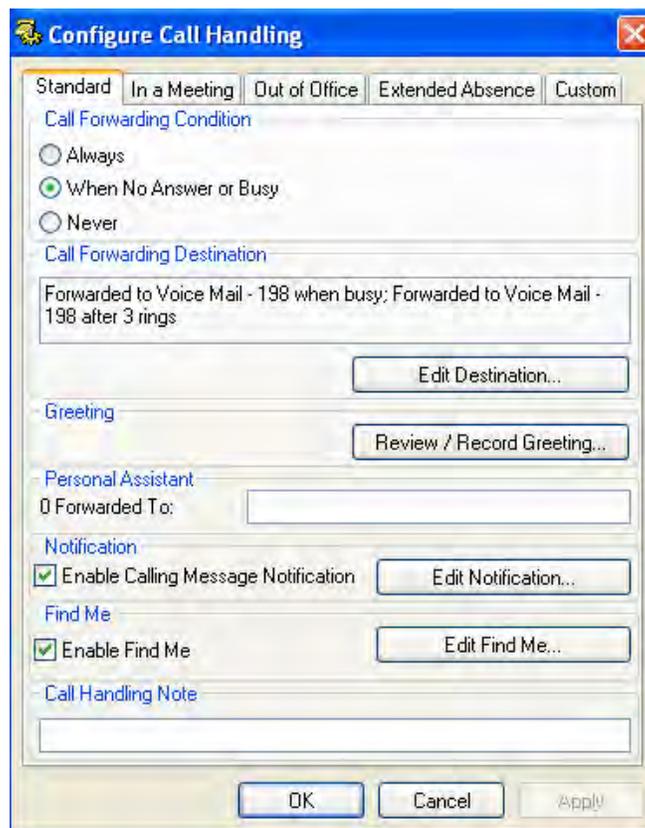
Send Incoming Caller ID

OK Cancel

Find Me allows calling parties the option of finding you on your cell phone or an alternate number.

Call Handling Modes

With a wide array of call forwarding and personal greeting modes, a district can present a highly professional image. Users can easily program customized responses to meet their individual needs. With just a mouse click they select from an array of call handling options to manage incoming calls when in a meeting, working from home or out of town. Users can customize their greetings, forward calls to another number, specify how quickly voice mail picks up a call and be notified when a voice mail message is received.



Call handling modes enable you to specify your greeting to reflect your work status - in a meeting, out of the office, on an extended absence. You may also customize a greeting.

Global Schedule based call handling

For districts that don't want phones ringing while class is in session, Trillion's service includes a global call answer feature. This enables districts to automatically send teacher's phone calls to a central operator or to voicemail during specified times.

Message Notification

Using the message notification feature, users can be notified via email, cell phone or pager when a voicemail message has arrived without having to call in constantly to check if new messages have arrived.

Configure Message Notification and Delivery

Email notification/delivery options

Notification/Delivery Settings: Email copy of vmail

Mark VMail heard

Email address: Mark@twain.com

Telephone notification options

Notify me upon receipt of: Any message

At the following number: Mark Twain : Cell - (512) 555-1234

This number is a pager

PIN or User ID:

Numerical Message:

Try 1 time(s)

Try every 1 minute(s)

OK Cancel

Message notification allows you to be notified when a voicemail message comes in.

Automated Attendant

The Auto-Attendant service provides 24-hour automated call answering and routing to improve service and enhance a district's image for inbound callers. Outgoing prompts can be customized and linked to the time of day and/or day of week. Individual groups, like technical support and administration, can have their own menus with unique greetings and options.

End User Administration

The Administrator software is a powerful web-based tool that enables IT organizations to manage all sites, users, and applications as a single voice communications network.

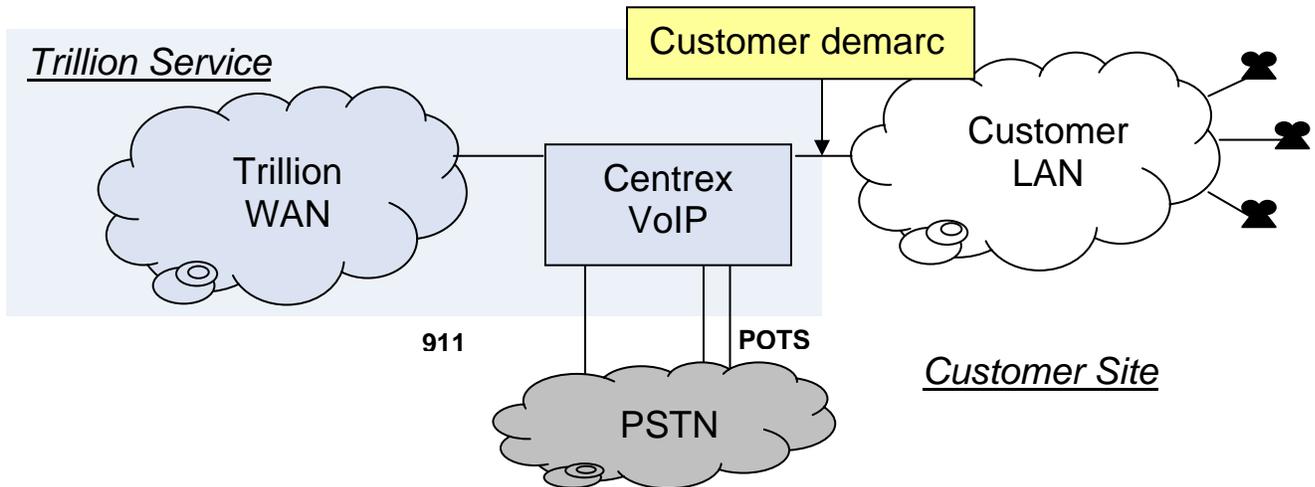
The simple, browser-based, point-and click interface makes it easy to make changes to users very quickly. On-line Help quickly guides the administrator through system installation and configurations using an easy point-and-click interface.

The Administrator software offers a new paradigm in voice system administration, eliminating the need for multiple management consoles and enabling a single IT administrator to easily manage voice communications for the entire network from a single location anywhere in the enterprise.

The screenshot displays the ShoreTel ShoreWare Director web interface. On the left is a navigation tree with categories: Administration (Users, Trunks, IP Phones, Switches, Call Control, Voice Mail, Auto-Attendant Menu, Workgroups, Schedules, System Directory, Application Servers, Conference Bridges, Sites, System Parameters, Preferences), Maintenance (Quick Look, Switch Connectivity, Conference Ports, Event Log, Services, Event Filters), and Documentation (Administration Guide, Planning and Installation Guide, Telephone User Interface, Server, Client). The main content area is titled 'Users' and 'Edit User'. It features buttons for 'New', 'Copy', 'Save', 'Delete', and 'Reset'. Below these are tabs for 'General', 'Personal Options', 'Distribution Lists', and 'Workgroups'. The 'General' tab is active, showing fields for: First Name (John), Last Name (Smith), Number (2010), DID (+1336555 2010), PSTN Failover (DID), Site (Greensboro), Home Port (Ports: 650-SG24-01-6), Current Port (650-SG24-01-6), Mailbox on Server (Headquarters), and various checkboxes for 'Accept Broadcast Messages', 'Include in System Dial By Name Directory', 'Make Number Private', 'Enable FAX Redirection', and 'Allow Use of Soft Phone'. At the bottom, there are fields for Jack #, User Group (Executives), Client Type (Personal), Client User ID (JohnSmith), and Client Password.

Trillion Service

This diagram illustrates the high-level architecture and demarc of the Trillion Centrex VoIP Service.



Trillion's service provides an Ethernet handoff to the Customer.

Dial Tone Availability

Trillion will provide the configuration, installation and support required to provide dial tone on the customer's network to a demarc location within the schools MDF/IDF closet. The demarc is an Ethernet connection.

The customer is responsible for the LAN and therefore responsible for the cabling and IP traffic carrying voice traffic from the Trillion demarc location to the phone. Prior to implementation, Trillion will test the LAN and make recommendations if the LAN is not ready to support voice

- *Intra-district Calls:* Intra-district calls (between district sites) travel across the Trillion WAN.
- *Inter-district Calls:* Inter-district calls (calls outside of the district) can either travel across the WAN and out one or more centralized PRIs or out POTS lines at each site.
-

911 Service

All 911 calls travel out a dedicated POTS line at each site. All users can dial 911 from their phone as long as the phone has power to it. In the event of a power loss, a designated phone, connected to the PSTN, can be used for calling 911.

Quality of Service

Quality of Service is dependent on the quality of the WAN, LAN and cabling infrastructure. Trillion will monitor the voice switch infrastructure that carries voice traffic to identify quality of service issues. Trillion monitors voice traffic between the Trillion provided equipment at each site over the WAN. Customers utilizing Trillion WAN services will benefit from the converged ready network capable of ensuring excellent voice quality. The customer will be responsible for resolving issues on local LAN (per E-Rate) or WAN infrastructure not owned and managed by Trillion.

PSTN connectivity supporting PRI's, T1's and or analog lines

Trillion will monitor connections to the PSTN and work with you to resolve issues with the carrier.

Reliability

Maintaining dial tone during WAN outages, failure of the system servers or power outages:

The Trillion voice system architecture is designed and implemented with School Districts in mind. The unique distributed model has multiple built-in redundancies to safeguard voice communications. Even in the event of a power failure, the system provides automatic fail over to the PSTN for continuous dial tone availability to dedicated phones.

The following is a list of potential emergency and disaster conditions that could occur and how the system would handle them.

WAN Failure: The service distributes the voice intelligence throughout the network. All voice modules are capable of supporting their local users regardless of the WAN. All sites would run independently. The system is designed to leverage the WAN when it's available – no dependencies. Calls would travel out the POTS connections (note the dedicated 911 connection would not be used for regular calls).

Voice Mail & Call Handling server failure: Dial tone and call routing runs from the IP voice switches. The server supports voice mail and administration. Core telephony continues regardless of server status. Unlike other systems that require the handset to be rebooted, Trillion's service allows all phones to continue seamless operation with no reboot required.

Complete Power failure: If the phones are attached to POE Switches with a UPS, then they will continue to work. If not, each switch has built-in bypass that will connect one user per switch to one analog trunk.

Implementation Overview

Project Management

Trillion utilizes a central Program Manager that is responsible for the engagement team necessary to deploy the contracted services. A Web-accessible project portal site is accessible by the Customer during deployment for status updates and alerts on any changes to the deployment schedule.

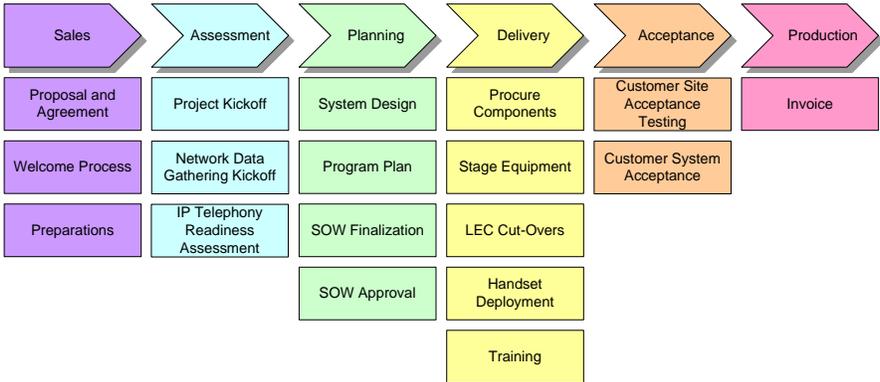


Typical Customer Responsibilities

- ▲ Customer Provides:
 - Project Sponsor
 - Technical Contact
 - Facilities Contact
- ▲ Contact and Sponsor Roles:
 - Make key decisions on system design
 - Assist with Readiness Assessment and Data Gathering Packet necessary for implementation
 - Provide handoff point from the local LAN to the Trillion service provided
 - Work with Trillion on final site acceptance

Project Implementation Approach

Trillion takes a phased approach to voice implementation.



Adherence to these phases allows for a thorough and timely completion of the project. Conclusion of each phase is marked by accomplishment of a particular milestone, after which the project can proceed to the next phase.

Each project will have a detailed Statement of Work (SoW) associated with it that will be agreed upon by Trillion and the Customer.

Following is a description of the activities for each phase of the WAN installation.

Phase I: Assessment

Trillion's Telephony Services Assessment phase is vital to the successful deployment and activation of your new managed Telephony services. The primary activities of the assessment phase are the Project Kick-off Conference Call and Data Gathering. The purpose of this phase is to gather "detailed" information about current voice and data network configurations and desired / needed changes as they relate to the deployment and activation of your new voice services.

The following table outlines key activities of the assessment phase.

Activity	Description
Project Kick-Off Conference Call	Review of Project, Key Contacts, Roles and Responsibilities, and Desired Timeline
Establish Preliminary Timeline	Consider necessary intervals for various time-sensitive orders and tasks
Data Gathering	Compile thorough information about existing phone system and desired Trillion implementation
Telephony Readiness Assessment	Perform testing of the network infrastructure's ability to handle IP Telephony

Phase II: Planning

Using the information obtained during the Data Gathering phase, a detailed plan is developed in preparation for Service Delivery. This information is incorporated into the SoW and a complete snapshot of the system configuration is created.

The primary activity of the planning phase is creating a complete design of the system and updating the Statement of Work. This document outlines all the installation and configuration tasks that will be performed during service delivery. Once all parties have agreed to the terms of the Statement of Work, the document is signed and Service Delivery can commence per the associated timeline.

The planning phase also involves making any changes to the network as recommended by the IP Telephony Readiness Assessment. In some cases, network infrastructure components will need to be upgraded or replaced.

The following table summarizes key activities of the planning phase:

Activity	Description
Address Assessment Recommendations	Perform recommended changes to network components
System Design	Using information from Data Gathering, determine and document details about the system's configuration
Update Statement of Work	Apply the design to the Statement of Work for all parties to review
Project Review	Review configuration, project roles, responsibilities, and updated timeline
Schedule Resources	Using the updated timeline information, schedule resources to begin Service Delivery

Phase III: Service Delivery

The Service Delivery phase implements the Statement of Work. The following key activities are involved:

Activity	Description
Project Review	Review key roles/responsibilities, update timeline, schedule resources
LEC Cut-Over Orders	Order and schedule all Telco-related orders and changes (i.e. analog trunk lines, circuit installs, phone number migrations, etc.)
Equipment Staging	Configure all phone system equipment per SOW specifications
Site Deployment	Install equipment in the proper location and initiate functionality
Training	Determine training method and content; schedule training sessions for end users and system administrators
Site Cut-Over	Move users over to the newly configured system
System Testing	Verify SOW compliance and test all system components

Phase IV: Acceptance

Upon completion of primary installation tasks, Trillion will begin acceptance testing. Each component's test will be performed and documented by a project team member.

Once the system has been completed according to the SoW, both the Project Sponsor and the Executive Sponsor will execute a Letter of Acceptance, indicating that all work has been satisfactorily completed. At that time, all project-related activities will cease, and communications will be established through the Trillion Network Operations Center for problem resolution or the Regional Sales Manager for account management.

Centrex Voice Customer & Trillion Responsibilities

Subject	Customer Responsibilities	Trillion Responsibilities
Training	<p>The customer is required to have onsite training for system administrators and key end users.</p> <p>After the initial installation, the customer is responsible for providing end user training.</p>	<ul style="list-style-type: none"> - One-time onsite end user training during implementation. - One-time Train-the-trainer for system administrator for up to 8 system administrators. - Online self-paced web-based end user training is available - Additional end user and system administrator training can be purchased at an additional cost
End-user help desk support:	Providing end user help desk support including phone and voicemail usage.	Trillion will act as "Level 2 and Level 3" support for the customer's technical staff.
End user provisioning	End-user provisioning and administration including adding end users to the system, deleting end users from the system and changing end user profiles.	<ul style="list-style-type: none"> - Trillion will act as "Level 2 and Level 3" support for the customer's technical staff. - Trillion is responsible for dial plan design changes
Analog Trunk Circuits/PRI's	Provide PRI, analog trunk, T1 and/or additional circuits as required by customer.	Connect and monitor the circuit.
911	Providing an analog trunk circuit to each location where Trillion services are rendered in order to provide a dedicated 911 circuit in the event of a wide area network outage. Customer is required to maintain 911 database with the local PSAP.	Connect and monitor the circuit.
Phone & Desktop Software	<ul style="list-style-type: none"> - Deploy handsets - Install Personal Call Manager (Supported on Windows 2000, XP) 	- Provide initial configuration and scripts

Subject	Customer Responsibilities	Trillion Responsibilities
Customer LAN	<ul style="list-style-type: none"> ▪ A voice assessment must be completed for each location in which voice services will be deployed. ▪ The customer must make the recommended changes to the LAN necessary to accommodate voice traffic for IP based handsets. ▪ Customer must monitor and maintain their local LAN network infrastructure to provide consistent performance in the following areas to ensure voice quality: <ul style="list-style-type: none"> – Latency less than 30 milliseconds – Packet loss less than 1% – QoS capabilities on all LAN switches transporting voice traffic ▪ It is highly recommended that a network management solution capable of historical trending and analysis is utilized for local LAN equipment. ▪ The customer will be charged for onsite service and consulting resulting in voice quality issues caused by customer's LAN degradation, defective customer hardware or cable plant. 	Conduct Readiness Assessment and provide recommendations if LAN not ready to support VoIP.
Backups		Backup Shoreware database. Does not include Voicemail or call logs.
Additional Items	<ul style="list-style-type: none"> ▪ Responsible for all other network components not specifically addressed in this proposal. ▪ Internal cabling and power 	

ShorePhone™ Telephones



Powerful communications tools deliver
leading edge telephony to enterprise workers.



Intelligent
communication
designs. ShoreTel
phones accelerate the
flow of information
across the enterprise.

- Advanced industrial design and user interface for effortless business communications
- Immediate gains in workforce productivity
- Dramatic reduction in costs associated with installation, training, and support
- A wide range of phones to fit enterprise requirements

IP 560g
IP 560
IP 230
IP 212k
IP 110
BB 24
AP 100
SoftPhone

Ergonomic design for effortless communication

ShorePhone IP telephones are designed to please the eye as well as the ear. The concave sweep of the face places the keys on a horizontal plane while keeping the display vertically aligned for easy viewing. A bright, backlit display (IP 560) is easy to read, and the message-waiting light is visible from a full 360° viewing angle. Color-lit line buttons provide immediate, at-a-glance information about incoming calls and messages. And all phones are available in silver or black to match your office style.

Designed to conform to the human body, the IP telephone encourages interaction. Tactile keys are comfortable to the touch and reduce strain on the fingers and wrists. The precision balanced, contoured handset includes a cushioned grip and finger notch that makes it comfortable to hold or rest on the shoulder.

ShorePhone IP telephones offer a wideband audio codec that supports seven full octaves of human sound — far superior to the three-octave capability of other vendors' phones. High-fidelity, full-duplex speakerphones deliver audio with astonishing clarity — adding immediacy and depth to handsfree conversation.

Engines of productivity

ShorePhone telephones drive major productivity gains. Rich feature sets and a transparent interface simplify all telephony tasks including call transfer, conferencing, call pick-up, call parking, and intercom — even across a multiple-site enterprise. And telephony power doesn't end at the cubicle wall; workers can use ShoreTel Office Anywhere to assign their extension to any phone including a cell phone or home phone.

Automatically populated with system directories, your IP telephones provide instant connectivity through smart directory dialing. Thus, you can instantly locate and call another user by entering the first few characters of a name on the key pad. Users connect with coworkers more quickly and get their work done in less time.

ShorePhone telephones can also provide presence information about the people you are trying to call — your IP phone can tell you if a user is idle, busy, or in Do-Not-Disturb (DND) mode.

Flexibility drives cost savings

All ShorePhone IP phones support plug-and-play installation — reducing time-to-deploy and easing administrator workload. As you connect new telephones to the network, ShoreWare™ Director automatically discovers the new devices and adds them to the ShoreTel system, where you can manage them as nodes on your enterprise network.

Pre-configured keys and self-labeling buttons eliminate the ponderous labeling of key caps. As new software releases or versions become available, an administrator can automatically update all your IP phones via network downloads, further reducing administration costs.

Key Products

ShorePhone IP Telephones

The single line IP 110 is a cost-effective telephone ideal for open areas including lobbies, classrooms and dorm rooms. The IP 110 has six feature keys for common operations, a one line display for caller ID, date and time, as well as a speaker for one-way intercom. Like all ShorePhone telephones, the IP 110 features an integrated Ethernet switch allowing a network drop to be shared with a desktop PC.

The IP 212k is a perfect match for users with shared call handling responsibility in key system environments like retail stores, branch offices and small offices. The IP 212k has twelve line appearances, eight feature keys, two soft keys, a high contrast display, a full duplex speakerphone delivering headset-level audio performance and an integrated headset jack.

Ideal for the knowledge worker who relies on telephone communications, the IP 230 delivers a wealth of features including three line appearances, eight function keys, four soft keys, a high contrast display, a full duplex speakerphone and a headset jack.

The phone of choice for telephony-intensive professionals and executive assistants, the IP 560 has six line appearances, four soft keys, a full duplex speakerphone, a large backlit display and a headset jack. The unique aluminum top cover is both pleasing to the eye as well as cool to the touch. The IP 560g is functionally equivalent but includes a 10/100/1000 Ethernet switch for users with Gigabit speed requirements to the desktop like designers, architects and media creators.

The ShorePhone BB 24 programmable button box provides operators and assistants with at a glance presence information and fast, one button feature access. The 24 buttons can be customized to suit the needs of different users, and self-labeling keys eliminates paper labels — saving time as well as ensuring accuracy of configuration. The only IP-based device on the market, the BB 24 includes an Ethernet switch and provides PoE power forwarding for one downstream device. Up to four devices can be associated with an IP 560/230/212k — double most competitors.

The ShoreTel IP telephones support multiple languages including English (US), French (France), German (Germany) and Spanish (Spain).

ShorePhone Analog Telephone

The AP 100 combines the familiarity of an analog phone with the advanced capabilities of the ShoreTel phone system.

ShorePhone SoftPhone

A flexible choice for mobile workers, SoftPhone extends the capabilities of your desktop extension to your computer — even over wireless networks. Mobile workers can enjoy transparent access to enterprise telephony features while on the road.

Support Services

Support Services and Customer Web Portal

Trillion Support Services provides 24x7x365 remote monitoring and support for our network infrastructure solutions. Trillion Support Services are delivered via our Network Operations Center (NOC) located in Austin, Texas.

As part of our customer support, Trillion includes support services and Trillion's customer Web portal with all Trillion Education Network Services. Around the clock, customers can check network status, monitor the performance of their network, view case information in real time, and more. We continually monitor the health and availability of the network. If a problem occurs, Trillion experts will drive the problem to resolution, minimizing impact on the environment.

Support Service Benefits

- ▲ Ranked in the top 10% of all business to business service providers across the nation as rated by a leading independent customer satisfaction research firm
- ▲ Nationwide field service and spare parts depots
- ▲ World class Network Operation Center
- ▲ Trillion Customer Connect Portal providing complete visibility into your service performance

Communicating with Trillion

Trillion provides support access for authorized technical support users identified by the Customer. Training is provided and required for each authorized technical contact that submits support issues on behalf of the Customer. Trillion offers two methods to communicate with our Network Operations Center.

- ▲ **Phone Support:** The NOC is the Customer's single point of contact for reporting issues and making service requests. Customers reporting issues or requesting changes can either contact the NOC directly by phone or enter requests via the Customer Web Portal.
 - NOC phone hours for service *outage* issues are 24x7x365.
- ▲ **Customer Web Portal:** Trillion provides every customer with the ability to submit trouble cases and service requests through a secure Trillion Web portal. Customers can view real-time and historical case information, live status of their network, real-time and historical network performance reports and Trillion NOC contact information. Customers can open a case on the portal 24x7.
- ▲ **24x7 Monitoring**

Around-the-clock, Trillion network engineers monitor system availability and other performance metrics to ensure that the network is available and performing. Trillion utilizes enterprise network management software from the Nimsoft Corporation to monitor health and availability of the network and integrated services. For large districts, distributed monitoring servers can be located within the district's network. Utilizing a secure VPN connection, data is then transferred to the Trillion Data Center in Austin, Texas, where a team of network engineers work to proactively resolve issues as they arise. Data can also be collected for real-time and historical performance reporting.

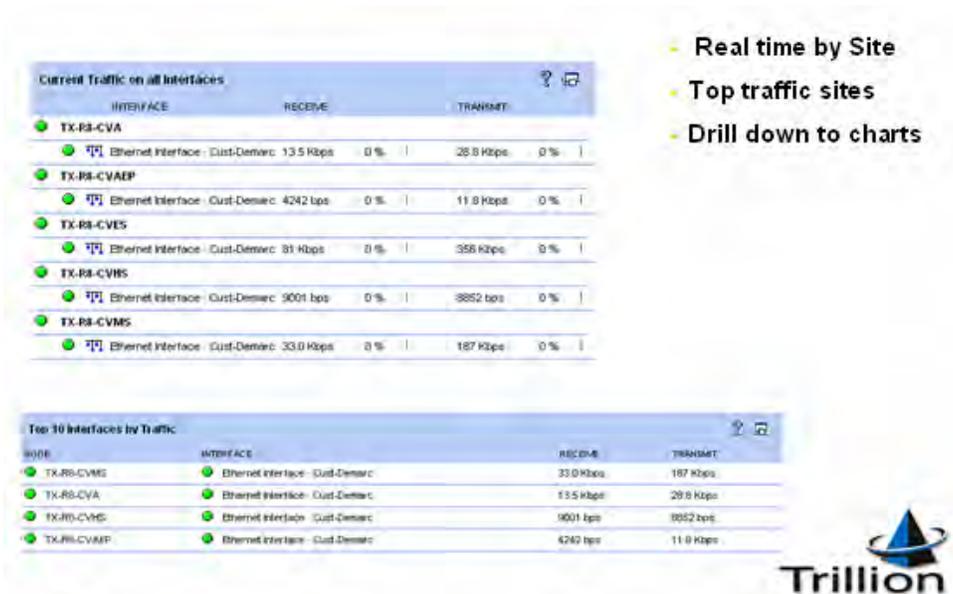
Customer Connect Web Portal

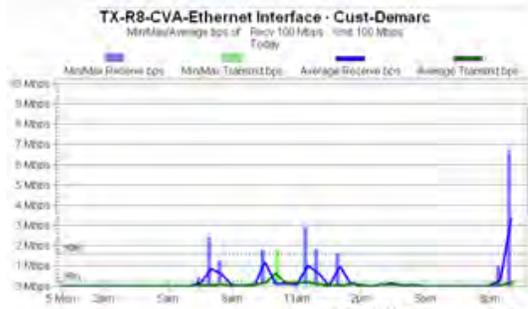
The Trillion Web Portal allows customers to interact with the NOC electronically and monitor status of their network 24x7. The portal offers the following:

- ▲ Graphical availability status of the network
- ▲ Real-time and historical case information
- ▲ Real-time and historical bandwidth utilization graphs
- ▲ Trillion support contact information
- ▲ Customer interface to open a service case
- ▲ Project status information
- ▲ Alerts in the event of update on a service case and or any maintenance event that has been scheduled

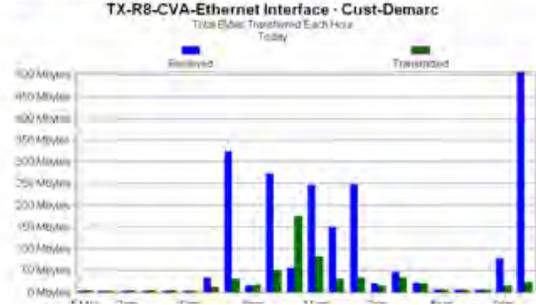
Real-time Performance Reporting

The Customer can view throughput traffic metrics on each WAN site interface. Real-time and historical statistics are available showing performance over the previous hour, day, week, month, and year.

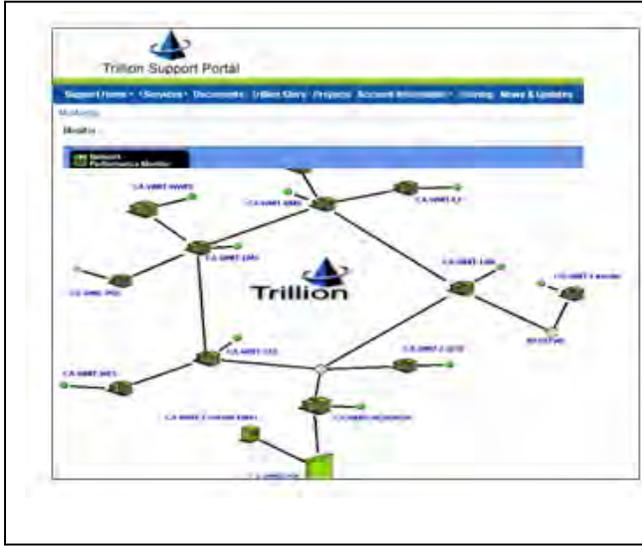




- View by day, week, month
- Export to Excel
- Total BW and Throughput measured

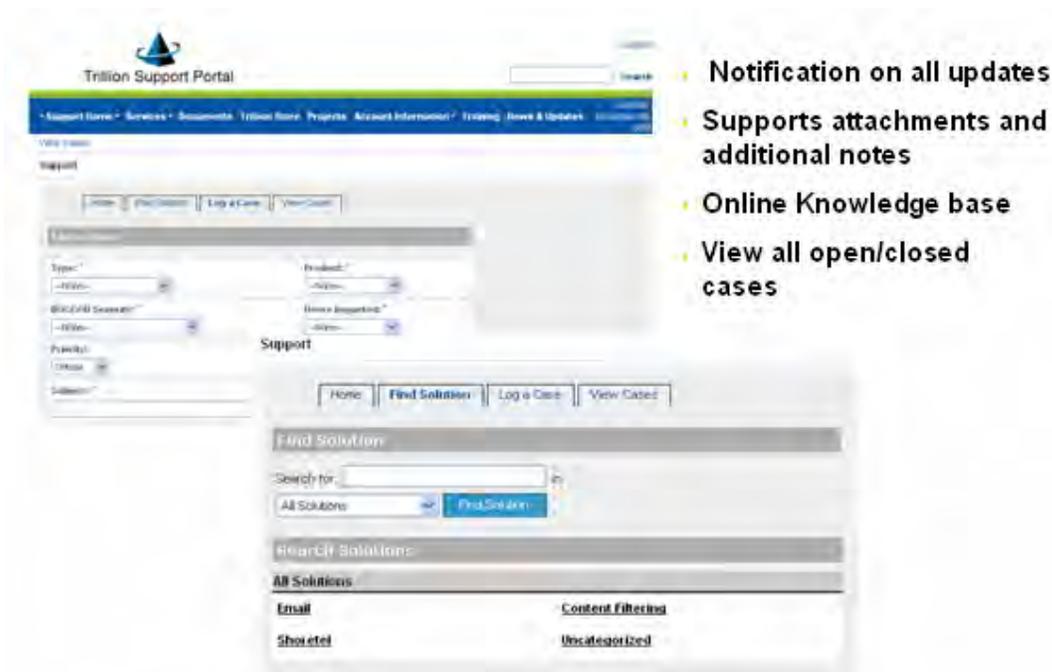


Customer Visibility through the Trillion Customer Connect Portal



- Real-time status of WAN service links
- Pager/Email notifications on service disruptions
- See your Internal LAN connection status
- Green/Yellow/Red status change

Support Requests: Customers can submit service requests (log a case) and track their status online via the Trillion Web portal.



Case Management

When an issue occurs, a Trillion expert immediately notifies the Customer, opens a case and starts the troubleshooting process. All issues are categorized and prioritized based on the system impact. The engineering team leverages the Trillion NOC knowledge base and repeatable processes during trouble resolution to streamline the trouble isolation process and speed time to resolution.

Trillion categorizes cases as:

Severity Level	Priority Level*	Examples
SEVERITY 1	Critical	Complete Trillion service outage to all users such as WAN, voice, etc.
SEVERITY 2	Urgent	Partial network outage or degraded service affecting one or more sites
SEVERITY 3	Important	Support request, information request, change request
<p>* Priority levels auto-escalate based on time unresolved.</p> <p>The Customer can change the Priority Level at any time.</p>		

Each case will be resolved either remotely, by appropriate vendor dispatch or by Trillion dispatches.

Onsite Dispatch: Trillion provides onsite service when necessary, utilizing certified partners and/or Trillion technicians. Once need has been determined, technicians are dispatched by the NOC to repair any problems that cannot be resolved remotely. Trillion's techs are normally dispatched in under one hour once the issue has been identified as requiring onsite service for repair.

Escalation Procedures: Each case follows an automatic escalation process to ensure that all cases are resolved in a timely manner.

The Customer can escalate a case at any time.

- ▲ For a SEVERITY 1 incident, the NOC will immediately notify the Trillion Engineering Manager and the NOC Director. The VP of Operations will be notified after one hour. Customers will be sent updates via the Web portal every 30 minutes.
- ▲ For a SEVERITY 2 incident, if an incident has not been resolved, the NOC will escalate to the NOC Engineering Manager after one hour, the NOC director after four hours, and the VP of Operations after eight hours. Customers will be sent updates via the Web portal every hour.
- ▲ For a SEVERITY 3 incident, if an incident has not been resolved, the NOC will escalate to the NOC Engineering Manager after eight hours and the NOC director after 24 hours. Customers will be sent updates via the Web portal every 24 hours.

The table below summarizes the Escalation schedule.

Escalation Table			
Escalation Path	Severity Level & Escalation		
	SEVERITY 1	SEVERITY 2	SEVERITY 3
NOC Engineering Manager	Immediately	After 1 Hour	After 8 hours
NOC Director	Immediately	After 4 Hours	
VP of Operations	After 1 hour	After 8 Hours	
Customer Updates	Every 30 minutes	Hourly	Every 24 hours

Case Resolution

Once the incident has been resolved, the NOC engineer will verify with the Customer that there are no outstanding issues before closing the case. Customers will be sent a written report for all SEVERITY 1 events. Once any incident is closed, an e-mail is sent to the submitter with a close summary and root cause. The Customer can reopen the case if the incident was not correctly resolved.

Problem Management

It is important to learn the unknown underlying cause of one or more incidents. The goal of Problem Management is to identify the underlying cause of cases in order to resolve issues and prevent subsequent cases. Problem Management minimizes the adverse effect of issues and problems on the business caused by errors in the infrastructure.

Trillion resolves underlying problems on the network to ensure system availability and also proactively recommends software and hardware updates based on manufacturer defect lists.

Configuration Management

The purpose of Configuration Management is to ensure that only authorized hardware and software is in use in the managed environment by identifying, controlling, maintaining, and verifying the versions of all Configuration Items under support.

Trillion utilizes enterprise configuration management tools that poll every device several times a day, storing all configuration files in a data repository. In the event a device configuration has been changed, the file is compared against the previous configuration and an alert is sent to the Network Engineers for review and approval. This helps to resolve outages caused by incorrectly configured devices and provides a way to track changes to the Customer's network.

Trillion:

- ▲ Maintains a record of the last three configurations and versions for each managed device.
- ▲ Backs up all managed device configurations remotely on a daily basis if remote backup capability is available.
- ▲ Helps customers set up configuration backup procedures for those Managed Devices that cannot be backed up remotely.
- ▲ Follows the Change Management process to implement configuration changes.

Change Management

A change is the addition, modification, move or removal of Trillion-supported hardware or software. The goal of Change Management is to make sure that standardized methods and procedure are used to carry out changes economically and in a timely manner with minimal risk to the organization. A change could be recommended by Trillion to resolve or prevent an issue or it could be requested by a customer.

Requesting a Change: Customers can request a change by opening a case on the Web Portal or by calling the NOC directly. Changes and service requests should be submitted between 7 am and 7 pm CENTRAL TIME. Before implementing a change, Trillion will assess the ramifications of the change and coordinate the change with the Customer. Once the change has been executed, Trillion will monitor the change's success before closing the case. Change Cases are viewable via the Web Portal.

Preventative Maintenance

Trillion works closely with radio and equipment manufacturers so that equipment is up-to-date with preventative maintenance. Trillion will work with the Customer to schedule any downtime needed so that equipment is up-to-date.

Service Level Management

Service Level Management involves the process of planning, agreeing, monitoring and reporting on service levels and the on going review of service achievements. The goal of Service Level Management is that the service levels agreed upon with the Customer are being met.

Trillion will track service levels for all cases and change requests to ensure that service level are being met. If a service level is at risk, the NOC will follow the escalation procedures outlined above.

Customer Responsibilities

Subject	Customer Responsibilities	Trillion Responsibilities
Contact Information	To provide one to four site contacts that will work with Trillion in the event of an outage or service request. The responsibilities of the site contact is to be the liaison between Trillion and the Customer, grant access to buildings, make scheduling decisions, etc.	To provide the Customer with access to the portal and NOC support venues.
Change Management	To notify Trillion about any change on the network infrastructure that could impact performance or availability. Ex: Deployment of a new application, movement of existing equipment, modifying configuration files of managed devices, etc.	To provide Change Management Procedures.
Local Configuration Backups	To back up managed devices that cannot be backed up remotely and ensuring that the backups occur successfully.	To work with the Customer to develop backup procedures for managed devices that cannot be backed up remotely.
Non-Managed Device Support	To support devices that are not Trillion devices	To support all Trillion devices.
End-User Help Desk Support	To provide end-user help desk support including phone and voice mail usage.	To act as "Level 2 and Level 3" support for the Customer's technical staff regarding Trillion network issues.
Additional Items	All other network components not specifically addressed in this proposal.	

Service Definitions

- ▲ ***Change:*** A change is the addition, modification, move, or removal of Trillion-supported hardware or software.
- ▲ ***Change Management:*** The goal of Change Management is to ensure that standardized methods and procedures are used to carry out changes in an economical and timely manner with minimal risk to the organization.
- ▲ ***Configuration Management:*** The purpose of Configuration Management is to ensure that only authorized hardware and software is in use in the managed environment by identifying, controlling, maintaining, and verifying the versions of all configuration items under management.
- ▲ ***Case:*** A case is any event that is not part of the standard operation of a service and that causes, or may cause, an interruption to or a reduction in the quality of that service.
- ▲ ***Case Management:*** The goal of Case Management is to restore normal service operation as quickly as possible with minimum disruption to the business, so that the best achievable levels of availability and service are maintained.
- ▲ ***Case Monitoring:*** Case monitoring is the use of network management tools to proactively “ping” and interrogate devices for status information in order to identify issues or developing issues occurring with the Customer’s managed solution.
- ▲ ***Managed Device:*** A managed device is any Trillion-owned device that is required for delivering a Trillion service.
- ▲ ***Monitored Device:*** A monitored device is any device that is monitored by the Trillion proactive monitoring solutions.
- ▲ ***NOC:*** Trillion’s Network Operations Center. The NOC is the primary interface with the Customer once a service has been implemented.
- ▲ ***Non-managed Device support:*** A non-managed device is any device not owned by Trillion. Customers are responsible for supporting devices that are not Trillion-serviced devices.
- ▲ ***Problem:*** A problem is the unknown underlying cause of one or more incidents.
- ▲ ***Problem Management:*** The goal of Problem Management is to identify the underlying cause of incidents in order to resolve issues and prevent subsequent incidents.
- ▲ ***Site Contact:*** The responsibilities of the site contact are to be the liaison between Trillion and the Customer, grant access to buildings, make scheduling decisions, etc.
- ▲ ***SLA :*** The Service Level Agreement is a part of the written agreement between Trillion and the Customer that defines the key service targets and responsibilities of both parties.
- ▲ ***Trillion Customer Connect:*** A Web portal designed to enable customers to watch Trillion manage their solution. The Customer can view case status, network availability, performance reports, contact information and more.



E-Rate Services Agreement

TRILLION PARTNERS, INC.
SERVICES AGREEMENT



This Services Agreement ("Agreement") is made by Trillion Partners, Inc. ("Trillion") and Customer effective on the Effective Date indicated below. In consideration of the mutual promises and covenants contained herein the receipt and sufficiency of which are acknowledged, the parties represent, warrant, covenant, and agree as follows:

1. DEFINITIONS.

- 1.1 "**Commencement Date**" means the date that Service commences as indicated in writing by the Acceptance Certificate, attached hereto as Exhibit A, signed by Customer and Trillion.
- 1.2 "**Common Carrier**" means an entity designated by the Universal Service Administrative Company as an "eligible telecommunications carrier," or "eligible telecommunications provider," or "ETP."
- 1.3 "**Customer Demarcation Point**" means the physical location at which Trillion terminates its equipment and makes the Services available for use by the Customer (also known as a "Demarc").
- 1.4 "**Effective Date**" means the date this Agreement becomes a binding and enforceable agreement as indicated below and which is acknowledged as such by Trillion and Customer by placing their signature on this Agreement.
- 1.5 "**Equipment**" means all of the hardware and software used by Trillion, in its sole discretion, to enable the provision of Services to Customer and communications services to third parties.
- 1.6 "**E-Rate Program**" means the Universal Service Fund for Schools and Libraries established by the Federal Communications Commission, and administered by the Schools and Libraries Division of the Universal Service Administrative Company, or any successor funding program ("Schools and Libraries Division").
- 1.7 "**Renewal Term**" means the period of time following the initial Term. This Agreement is extended automatically for one (1) year terms (each, a "Renewal Term") until terminated pursuant to Section 7.
- 1.8 "**Term**" means the period beginning on the date of acceptance as indicated in writing on the Certificate of Acceptance and continuing for a period of one (1) year, and shall automatically renew for one (1) year Renewal Terms, unless terminated pursuant to Section 7.
- 1.9 "**Service Location(s)**" means the location(s) specified in the Description of Services at which the Trillion service is delivered to a single Customer Demarcation Point for each listed site.
- 1.10 "**Services**" means Trillion's services described in the Description of Services.
- 1.11 "**Service Outage**" means loss of service other than any outage that: a) is not reported by Customer to Trillion within (5) days of the occurrence; b) is less than (15) minutes in duration; c) is attributable to Trillion's scheduled maintenance; d) is attributed to related third party circuits (whether ordered by Trillion or Customer); e) is a result of inability to access customer premise; f) is a result of Customer's equipment or users; or g) is due to Force Majeure (see Section 8 below) or by any other cause not within the control of Trillion
- 1.12 "**Site Access**" means 24 hour a day, 365 day a year access to Customer's premise provided to Trillion in order to restore service or perform preventative maintenance.
- 1.13 "**Total Service Charge – All Sites**" means the total service charge for all sites (sometimes referred to as the "pre-discount amount") listed in the Description of Services before any discounts are applied.

2. DESCRIPTION OF SERVICES.

- 2.1 **Provision of Services; License.** Trillion will provide the Services as described in the Description of Services. Customer grants to Trillion an exclusive, non-revocable license ("*License*") to use those parcels of real property at the Service Locations that Trillion deems necessary to install, operate and maintain certain poles and antennas thereon and to place certain buildings or enclosures thereon and such other equipment as Trillion determines may be necessary or compatible with the conduct of Trillion's business. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to Trillion under this License are continuous, ongoing, and irrevocable after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of the Services, for so long as Customer owns or leases such real property, but only to the extent permitted by law. Trillion is authorized to use the Equipment and real property for any activity in connection with the provision of other communications services as Trillion determines may be necessary or compatible with the conduct of Trillion's business. Trillion may make any substitutions to or modifications of the Equipment as it determines may be necessary or compatible with the conduct of Trillion's business. In addition, Customer grants to Trillion a non-exclusive right to install transmission cables and lines between the Equipment and between the Service Locations in connection with Trillion's use, maintenance, and operation of the Equipment.
- 2.2 **Installation.**
 - (a) **Installation of Equipment.** In the event any equipment (or any portion of the Equipment) is or becomes physically affixed or attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Equipment be deemed to be affixed to or a part of such real estate. Rather, the Equipment is and will remain Trillion's personal property. At the request of Trillion, Customer will furnish a landlord or mortgage waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located. As a common carrier, Trillion may utilize the Trillion owned equipment to serve other customers.
 - (b) **Use of Subcontractors.** Customer acknowledges that Trillion may provide the Services using subcontractors, and that Trillion reserves the right to substitute such subcontractors with others, in its own discretion, to maintain or enhance maintenance performance hereunder.

TRILLION PARTNERS, INC.
SERVICES AGREEMENT



3. CUSTOMER OBLIGATIONS.

- 3.1 **Troubleshooting & Repair.** Trillion typically validates network access from the building interface to the Main Distribution Frame ("MDF") within the building. The Customer is responsible for the Local Area Network ("LAN") connectivity, DHCP, internal DNS, and routing.
- (a) The Customer must provide local LAN IP routing and Ethernet for the service connection.
 - (b) The Customer is responsible for service and repair of all LAN equipment and district owned fiber that is being utilized for service. (e.g., each fiber, switch, hub, bridge, etc.) that connects to the Trillion network.
- 3.2 **Access to the Services.** Customer agrees to monitor the use of the Services to prevent inappropriate use as well as unauthorized access to offensive or restricted sites, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify Trillion of any unauthorized or inappropriate use of the Services, including the Equipment, breach of security, or other damage, loss or theft. For the Customer Demarcation Point, Trillion will provide a single device or fiber-based interface to make the connection to the Customer's equipment. Customer is responsible for all internal LAN routing.
- 3.3 **Lawful Use.** Customer agrees: (a) that Services may be used solely by those entities listed in the Description of Services as being eligible to participate with Customer in obtaining the Services; (b) not to provide the Services to non-eligible third parties whether by lease, rental, transfer, assignment, sale, sublicense, or any other means, including commercial time-sharing, rental, or service bureau use; (c) not to use the Services for any purpose that is unlawful, not contemplated or prohibited by this Agreement; and (d) to abide by all applicable local, state, and national laws and regulations, including but not limited to those related to the environment and the E-Rate Program.
- 3.4 **Acceptance and Invoicing.** Customer agrees to promptly sign the Certificate of Acceptance when Customer and Trillion determine that Trillion has completed its work. If Customer fails or refuses to timely sign and return such acceptance form, Trillion reserves the right to send written notification of the commencement of service and an invoice for Services, and, notwithstanding Section 1.1 above, such stated date of commencement of service shall become the Commencement Date. Customer agrees to pay invoices as of the Commencement Date. Initial invoices will be sent upon execution of such acceptance form or on the date such written notice from Trillion is sent, whichever is earlier.
- 3.5 **Alterations and Improvements.**
- (a) Customer will not make any alterations, additions, or improvements to the Equipment, or remove Equipment from a Service Location without Trillion's prior written consent. If Customer commits any act or omission, or plans to commit any act or omission, which may cause material harm to Trillion's network, Customer agrees to compensate Trillion for such harm. If Trillion determines such harm requires the moving of a tower, fiber line, or other Equipment, Customer will compensate Trillion for such harm by paying to Trillion the cost of such move upon written invoice from Trillion. Customer shall not be responsible for the cost of moving such Equipment if the Equipment must be moved solely due to reasons reasonably within Trillion's control.
 - (b) Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such locating, in addition to those listed in the Description of Services.

4. FEES AND PAYMENT TERMS.

4.1 Fee Payments.

- (a) **Non-Recurring Charge:** Upon execution of this Agreement, Trillion will invoice Customer a Non-Recurring Charge if specified in the Description of Services.
 - (b) **Service Fee:** Customer shall pay Trillion the Monthly Total Service Charge – All Sites – Before E-Rate listed in the Description of Services for a Quarterly period as invoiced by Trillion within thirty (30) days of the receipt of an invoice for such amount each year during the Term. Customer is permitted to apply to the E-Rate Program for reimbursement for such payments using the Billed Entity Applicant Reimbursement ("BEAR") form as promulgated by the Federal Communications Commission (also known as FCC Form 772). Trillion may assist Customer as requested and reasonably appropriate with the preparation and filing of Customer's application for reimbursement for such annual payment.
- 4.2 **Change Orders:** Customer will be responsible for the cost of moving a tower, site or Equipment if Trillion determines that such move is necessitated by the actions of Customer and result in additional charges to Trillion. A Trillion Change Order Form shall be properly completed by Customer and submitted to Trillion to modify, reduce, or increase the equipment or services to be provided. Such Change Order Form shall be deemed a part of this Agreement if signed by both parties. Unless specified in the Change Order Form, this Agreement shall continue in full force and effect in all respects.
- 4.3 **Payment Terms:** All fees due under this Agreement will be paid in U.S. dollars within thirty (30) days after the date of Trillion's invoice, by a check sent to Trillion. Any overdue payments will bear a late payment fee of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is lower, from the original payable date until paid. Work performed which is outside the scope of this agreement, or is the subject of a Change Order, will be billed at Trillion's cost with a standard 20% markup.
- 4.4 **Taxes.** Customer agrees to pay taxes of any kind, including sales, use, withholding, and other similar federal, state or local taxes (collectively referred to as "Taxes"), imposed on Customer in connection with the Services provided under this Agreement. Customer further agrees to keep the Equipment free and clear of all levies, liens, taxes and encumbrances. If Customer fails to pay any such Taxes or like charges when due, Trillion reserves the right to make such payments or like charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse Trillion for any amounts so paid. Applicable taxes, including sales taxes, if any, are the responsibility of the Customer.

TRILLION PARTNERS, INC.
SERVICES AGREEMENT



4.5 **Lawful Payments.** Notwithstanding any provision to the contrary contained in this Agreement, it is understood and agreed that the payments to be made in each fiscal year during the Term hereof are payable only out of current designated and lawfully appropriated funds of Customer for that fiscal year.

4.6 **Extensions and Upgrades.** The parties agree that extensions to the term of this Agreement are expressly authorized and shall not require a new bid. The parties agree that upgrades, improvements, additional sites, and enhancements to the Services are expressly authorized and any amendment hereto to effectuate such upgrades, improvements, additional sites, and enhancements shall not require a new bid as long as the amendment reasonably relates to the Services. Any amendment hereto shall be in writing signed by both parties following good faith negotiations.

5. WARRANTY.

5.1 By Trillion.

- (a) Trillion warrants that it will use commercially reasonable efforts to make the Services available to Customer in accordance with generally accepted standards in the unlicensed spectrum wireless industry. For additional information on this, please see attached Service Level Agreement. This warranty will apply solely to access to the Services, and will not apply to anything (1) caused by factors outside of Trillion's reasonable control; (2) that resulted from any action or inaction of Customer or any third party; (3) that resulted from scheduled maintenance or required repairs; or (4) that resulted from equipment, software or any item not provided by Trillion. All consequences for a breach of this warranty by Trillion are strictly limited to those defined in the attached Service Level Agreement.
- (b) **NO OTHER WARRANTY.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 5.1(a), TRILLION PROVIDES SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TRILLION DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TRILLION DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL CONSEQUENCES FOR A BREACH OF WARRANTY BY TRILLION ARE STRICTLY LIMITED TO THOSE DESCRIBED IN THE ATTACHED SERVICE LEVEL AGREEMENT.

5.2 By Customer.

- (a) Customer represents, covenants and warrants that (1) Customer is a fully constituted political subdivision, agency or public corporation of the state in which it is located; (2) the execution, delivery, and performance by Customer of this Agreement have been duly authorized by all necessary action on the part of Customer; (3) this Agreement has been executed on behalf of Customer by persons who constitute duly authorized officers thereof; (4) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (5) Customer has complied with all public bidding, notice and hearing requirements where necessary, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (6) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term. The officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Customer shall give Trillion immediate notice of Customer's intent to terminate this which shall be the end of the last of Customer's fiscal years for which appropriations for the payments were made; (7) Customer has obtained all services from its local exchange telephone service provider (other than Trillion) to ensure it has full access to 911 services; and (8) Customer will provide the required level of electricity to each facility provided by Trillion which requires electricity.
- (b) Customer shall not engage in any activity or construct any new structure, which may interfere mechanically, electrically, or operationally with the Equipment.
- (c) Because Trillion must obtain certain permits, licenses, or waivers to perform the Services and Customer would be the necessary applicant for such, Customer grants limited authority to Trillion to act as Customer's agent for the sole purpose of obtaining all permits and licenses, or waivers thereof, which are necessary for Trillion to perform under this Agreement. To the extent such grant of authority is invalid or inconsistent with applicable law, or to the extent Trillion is unable to obtain such permits, licenses, or waivers, Customer warrants that it has obtained or waived, or will obtain or waive in a timely manner, all permits, and licenses applicable to the Services. Customer expressly warrants that it will not directly or indirectly obstruct, hinder, or cause the delay, denial, or modification of any regulatory approval, license, or repeater site acquisition which Trillion determines is required for the Services so that the Services are, in Trillion's sole determination, incapable of being provided as agreed herein.
- (d) Customer shall promptly deliver to Trillion copies of any and all correspondence, notices, and forms received from Schools and Libraries Division that apply to Trillion's Services no later than three (3) days after Customer received such document.
- (e) Customer acknowledges that Trillion is not responsible for the satisfactory performance, or lack thereof, of any third party content filtering. Customer further acknowledges that it (and not Trillion) is responsible for establishing, implementing, and/or utilizing any and all practices and procedures, rules, and other methods necessary to prevent any (i) unauthorized use of the Equipment by any person, and (ii) any access by Customer (and its students, employees, agents and contractors) at the Service Locations or by means of the Equipment to web sites, web pages, emails, or email attachments that may be inappropriate.
- (f) Failure of Customer to meet a listed obligation in an agreed Statement of Work or adequately remove a listed condition precedent to Trillion's performance shall be considered a material breach of this Agreement and shall relieve Trillion of its

TRILLION PARTNERS, INC.
SERVICES AGREEMENT



obligations hereunder, but shall not relieve Customer of its obligation to timely pay upon invoice. Customer must provide a safe, secure, and adequately prepared area for Trillion's work, including but without limitation, staging, installation, and storage.

- (g) Customer shall promptly execute and return to Trillion all documents acceptable to Trillion including but without limitation, the following:
 - (i.) a certified Board Resolution authorizing the negotiation, execution and delivery of this Agreement;
 - (ii.) an Opinion of Customer's Counsel stating that: Customer is authorized and has power under State law to enter into this Agreement; that the authorization, approval and execution of this Agreement have been performed in accordance with all open meeting laws, public bidding and all other applicable State and Federal laws; and that the opinion may be relied upon by Trillion Partners, Inc. and its successors and assignees;
 - (iii.) a Certificate of Incumbency signed by the Clerk or Secretary of the Board certifying that the person signing this Agreement is a duly elected or appointed officer of the Customer;
 - (iv.) Prior three (3) audited financial statements.

6. LIMITATION OF LIABILITY AND REMEDY.

6.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRILLION'S LIABILITY TO CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO TRILLION FOR THE PARTICULAR SERVICE WHICH IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section 6.1 fully apply only to the extent permitted by law.

6.2 **Disclaimer of Actions Caused by or Under the Control of Third Parties.** Trillion does not and cannot control the flow of data to or from Customer's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Trillion agrees to use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events. However, Trillion cannot guarantee that such events will not occur or that Trillion will be able to remedy all of them. Accordingly, Trillion disclaims any and all liability resulting from or related to such events.

6.3 **INDEMNITY.** Each party agrees to hold the other, including its officers, directors, shareholders, representatives, affiliates, employees, and assignees free and harmless from, and fully and completely indemnify each of them from and against, any obligations, costs, claims, judgments, reasonable attorneys' fees, and attachments to the extent arising out of any action of the party or failure of the party to act under this Agreement, except to the extent arising from the negligent, reckless or willful misconduct of the other or its agents as determined by a court of competent jurisdiction.

6.4 **BINDING ARBITRATION.** All controversies, disputes, or claims between the parties or any of their respective officers, directors, agents, employees and attorneys, arising from or relating to this Agreement shall on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim, which is not submitted or filed in such proceeding, shall be barred. The arbitration proceedings shall be conducted in Austin, Texas and shall be conducted in accordance with the commercial arbitration rules of the AAA in effect on the date of this Agreement, except as modified by this Agreement. Three arbitrators shall be used. Each party shall have the right to select one arbitrator from a panel provided by the AAA and those two arbitrators will then select a third arbitrator, also from the AAA panel. The parties shall be entitled to limited discovery at the discretion of the arbitrators who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated, or class-wide basis. The arbitrators shall have the right to award the relief, which he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrators shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. The provisions of this Section 6.4 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

6.5 EACH OF THE PARTIES EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL OR COURT ACTION COMMENCED BY ANY OF THE PARTIES TO ENFORCE, COLLECT, DEFEND, ENJOIN, OR THAT OTHERWISE RELATES TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS HEREIN CONTEMPLATED OR DESCRIBED. LIKEWISE, EACH PARTY WAIVES ANY RIGHT TO HAVE A JURY TRIAL IN ANY SUCH LEGAL OR COURT ACTION FOR ANY DEFENSE, CLAIM OF SET-OFF, CLAIM OF RECOVERY, COUNTERCLAIM OR THIRD PARTY ACTION ASSERTED OR RAISED IN ANY SUCH LEGAL OR COURT ACTION. ANY LEGAL OR COURT ACTION RELATING TO THIS AGREEMENT OR THE TRANSACTIONS HEREIN CONTEMPLATED OR DESCRIBED SHALL BE TRIED EXCLUSIVELY BEFORE A COURT

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WITHOUT A JURY. CUSTOMER AND TRILLION SPECIFICALLY ACKNOWLEDGE THAT THEIR EXECUTION OF THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THEIR ENTERING INTO THIS AGREEMENT.

7. TERMINATION; RENEWAL.

7.1 Termination for Cause.

- (a) By Trillion. During the term of this agreement, if Customer fails to substantially comply with the terms of this Agreement, if the assumptions and contingencies stated herein are not met as determined by Trillion, Trillion may terminate this Agreement without liability to Customer by providing Customer with ninety (90) days prior written notice that describes the reason for termination. In the event that Trillion commences to cure and diligently pursues cure, any attempted termination by Customer shall be void and of no force and effect. Trillion may provide written notice of such cure efforts.
- (b) By Customer.
 - (i.) If Trillion fails to substantially provide the Services as warranted, Customer may terminate this Agreement without liability to Trillion for any future payments by providing Trillion with ninety (90) days prior written notice that describes the breach. In the event that Trillion commences to cure and diligently pursues cure, any attempted termination by Customer shall be void and of no force and effect. Trillion may provide written notice of such cure efforts.
 - (ii.) If the E-Rate Program is terminated in its entirety, Customer may either negotiate in good faith with Trillion to extend the term of the Agreement with appropriate terms, or Trillion may, in its sole discretion, authorize Customer in writing to terminate this Agreement effective at the end of the then current fiscal year.
 - (iii.) Trillion reserves the right to report any such early termination or default to all credit or bond rating entities, and pursue all rights and remedies at law or in equity. Such termination shall not affect or reduce the term of the License described in Section 2.1 of this Agreement.

7.2 Renewal; Effects of Termination.

- (a) Renewal. The Term of this Agreement is automatically extended on a month to month basis at Trillion's adjusted month to month pricing unless either party provides written notice of termination to the other party at least one hundred eighty (180) days prior to such termination, or Customer provides written notice of an automatic renewal pursuant to a Renewal Term.
- (b) Non-Appropriation; Duty to Present to Board. Notwithstanding any other provision of this Agreement, Customer agrees that it may not terminate this Agreement to the extent any funds are proposed in the budget of the Customer for the Services, for the fiscal period in which such termination occurs, or the next succeeding fiscal period thereafter. The officer of Customer who is responsible for financial matters of Customer shall include a request for appropriations to the governing body of Customer for full payment under this Agreement each year during the Term.
- (c) Common Carrier Rights Unaffected. Upon any termination, Trillion is expressly authorized to enter upon the premises of the Service Location where the Equipment is located, and take immediate possession of and remove such electronic Equipment. Alternatively, Trillion may, in its sole discretion, opt to leave the Equipment at the Service Location so that it may continue to provide services to others. In such event, Trillion is expressly permitted to continue to install and maintain the Equipment as set forth in Section 2.1. In such instance, Customer is obligated to provide ongoing power and access to facilities and Trillion agrees to pay the reasonable pro-rata share of Customer's actual power cost plus 20% on an annual arrears basis.

8. GENERAL PROVISIONS.

- 8.1 Governing Law and Jurisdiction. This Agreement will be exclusively governed and construed in accordance with the laws of the State in which Customer's main headquarters is located. The parties also agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.
- 8.2 Use of Customer's Name. Trillion may use Customer's name as a customer, including a general description of the services provided to Customer by Trillion, in its resumes, client lists, case studies, and in other promotional information including, but not limited to, press releases, brochures, reports, letters, white papers and electronic media such as e-mail or Web pages.
- 8.3 No Agency; Assignment. Except as expressly provided in Section 5.2(c) of this Agreement, nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture, or employment relationship between Customer and Trillion. Each party is an independent contractor for the other party. Customer may not assign or sublicense the rights granted under this Agreement. Trillion may assign and reassign in whole or in part, its rights, title and interests, but not its obligations, under this Agreement, including the right to receive Customer's payments hereunder, to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the Customer. Customer agrees to acknowledge any such assignment and to make all payments to the assignee designated in such assignment until such assignee shall advise Customer otherwise. Customer acknowledges that Trillion's assignee shall have the right to cure any Trillion default, and to otherwise provide the Services hereunder.
- 8.4 Force Majeure. A party is not liable for non-performance to the extent to which the non-performance is caused by an event that is not within the reasonable control of the affected party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo, and the party gives reasonably prompt notice to the other party and makes all reasonable efforts to perform. In no event will this provision affect Customer's obligation to make timely payments for Services rendered, whether used or not, under this Agreement.

8.5 **Assumptions and Contingencies.**

- (a) Trillion is relieved of its obligation to provide the Services if certain preconditions to installation which are outside the control of Trillion do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to Trillion, and the acquisition of any necessary repeater sites from third parties under terms and conditions acceptable to Trillion. If such preconditions do not occur, Trillion will either renegotiate with the Customer or offer to terminate this Agreement with no termination penalties for either party. Additional assumptions included in this subsection 8.5 (a) may be listed in the Description of Services.
- (b) Trillion's obligation to perform under this Agreement are based and contingent on, among other things, the engineering assumptions that:
- (i.) Trillion will be able to obtain the necessary permits, repeater sites required for line of site RF transmission and ground rights necessary to provide the proposed service.
 - (ii.) Customer will provide necessary ground rights at a location suitable for both customer and Trillion that provide proper line of site and serviceability of the equipment.
 - (iii.) The Customer will provide electricity to the specified location in an amount which Trillion indicates is necessary to deliver Trillion Service
 - (iv.) Trillion will be able to acquire the licensed frequencies required for any designated licensed spectrum necessary to deliver service.
 - (v.) The Customer will be providing all internal (local area network) layer 3 routing equipment, service, and support.
 - (vi.) To the extent line of site is required between two or more given sites, there is no obstruction between the sites which occurs after this Agreement is signed but before acceptance.
- (c) **Non-Public Works Projects Only:** Because the Customer has not declared this to be a "public works project," the prices listed do not include costs associated with paying prevailing wages. This is an agreement to allow Trillion to perform necessary work to provide its services only and is not an agreement for the construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work to any publicly owned, leased or operated plant, building, structure, ground facility, utility system, road, or other public improvement of any kind.

8.6 **Notices, Written Consents.** Except where provided otherwise, notices and written consents will be in writing and will be deemed to have been fully given and received (1) when delivered personally; (2) when sent by confirmed fax; (3) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (4) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt. Notices, written consents, and payments will be sent to the parties at the addresses set forth in the signature block below or such other address as either party may specify in writing to the other.

8.7 **Conflicting Terms; Survival.** If there is a conflict among the terms in this Agreement and any subsequent amendment, the terms of the subsequent amendment shall control. Customer's obligations under this Agreement, including without limitation the obligation to pay for Services, shall begin on the date the Customer executes an acceptance certificate applicable to the Services specified therein. The latest date of acceptance shall be the Commencement Date. The terms of any sections which by their nature are intended to extend beyond termination will survive termination of this Agreement for any reason.

8.8 **No Waiver; Severability; Section Headings.** The failure of a party to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The section headings in the Agreement and Summary section in the Description of Services are solely for the convenience of the parties and have no legal or contractual effect, except to the extent described in Section 1.8.

8.9 **Entire Agreement.** This Agreement, including the Exhibit(s), constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement does not affect, and is independent of, any previous agreement between the parties regarding the provision of services not contemplated in this Agreement. Any previous agreement between the parties shall continue in full force and effect, and shall be renewed on a month to month basis until the Commencement Date of this Agreement. No modification or waiver of any provision hereof will be effective unless made in writing and signed by both parties. Any attempted E-Rate SPIN change during the Term without the express prior written authorization of Trillion shall be void. No handwritten alterations to the printed text of this Agreement are valid, whether initialed or not. The parties acknowledge that this Agreement was entered into following good faith, arms-length negotiations. This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Faxed signatures will be relied upon as original signatures in all respects, however, Trillion requires Customer to sign and return two originals.

[Description of Services Begins on Next Page.]

DESCRIPTION OF SERVICES



E-rate Information

Service Provider: Trillion Partners, Inc.

SPIN Number:..... 143025872

E-Rate Contact Number: . (512) 334-4100

E-Rate Notes For On-Premise WAN Services

- A. Equipment belongs to Trillion and if it is physically located on a particular school site, it is only used as an integral component of the eligible Services listed herein.
- B. On-premise equipment which is used by Trillion to provide the Services listed herein is provided by Trillion and not by another service provider.
- C. Responsibility for maintaining the equipment rests solely with Trillion, not the Customer, and not with another provider.
- D. Trillion's equipment will not transfer to the Customer in the future, and as clearly indicated in this agreement, Customer does not have an option to purchase the equipment.
- E. All upfront, capital charges of Trillion's on-premise equipment are less than 67% of the total charges (recurring plus non-recurring).
- F. On-premise equipment will not be used by the Customer for any purpose other than to receive the eligible services listed herein.
- G. The Local Area Network, if any, is functional without dependence on Trillion's equipment.
- H. As indicated in this agreement, there is no contractual, technical, or other limitation that would prevent Trillion from using its network equipment in part for other customers.

DESCRIPTION OF SERVICES: Telephone Services – Trillion Centrex VoIP

Trillion Centrex VoIP Service by Site List

Alomogordo	Analog Phone Service	IP Phone Service	Voicemail Only	Extension Only	LEC Analog Trunks*	T1 / PRI Access (T1=24 ports)	911 Circuit Access (required)
District Office	0	60	0	10	2	1	1
Academy del Sol Alt	0	15	0	1	1	0	1
Alamogordo HS	0	60	0	6	2	0	1
Buena Vista ES	0	5	0	1	1	0	1
Chaparral MS	0	20	0	1	1	0	1
Heights ES	0	20	0	1	1	0	1
High Rolls Mtn ES	0	5	0	1	1	0	1
Holloman Int	0	10	0	1	1	0	1
Holloman MS	0	10	0	1	1	0	1
Holloman Primary	0	5	0	1	1	0	1
La Luz ES	0	20	0	1	1	0	1
Mountain View MS	0	50	0	1	1	0	1
North ES	0	20	0	1	1	0	1
Oregon ES	0	20	0	1	1	0	1
Sacramento ES	0	20	0	1	1	0	1
Siewrra ES	0	20	0	1	1	0	1
Yucca ES	0	6	0	1	1	0	1
Warehouse	0	6	0	1	1	0	1
Total	0	372	0	32	20	1	18
Total Voice Ports:							466

**Includes support for fax lines and additional lines requested by the customer*

DESCRIPTION OF SERVICES



Service Description	
Service:	Trillion Centrex VoIP Services
	<i>Pricing for voice services is quoted on a "Per Voice Port" basis. Voice Ports may be added at any time at Pre-E-Rate \$33 per port per month, subject to Trillion approval, under a separate non E-Rate agreement. Note that customer may seek E-Rate funding for additional voice ports during the next E-Rate application cycle.</i>
Contract Term in Years	1, with four optional one-year renewals
Estimated E-Rate Discount	80%
Number of Sites	18
Total Voice Ports	466

Voice Services	Before E-Rate		After E-Rate	
	Month	Annual	Month	Annual
Installation Charge Per Voice Port	\$0.00	\$0.00	\$0.00	\$0.00
Total Service Charge - All Voice Ports	\$8,490.58	\$101,887.02	\$1,698.12	\$20,377.40
Total Service Charge per Voice Port (breakdown) <i>(Not an additional charge)</i>	\$18.22	\$218.64	\$3.64	\$43.73
Total Service Charge per Site (breakdown) <i>(Not an additional charge)</i>	\$471.70	\$5,660.39	\$94.34	\$1,132.08
Customer Payments to Trillion	\$8,490.58	\$101,887.02		

To enter into the Services Agreement for the Services referenced ON THIS PAGE, sign below.

TRILLION PARTNERS, INC.

"TRILLION"

9208 Waterford Centre Blvd., Suite 150
Austin, TX 78758

By: _____

Print Name: _____

Title: _____

Effective Date: _____

ALAMOGORDO PUBLIC SCHOOLS

"CUSTOMER"

Address: _____

By: _____

Print Name: _____

Title: _____

Date: _____

SERVICE LEVEL AGREEMENTS

Each Service Level Agreement Below Is Applicable To Such Services Listed In The Description of Services



Digital Transmission Service - Wide Area Network Service Level Agreement

Support Service. Trillion's goal is provide carrier class service for our customers. Support services are provided for up to four authorized technical contacts that have been given access to the Trillion NOC. Trillion provides the ability to receive and process support cases 24x7x365. Hours of operation phone and online support are from 7 a.m. to 7 p.m. Central time, with emergency outage support 24 hours a day, seven days a week. The Trillion Network Operations Center is staffed 24x7 for proactive network monitoring and WAN system management services.

Service Metrics. Trillion will respond and begin corrective action when the following service specifications drop below the identified threshold for a given site

- (1) Service Availability: Availability drops below 100%
- (2) Latency: Average Round trip Latency exceeds 30ms
- (3) Packet Loss: Average Packet loss is greater than 1%
- (4) Mbps: Throughput is 90% of the total bandwidth contracted for each site
- (5) Customer Support: Trillion's goal is to provide a NOC support contact within a two hour average response time to any customer submitted support request
- (6) On-site Service: Trillion's goal is to dispatch a field technician within one hour of service outage verification is the service cannot be restored remotely.

Scheduled Maintenance: Trillion will notify customer 48 hours in advance of any scheduled maintenance. Trillion at its sole discretion will apply necessary maintenance patches or upgrades necessary to resolve critical issues and ensure the service specifications are being met

Penalty for Service Availability Non-Compliance: For a given calendar month, within which Trillion experiences a Service Outage, Customer may request a service outage credit. In order to be eligible for the credit, Customer must log a service credit case within five (5) business days of the outage with verification by Trillion of the event. Trillion will apply a service credit based on a pro-rated calculation of the amount of time the service was unavailable to the affected site during that month.

Trillion Telephone Service - Centrex – Voice Over IP Service Level Agreement

Support Service. Trillion's goal is to provide carrier class service. Support services are provided for up to four authorized technical contacts that have been given access to the Trillion NOC. Trillion provides the ability to receive and process support cases 24x7. Hours for standard hours of operation are from 6 a.m. to 6 p.m. Central time, with emergency support 24 hours a day, seven days a week. The Trillion Network Operations Center is staffed for 24x7 network monitoring and WAN system management services.

On-site Service. Trillion provides onsite dispatch services if required to regain service. On-site dispatch is normally initiated in less than one hour after it has been determined that on-site assistance is required.

Corrective Action. Trillion will respond and begin corrective action when the following drops below the identified threshold for a given contracted WAN site. Performance of the Local LAN is not monitored nor corrected by Trillion

- (1) Centrex IP Service Availability drops below 100%
- (2) Packet loss between locations is greater than 1%

Availability Monitoring

Three monitoring cycles of no response shall constitute service unavailability and will trigger initiation of proactive outage notification procedures by Trillion. The proactive outage notification process involves notifying the Trillion NOC 24x7 for corrective action. If requested Trillion will deliver notifications to the Customer's specified point of contact via email alert and or phone call.

Product Updates. Trillion at its sole discretion will apply necessary maintenance patches or upgrades necessary to resolve critical issues. Trillion will maintain necessary backups of configuration files required to regain service in the event of equipment failure. Customer Voice mail files are the responsibility of the customer to backup to an alternate file server on premise if required.

Other Customer Obligations for Telephone Service – Centrex – Voice Over IP Service (also referred to as "Centrex IP").

Unless otherwise specified by Trillion, Trillion does not provide Ethernet switches, power, uninterruptible power supply equipment, or power over Ethernet Switches for IP phones.

Customer is required to purchase Trillion supported IP based phones to be used with the Centrex IP service.

Unless otherwise specified by Trillion, Customer is responsible for: 1) providing all analog phones and/or handsets; 2) placing all analog phones and/or IP phones and or handsets; 3) installing Personal Call Manager on Customer's computers; and 4) any connection to any Customer owned/leased legacy phone equipment. Customer may make a request that Trillion provide any of these under a Trillion Change Order Form at an additional cost.

Customers LAN must pass the Trillion network assessment that will be performed prior to service activation. If Customer declines to comply with the recommendations of a Trillion Network Assessment, Customer will be required to sign a waiver acknowledging such. The Customer shall assume all responsibility all voice quality issues. Trillions service provides Centrex IP services to a single Demarc location at a core MDF to each school and is not responsible for voice quality caused by LAN related issues.

Customers LAN equipment must be capable of prioritizing voice traffic and ensuring adequate quality of service necessary for voice operations. This includes zero packet loss, latency less than 50ms and zero jitter. Customer will be responsible for resolving LAN issues not meeting these specifications.

All Customer trouble reports, requiring an on-site visit by Trillion service employees, that are the result of Customer's own failure to maintain minimum requirements for call manager client computers, LAN, cabling, rack space, power, and ventilation will be billed at the Standard Billing Rate.

Customer is required to take all appropriate action to meet Customer's safety needs. Customer must obtain a voice grade line that includes 911 (E-911) access for each of Customer's locations from its local telephone service provider. Trillion is not responsible for providing this separate voice grade line from Customer's local telephone service provider.

Customer is required to maintain 911 (E-911) database with the local PSAP.

In the event that Trillion LEC Coordination services are not purchased by Customer, Customer is responsible for: ordering, installation, and cut-over of desired telephone company services including analog and/or digital trunks, DIDs, etc.; ensuring all telephone company services are provisioned accurately and installed on-time in accordance with the Trillion project implementation schedule; and ensuring all telephone company services are delivered, and extended if necessary, to the same physical location of Trillion's voice equipment, installed on-time in accordance with the Trillion project implementation schedule. Due to the fact that Trillion LEC Coordination services require much collaboration and shared responsibilities with the Customer, if such services are purchased by Customer, the parties' respective obligations will be determined at that time.

Trillion recommends that all IP phones be equipped with backup uninterruptible power supplies to extended survivability in the event of a power outage, this is typically done via a dedicated uninterruptible power supply for the phone or Power Over Ethernet ("POE") via Power over Ethernet patch panels or Power over Ethernet switches. It is Customer's responsibility to provide backup uninterruptible power supply power for any and all IP Phones.

Customer is required to provide all Coordinated Dialing Plan's and Call Flow. This should include all Intra and Inter and Long Distance dialing methods.

In the event that the Customer requests music on hold, it is the Customer's responsibility to install and provide a music on hold source to the system in a 8 bit 8Khz ccitt ulaw format.

Cabling toning and or documentation required for analog or IP phones is a separate service. Unless specifically requested and ordered by Customer, Trillion is not responsible for cabling any analog or IP phones.

ACCEPTANCE CERTIFICATE

Customer certifies that the Equipment and Services which are set forth in the Services Agreement dated and effective as of the ____ day of _____, 200____, by and between Customer and Trillion Partners, Inc., are accepted by Customer as of _____, 200____, which for purposes of the Services Agreement shall be the Commencement Date for the Services Agreement. Customer agrees to promptly certify the payment schedule, to be submitted by Trillion at a later date.

The School Board has conducted, or directed the signatory person below to conduct, such inspection and/or testing of the Equipment and Services as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment and Services for all purposes. School Board reaffirms their obligation to a) pay all amounts due and to become due and b) perform all other obligations under the Services Agreement, are absolute.

Trillion has provided the Services as warranted in the Services Agreement, and no event has occurred that would cause Customer to terminate the Services Agreement.

Standard Conditions of Acceptance

If Customer utilizes the Trillion Wide Area Network services at any time in any way for the provision of voice services, then the following paragraph shall apply: We understand that Trillion has requested that we obtain a voice grade line that includes 911 access for each of our locations from our local telephone service provider (which is not Trillion). We understand that Trillion is not responsible for providing this separate voice grade line from our local telephone service provider. We certify that we will take all appropriate action to meet our safety needs, and that we have the sole responsibility to obtain service from our local telephone service provider (which is not Trillion) for access to 911 services at each of our locations. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the undersigned, Customer, its successors and assigns, agree to hold Trillion Partners, Inc., its officers, directors, shareholders, representatives, affiliates, and employees, free and harmless from, and fully and completely indemnify each of them from and against, any obligations, costs, claims, judgments, reasonable attorneys' fees, and attachments to the extent arising from or attributable to the issues raised by this paragraph.

No valid handwritten alterations have been made to the typed print of this acceptance.

_____	Trillion Partners, Inc.
"Customer"	"Trillion"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



Non-E-Rate Purchase Agreement



Pricing and Terms

Trillion Centrex VoIP Phone/Support by Site List

Alomogordo	IP110 Black/Silver	IP230 Black/Silver	IP560 Black/Silver	BB 24 Black/Silver	AP100
District Office	56	4	0	0	0
Academy del Sol Alt	14	1	0	0	0
Alamogordo HS	56	4	0	0	0
Buena Vista ES	4	1	0	0	0
Chaparral MS	19	1	0	0	0
Heights ES	19	1	0	0	0
High Rolls Mtn ES	4	1	0	0	0
Holloman Int	9	1	0	0	0
Holloman MS	9	1	0	0	0
Holloman Primary	4	1	0	0	0
La Luz ES	19	1	0	0	0
Mountain View MS	46	4	0	0	0
North ES	19	1	0	0	0
Oregon ES	19	1	0	0	0
Sacramento ES	19	1	0	0	0
Siewrra ES	19	1	0	0	0
Yucca ES	5	1	0	0	0
Warehouse	5	1	0	0	0
Total	345	27	0	0	0

[Pricing Terms and Conditions continue on next page]



Pricing and Terms Continued

PHONE Quote - Purchase	Before E-Rate		After E-Rate
Installation Charge Per Phone	One Time \$0.00		Not an E-Rate Eligible Purchase
Phone Purchase	\$	71,418.00	
Phone Maintenance (optional) 5 Years	\$	30,352.65	
Customer Payments to Trillion		\$101,770.65	

PHONE Quote - Lease	Before E-Rate		After E-Rate
	Month	Annual	
Installation Charge Per Site	\$0.00	\$0.00	Not an E-Rate Eligible Purchase
Phone Lease 5 Years	\$1,785.45	\$21,425.40	
Maintenance Lease (optional) 5 Years	\$758.82	\$9,105.80	
Customer Payments to Trillion		\$2,544.27 \$30,531.20	

Please remit payment to:
 Trillion Partners, Inc.
 9208 Waterford Centre Blvd., Suite 150
 Austin, TX 78758

Please execute and return via FAX with a completed purchase order to: Trillion Contracts Administration at (512) 334-4099.

Customer agrees to the listed Pricing, Terms, Payment Terms, and attached Terms and Conditions.

Signature _____

Date _____

Print Name _____

Initial Payment Option:
 Purchase _____ Lease _____



Generally Applicable Terms

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are acknowledged, the parties agree to the Terms and Conditions contained herein and in all attached Pricing pages and in all attached exhibits. No handwritten changes to this agreement are valid unless explicitly initiated by an authorized representative of Trillion.

Applicable taxes, including sales taxes, if any, are the responsibility of the Customer.

Risk of loss passes to Customer at time and place of shipment.

Customer must promptly sign Trillion's standard acceptance form upon Trillion's determination that Trillion has completed its work.

Invoices will be sent upon: 1) execution of an acceptance form or, 2) equipment shipment date, as applicable.

The Standard Billing Rate is \$175 per hour, with a four (4) hour minimum. The Standard Billing Rate is subject to change without notice.

A Trillion Change Order Form may be properly completed by Customer and submitted to Trillion to modify, reduce, or increase the equipment or services to be provided. Such Change Order Form shall be deemed a part of this Agreement if signed by both parties. Unless specified in the Change Order Form, all aspects of this Agreement shall continue in full force unaffected.

Failure of Customer to meet a listed obligation or adequately remove a listed condition precedent to Trillion's performance shall be considered a material breach of this Agreement and shall relieve Trillion of its obligations hereunder, but shall not relieve Customer of its obligation to timely pay upon invoice.

If Trillion meets its material obligations in a timely manner, and Customer has not timely met its material obligations (including but without limitation Customer's obligations to provide adequate resources, meet due dates, or otherwise meet a Customer obligation in these terms and conditions) prior to the stated target start date, Customer will nonetheless be obligated to make timely payments commencing on the stated target start date.

Additional Terms Applicable to Purchase when no applicable Services Agreement is signed by Customer

Any payment received thirty (30) days or more after the due date shall be deemed overdue. Any overdue payments will bear a late payment fee of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is lower, from the original payable date until paid. If Trillion Partners deems it necessary to employ legal representation to enforce any rights arising out of or related to this transaction, including but without limitation collecting unpaid amounts due, Customer agrees to pay Trillion's reasonable attorney's fees and costs associated with such enforcement.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH BY THE MANUFACTURER, TRILLION PROVIDES SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TRILLION DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TRILLION DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE SERVICES WILL BE CORRECTED.

IN NO EVENT WILL TRILLION BE LIABLE TO CUSTOMER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRILLION'S LIABILITY TO CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO TRILLION FOR THE PARTICULAR SERVICE WHICH IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION.

Customer agrees to hold Trillion, including its officers, directors, shareholders, representatives, affiliates, and employees, free and harmless from, and fully and completely indemnify each of them from and against, any obligations, costs, claims, judgments, reasonable attorneys' fees, and attachments to the extent arising from or attributable to this transaction or the Equipment or Services.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, agreements, negotiations, correspondence and all other communications, whether written or oral, between Trillion and Customer. This Agreement does not affect, and is independent of, any previous agreement between the parties regarding the provision of services not contemplated in this Agreement. No modification or waiver of any provision hereof will be effective unless made in writing and signed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Faxed signatures will be relied upon as original signatures in all respects. All signed copies of this Agreement will be deemed originals. The failure of a party to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

Trillion Handset Support

Limited RMA Processing for defective handsets is provided by Trillion. Replacement phones will be shipped next day after Customer receives a valid RMA processing number from Trillion Support

Trillion will provide firmware updates as it deems necessary to supported handsets

Customer Responsibilities Applicable to Handset equipment purchase

It is recommended that the customer maintain several spare phones for immediate replacement.

Unless otherwise specified by Trillion, Trillion does not provide in-line power over Ethernet Switches, or uninterruptible power supply equipment for IP phones.

Unless otherwise specified by Trillion, Customer is responsible for: 2) placing all analog phones and/or IP phones and or handsets; 3) installing Personal Call Manager on Customer's computers; and 4) any connection to any Customer owned/leased legacy phone equipment. Customer may make a request that Trillion provide any of these under a Trillion Change Order Form.

If Customer declines to have a Trillion Network Assessment or declines to comply with the recommendations of a Trillion Network Assessment, Customer will be required to sign a waiver acknowledging such. The Customer shall assume all responsibility for 100% of the voice quality of the phone service over the local LAN.

Customer is required to have LAN equipment capable of providing adequate service necessary for quality voice via IP. This includes latency less than 50m, zero jitter and packet loss.

Customer is required to take all appropriate action to meet Customer's safety needs, and that Customer has the sole responsibility to obtain service from its local telephone service provider for access to 911 (E-911) services at each of its locations.

Customer is required to maintain 911 (E-911) database with the local PSAP.

Trillion recommends that all IP phones be equipped with backup uninterruptible power supplies to extended survivability in the event of a power outage, this is typically done via a dedicated uninterruptible power supply for the phone or Power Over Ethernet ("POE") via Power over Ethernet patch panels or Power over Ethernet switches. It is Customer's responsibility to provide backup uninterruptible power supply power for any and all IP Phones.

Cabling analog or IP phones is a separate service. Unless specifically requested and ordered by Customer, Trillion is not responsible for cabling any analog or IP phones.

In the event that Customer has ordered analog cable cross connect and cut-over services, Customer assumes all responsibility for ensuring existing analog cabling documentation is 100% accurate and all analog punch down blocks are accurately labeled. Cross connect and cut-over services will be billed the Standard Billing Rate.

In the event that Customer has ordered analog cable cross connect and cut-over services, and Trillion employees identify faulty Customer-provided cable diagrams or punch down block labels, Customer is responsible to remedy identified discrepancies within (4) business hours, or Customer may request that Trillion identify and remedy discrepancies to be billed at the Standard Billing Rate.

Any cut-over or system activation delays resulting from Customer's non compliance with 100% accurate cable documentation or punch down block labeling is not the responsibility of Trillion.



Non-E-Rate Services Agreement

TRILLION PARTNERS, INC.
NON-E-RATE SERVICES AGREEMENT



This Services Agreement ("Agreement") is made by Trillion Partners, Inc. ("Trillion") and Customer effective on the Effective Date indicated below. In consideration of the mutual promises and covenants contained herein the receipt and sufficiency of which are acknowledged, the parties represent, warrant, covenant, and agree as follows:

1. DEFINITIONS.

- 1.1 "**Commencement Date**" means the date that Service commences as indicated in writing by the Acceptance Certificate, attached hereto as Exhibit A, signed by Customer and Trillion.
- 1.2 "**Common Carrier**" means an entity designated by the Universal Service Administrative Company as an "eligible telecommunications carrier," or "eligible telecommunications provider," or "ETP."
- 1.3 "**Customer Demarcation Point**" means the physical location at which Trillion terminates its equipment and makes the Services available for use by the Customer (also known as a "Demarc").
- 1.4 "**Effective Date**" means the date this Agreement becomes a binding and enforceable agreement as indicated below and which is acknowledged as such by Trillion and Customer by placing their signature on this Agreement.
- 1.5 "**Equipment**" means all of the hardware and software used by Trillion, in its sole discretion, to enable the provision of Services to Customer and communications services to third parties.
- 1.6 "**Renewal Term**" means the period of time following the initial Term. This Agreement is extended automatically for up to three (3) consecutive five year terms (each, a "Renewal Term") subject to the terms of Section 7.2 ("Renewal; Effects of Termination").
- 1.7 "**Term**" means the period beginning on the date of acceptance as indicated in writing on the Certificate of Acceptance and continuing for a period of five (5) years thereafter, unless otherwise listed in the Description of Services or an amendment to the Agreement, unless extended pursuant to Section 7.2 (a), or sooner terminated as provided herein.
- 1.8 "**Service Location(s)**" means the location(s) specified in the Description of Services at which the Trillion service is delivered to a single Customer Demarcation Point for each listed site.
- 1.9 "**Services**" means Trillion's services described in the Description of Services.
- 1.10 "**Service Outage**" means loss of service other than any outage that: a) is not reported by Customer to Trillion within (5) days of the occurrence; b) is less than (15) minutes in duration; c) is attributable to Trillion's scheduled maintenance; d) is attributed to related third party circuits (whether ordered by Trillion or Customer); e) is a result of inability to access customer premise; f) is a result of Customers equipment or users; or g) is due to Force Majeure (see Section 8 below) or by any other cause not within the control of Trillion
- 1.11 "**Site Access**" means 24 hour a day, 365 day a year access to Customer's premise provided to Trillion in order to restore service or perform preventative maintenance.
- 1.12 "**Total Service Charge – All Sites**" means the total service charge for all sites (sometimes referred to as the "pre-discount amount") listed in the Description of Services before any discounts are applied.

2. DESCRIPTION OF SERVICES.

- 2.1 **Provision of Services; License.** Trillion will provide the Services as described in the Description of Services. Customer grants to Trillion an exclusive, non-revocable license ("*License*") to use those parcels of real property at the Service Locations that Trillion deems necessary to install, operate and maintain certain poles and antennas thereon and to place certain buildings or enclosures thereon and such other equipment as Trillion determines may be necessary or compatible with the conduct of Trillion's business. Notwithstanding any other provision of this Agreement, it is expressly understood that all rights granted to Trillion under this License are continuous, ongoing, and irrevocable after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of the Services, for so long as Customer owns or leases such real property, but only to the extent permitted by law. Trillion is authorized to use the Equipment and real property for any activity in connection with the provision of other communications services as Trillion determines may be necessary or compatible with the conduct of Trillion's business. Trillion may make any substitutions to or modifications of the Equipment as it determines may be necessary or compatible with the conduct of Trillion's business. In addition, Customer grants to Trillion a non-exclusive right to install transmission cables and lines between the Equipment and between the Service Locations in connection with Trillion's use, maintenance, and operation of the Equipment.
- 2.2 **Installation.**
 - (a) **Installation of Equipment.** In the event any equipment (or any portion of the Equipment) is or becomes physically affixed or attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Equipment be deemed to be affixed to or a part of such real estate. Rather, the Equipment is and will remain Trillion's personal property. At the request of Trillion, Customer will furnish a landlord or mortgage waiver with respect to the Equipment from any person claiming an interest in any personal or real property where the Equipment is located. As a common carrier, Trillion may utilize the Trillion owned equipment to serve other customers.
 - (b) **Use of Subcontractors.** Customer acknowledges that Trillion may provide the Services using subcontractors, and that Trillion reserves the right to substitute such subcontractors with others, in its own discretion, to maintain or enhance maintenance performance hereunder.

3. CUSTOMER OBLIGATIONS.

- 3.1 **Troubleshooting & Repair.** Trillion typically validates network access from the building interface to the Main Distribution Frame ("MDF") within the building. The Customer is responsible for the Local Area Network ("LAN") connectivity, DHCP, internal DNS, and routing.
 - (a) The Customer must provide local LAN IP routing and Ethernet for the service connection.

TRILLION PARTNERS, INC.
NON-E-RATE SERVICES AGREEMENT



- (b) The Customer is responsible for service and repair of all LAN equipment and district owned fiber that is being utilized for service. (e.g., each fiber, switch, hub, bridge, etc.) that connects to the Trillion network.
- 3.2 **Access to the Services.** Customer agrees to monitor the use of the Services to prevent inappropriate use as well as unauthorized access to offensive or restricted sites, and to maintain and prevent unauthorized access to confidential information, including the confidentiality of any passwords and account information required for access to Services. Customer will promptly notify Trillion of any unauthorized or inappropriate use of the Services, including the Equipment, breach of security, or other damage, loss or theft. For the Customer Demarcation Point, Trillion will provide a single device or fiber-based interface to make the connection to the Customer's equipment. Customer is responsible for all internal LAN routing.
- 3.3 **Lawful Use.** Customer agrees: (a) that Services may be used solely by those entities listed in the Description of Services as being eligible to participate with Customer in obtaining the Services; (b) not to provide the Services to non-eligible third parties whether by lease, rental, transfer, assignment, sale, sublicense, or any other means, including commercial time-sharing, rental, or service bureau use; (c) not to use the Services for any purpose that is unlawful, not contemplated or prohibited by this Agreement; and (d) to abide by all applicable local, state, and national laws and regulations, including but not limited to those related to the environment .
- 3.4 **Acceptance and Invoicing.** Customer agrees to promptly sign the Certificate of Acceptance when Customer and Trillion determine that Trillion has completed its work. If Customer fails or refuses to timely sign and return such acceptance form, Trillion reserves the right to send written notification of the commencement of service and an invoice for Services, and, notwithstanding Section 1.1 above, such stated date of commencement of service shall become the Commencement Date. Customer agrees to pay invoices as of the Commencement Date Initial invoices will be sent upon execution of such acceptance form or on the date such written notice from Trillion is sent, whichever is earlier.
- 3.5 **Alterations and Improvements.**
- (a) Customer will not make any alterations, additions, or improvements to the Equipment, or remove Equipment from a Service Location without Trillion's prior written consent. If Customer commits any act or omission, or plans to commit any act or omission, which may cause material harm to Trillion's network, Customer agrees to compensate Trillion for such harm. If Trillion determines such harm requires the moving of a tower, fiber line, or other Equipment, Customer will compensate Trillion for such harm by paying to Trillion the cost of such move upon written invoice from Trillion. Customer shall not be responsible for the cost of moving such Equipment if the Equipment must be moved solely due to reasons reasonably within Trillion's control.
- (b) Customer is responsible for locating pre-existing facilities of other providers, such as utilities and underground facilities, including the cost for such locating, in addition to those listed in the Description of Services.
4. **FEES AND PAYMENT TERMS.**
- 4.1 **Fee Payments.**
- (a) Non-Recurring Charge: Upon execution of this Agreement, Trillion will invoice Customer a Non-Recurring Charge if specified in the Description of Services.
- (b) Service Fee: Customer shall pay Trillion the Monthly Total Service Charge – All Sites listed in the Description of Services for a Quarterly period as invoiced by Trillion within thirty (30) days of the receipt of an invoice for such amount each year during the Term.
- 4.2 **Change Orders:** Customer will be responsible for the cost of moving a tower, site or Equipment if Trillion determines that such move is necessitated by the actions of Customer and result in additional charges to Trillion. A Trillion Change Order Form shall be properly completed by Customer and submitted to Trillion to modify, reduce, or increase the equipment or services to be provided. Such Change Order Form shall be deemed a part of this Agreement if signed by both parties. Unless specified in the Change Order Form, this Agreement shall continue in full force and effect in all respects.
- 4.3 **Payment Terms:** All fees due under this Agreement will be paid in U.S. dollars within thirty (30) days after the date of Trillion's invoice, by a check sent to Trillion. Any overdue payments will bear a late payment fee of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is lower, from the original payable date until paid. Work performed which is outside the scope of this agreement, or is the subject of a Change Order, will be billed at Trillion's cost with a standard 20% markup.
- 4.4 **Taxes.** Customer agrees to pay taxes of any kind, including sales, use, withholding, and other similar federal, state or local taxes (collectively referred to as "Taxes"), imposed on Customer in connection with the Services provided under this Agreement. Customer further agrees to keep the Equipment free and clear of all levies, liens, taxes and encumbrances. If Customer fails to pay any such Taxes or like charges when due, Trillion reserves the right to make such payments or like charges, together with all penalties and interest which may have been added because of Customer's delinquency or default, and Customer will promptly reimburse Trillion for any amounts so paid. Applicable taxes, including sales taxes, if any, are the responsibility of the Customer.
- 4.5 **Lawful Payments.** Notwithstanding any provision to the contrary contained in this Agreement, it is understood and agreed that the payments to be made in each fiscal year during the Term hereof are payable only out of current designated and lawfully appropriated funds of Customer for that fiscal year.
- 4.6 **Extensions and Upgrades.** The parties agree that extensions to the term of this Agreement are expressly authorized and shall not require a new bid. The parties agree that upgrades, improvements, additional sites, and enhancements to the Services are expressly authorized and any amendment hereto to effectuate such upgrades, improvements, additional sites, and enhancements shall not require a new bid as long as the amendment reasonably relates to the Services. Any amendment hereto shall be in writing signed by both parties following good faith negotiations.

TRILLION PARTNERS, INC.
NON-E-RATE SERVICES AGREEMENT



5. WARRANTY.

5.1 By Trillion.

- (a) Trillion warrants that it will use commercially reasonable efforts to make the Services available to Customer in accordance with generally accepted standards in the unlicensed spectrum wireless industry. For additional information on this, please see attached Service Level Agreement. This warranty will apply solely to access to the Services, and will not apply to anything (1) caused by factors outside of Trillion's reasonable control; (2) that resulted from any action or inaction of Customer or any third party; (3) that resulted from scheduled maintenance or required repairs; or (4) that resulted from equipment, software or any item not provided by Trillion. All consequences for a breach of this warranty by Trillion are strictly limited to those defined in the attached Service Level Agreement.
- (b) **NO OTHER WARRANTY.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 5.1(a), TRILLION PROVIDES SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TRILLION DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TRILLION DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT DEFECTS IN THE OPERATION OF THE SERVICES WILL BE CORRECTED. THE PARTIES AGREE THAT ALL CONSEQUENCES FOR A BREACH OF WARRANTY BY TRILLION ARE STRICTLY LIMITED TO THOSE DESCRIBED IN THE ATTACHED SERVICE LEVEL AGREEMENT.

5.2 By Customer.

- (a) Customer represents, covenants and warrants that (1) Customer is a fully constituted political subdivision, agency or public corporation of the state in which it is located; (2) the execution, delivery, and performance by Customer of this Agreement have been duly authorized by all necessary action on the part of Customer; (3) this Agreement has been executed on behalf of Customer by persons who constitute duly authorized officers thereof; (4) this Agreement constitutes the legal, valid, and binding obligation of Customer enforceable in accordance with its terms; (5) Customer has complied with all public bidding, notice and hearing requirements where necessary, and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (6) Customer reasonably believes that funds can be obtained sufficient to make all payments during the Term. The officer of Customer responsible for budget preparation will do all things lawfully within his/her power to obtain, maintain and properly request and pursue funds from which the payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his/her bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. Customer shall give Trillion immediate notice of Customer's intent to terminate this which shall be the end of the last of Customer's fiscal years for which appropriations for the payments were made; (7) Customer has obtained all services from its local exchange telephone service provider (other than Trillion) to ensure it has full access to 911 services; and (8) Customer will provide the required level of electricity to each facility provided by Trillion which requires electricity.
- (b) Customer shall not engage in any activity or construct any new structure, which may interfere mechanically, electrically, or operationally with the Equipment.
- (c) Because Trillion must obtain certain permits, licenses, or waivers to perform the Services and Customer would be the necessary applicant for such, Customer grants limited authority to Trillion to act as Customer's agent for the sole purpose of obtaining all permits and licenses, or waivers thereof, which are necessary for Trillion to perform under this Agreement. To the extent such grant of authority is invalid or inconsistent with applicable law, or to the extent Trillion is unable to obtain such permits, licenses, or waivers, Customer warrants that it has obtained or waived, or will obtain or waive in a timely manner, all permits, and licenses applicable to the Services. Customer expressly warrants that it will not directly or indirectly obstruct, hinder, or cause the delay, denial, or modification of any regulatory approval, license, or repeater site acquisition which Trillion determines is required for the Services so that the Services are, in Trillion's sole determination, incapable of being provided as agreed herein.
- (d) Customer acknowledges that Trillion is not responsible for the satisfactory performance, or lack thereof, of any third party content filtering. Customer further acknowledges that it (and not Trillion) is responsible for establishing, implementing, and/or utilizing any and all practices and procedures, rules, and other methods necessary to prevent any (i) unauthorized use of the Equipment by any person, and (ii) any access by Customer (and its students, employees, agents and contractors) at the Service Locations or by means of the Equipment to web sites, web pages, emails, or email attachments that may be inappropriate.
- (e) Failure of Customer to meet a listed obligation in an agreed Statement of Work or adequately remove a listed condition precedent to Trillion's performance shall be considered a material breach of this Agreement and shall relieve Trillion of its obligations hereunder, but shall not relieve Customer of its obligation to timely pay upon invoice. Customer must provide a safe, secure, and adequately prepared area for Trillion's work, including but without limitation, staging, installation, and storage.

TRILLION PARTNERS, INC.
NON-E-RATE SERVICES AGREEMENT



- (f) Customer shall promptly execute and return to Trillion all documents acceptable to Trillion including but without limitation, the following:
- (i.) a certified Board Resolution authorizing the negotiation, execution and delivery of this Agreement;
 - (ii.) an Opinion of Customer's Counsel stating that: Customer is authorized and has power under State law to enter into this Agreement; that the authorization, approval and execution of this Agreement have been performed in accordance with all open meeting laws, public bidding and all other applicable State and Federal laws; and that the opinion may be relied upon by Trillion Partners, Inc. and its successors and assignees;
 - (iii.) a Certificate of Incumbency signed by the Clerk or Secretary of the Board certifying that the person signing this Agreement is a duly elected or appointed officer of the Customer;
 - (iv.) Prior three (3) audited financial statements.
6. **LIMITATION OF LIABILITY AND REMEDY.**
- 6.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF DATA, LOSS OF USE OF COMPUTER HARDWARE, DOWNTIME, LOSS OF GOODWILL, LOSS OF BUSINESS, OR COMPUTER HARDWARE MALFUNCTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TRILLION'S LIABILITY TO CUSTOMER UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO TRILLION FOR THE PARTICULAR SERVICE WHICH IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE IMPOSITION OF SUCH LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE OTHER PARTS OF THIS AGREEMENT RELY UPON INCLUSION OF THIS SECTION. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, the limitations listed in this Section 6.1 fully apply only to the extent permitted by law.
- 6.2 **Disclaimer of Actions Caused by or Under the Control of Third Parties.** Trillion does not and cannot control the flow of data to or from Customer's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Trillion agrees to use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events. However, Trillion cannot guarantee that such events will not occur or that Trillion will be able to remedy all of them. Accordingly, Trillion disclaims any and all liability resulting from or related to such events.
- 6.3 **INDEMNITY.** Each party agrees to hold the other, including its officers, directors, shareholders, representatives, affiliates, employees, and assignees free and harmless from, and fully and completely indemnify each of them from and against, any obligations, costs, claims, judgments, reasonable attorneys' fees, and attachments to the extent arising out of any action of the party or failure of the party to act under this Agreement, except to the extent arising from the negligent, reckless or willful misconduct of the other or its agents as determined by a court of competent jurisdiction.
- 6.4 **BINDING ARBITRATION.** All controversies, disputes, or claims between the parties or any of their respective officers, directors, agents, employees and attorneys, arising from or relating to this Agreement shall on demand of either party be submitted for arbitration to the American Arbitration Association ("AAA"). The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim, which is not submitted or filed in such proceeding, shall be barred. The arbitration proceedings shall be conducted in Austin, Texas and shall be conducted in accordance with the commercial arbitration rules of the AAA in effect on the date of this Agreement, except as modified by this Agreement. Three arbitrators shall be used. Each party shall have the right to select one arbitrator from a panel provided by the AAA and those two arbitrators will then select a third arbitrator, also from the AAA panel. The parties shall be entitled to limited discovery at the discretion of the arbitrators who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations. The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated, or class-wide basis. The arbitrators shall have the right to award the relief, which he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The award and decision of the arbitrators shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act. The provisions of this Section 6.4 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.
- 6.5 EACH OF THE PARTIES EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL OR COURT ACTION COMMENCED BY ANY OF THE PARTIES TO ENFORCE, COLLECT, DEFEND, ENJOIN, OR THAT OTHERWISE RELATES TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS HEREIN CONTEMPLATED OR DESCRIBED. LIKEWISE, EACH PARTY WAIVES ANY RIGHT TO HAVE A JURY TRIAL IN ANY SUCH LEGAL OR COURT ACTION FOR ANY DEFENSE, CLAIM OF SET-OFF, CLAIM OF RECOUPMENT, COUNTERCLAIM OR THIRD PARTY ACTION ASSERTED OR RAISED IN ANY SUCH LEGAL OR COURT ACTION. ANY LEGAL OR COURT ACTION RELATING TO THIS AGREEMENT OR THE TRANSACTIONS HEREIN CONTEMPLATED OR DESCRIBED SHALL BE TRIED EXCLUSIVELY BEFORE A COURT WITHOUT A JURY. CUSTOMER AND TRILLION SPECIFICALLY ACKNOWLEDGE THAT THEIR EXECUTION OF THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR THEIR ENTERING INTO THIS AGREEMENT.

TRILLION PARTNERS, INC.
NON-E-RATE SERVICES AGREEMENT



7. TERMINATION; RENEWAL.

7.1 Termination for Cause.

- (a) By Trillion. During the term of this agreement, if Customer fails to substantially comply with the terms of this Agreement, if the assumptions and contingencies stated herein are not met as determined by Trillion, Trillion may terminate this Agreement without liability to Customer by providing Customer with ninety (90) days prior written notice that describes the reason for termination. In the event that Customer commences to cure and diligently pursues cure, any attempted termination by Trillion shall be void and of no force and effect. Customer may provide written notice of such cure efforts. Notwithstanding any provision of this Agreement, Customer must timely pay for Services rendered.
- (b) By Customer.
 - (i.) If Trillion fails to substantially provide the Services as warranted, Customer may terminate this Agreement without liability to Trillion for any future payments by providing Trillion with ninety (90) days prior written notice that describes the breach. In the event that Trillion commences to cure and diligently pursues cure, any attempted termination by Customer shall be void and of no force and effect. Trillion may provide written notice of such cure efforts.
 - (ii.) Trillion reserves the right to report any such early termination or default to all credit or bond rating entities, and pursue all rights and remedies at law or in equity. Such termination shall not affect or reduce the term of the License described in Section 2.1 of this Agreement.

7.2 Renewal; Effects of Termination.

- (a) Renewal. The Term of this Agreement is automatically extended on a month to month basis at Trillion's adjusted month to month pricing unless either party provides written notice of termination to the other party at least one hundred eighty (180) days prior to such termination, or Customer provides written notice of an automatic renewal pursuant to a Renewal Term.
- (b) Non-Appropriation; Duty to Present to Board. Notwithstanding any other provision of this Agreement, Customer agrees that it may not terminate this Agreement to the extent any funds are proposed in the budget of the Customer for the Services, for the fiscal period in which such termination occurs, or the next succeeding fiscal period thereafter. The officer of Customer who is responsible for financial matters of Customer shall include a request for appropriations to the governing body of Customer for full payment under this Agreement each year during the Term.
- (c) Common Carrier Rights Unaffected. Upon any termination, Trillion is expressly authorized to enter upon the premises of the Service Location where the Equipment is located, and take immediate possession of and remove such electronic Equipment. Alternatively, Trillion may, in its sole discretion, opt to leave the Equipment at the Service Location so that it may continue to provide services to others. In such event, Trillion is expressly permitted to continue to install and maintain the Equipment as set forth in Section 2.1. In such instance, Customer is obligated to provide ongoing power and access to facilities and Trillion agrees to pay the reasonable pro-rata share of Customer's actual power cost plus 20% on an annual arrears basis.

8. GENERAL PROVISIONS.

- 8.1 Governing Law and Jurisdiction. This Agreement will be exclusively governed and construed in accordance with the laws of the State in which Customer's main headquarters is located. The parties also agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the other party.
- 8.2 Use of Customer's Name. Trillion may use Customer's name as a customer, including a general description of the services provided to Customer by Trillion, in its resumes, client lists, case studies, and in other promotional information including, but not limited to, press releases, brochures, reports, letters, white papers and electronic media such as e-mail or Web pages.
- 8.3 No Agency; Assignment. Except as expressly provided in Section 5.2(c) of this Agreement, nothing in this Agreement is intended, or should be construed, to create a partnership, agency, joint venture, or employment relationship between Customer and Trillion. Each party is an independent contractor for the other party. Customer may not assign or sublicense the rights granted under this Agreement. Trillion may assign and reassign in whole or in part, its rights, title and interests, but not its obligations, under this Agreement, including the right to receive Customer's payments hereunder, to one or more assignees at any time subsequent to its execution, without the necessity of obtaining the consent of the Customer. Customer agrees to acknowledge any such assignment and to make all payments to the assignee designated in such assignment until such assignee shall advise Customer otherwise. Customer acknowledges that Trillion's assignee shall have the right to cure any Trillion default, and to otherwise provide the Services hereunder.
- 8.4 Force Majeure. A party is not liable for non-performance to the extent to which the non-performance is caused by an event that is not within the reasonable control of the affected party, including, without limitation, war, riots, civil insurrection or acts of a common enemy, fire, flood, strikes or other labor difficulty, acts of civil or military authority, including governmental laws, orders, actions, inactions or regulations, embargo, and the party gives reasonably prompt notice to the other party and makes all reasonable efforts to perform. In no event will this provision affect Customer's obligation to make timely payments for Services rendered, whether used or not, under this Agreement.

8.5 Assumptions and Contingencies.

- (a) Trillion is relieved of its obligation to provide the Services if certain preconditions to installation which are outside the control of Trillion do not occur. Examples of such preconditions include the issuance of all applicable permits and other regulatory approvals under terms and conditions acceptable to Trillion, and the acquisition of any necessary repeater sites from third parties under terms and conditions acceptable to Trillion. If such preconditions do not occur, Trillion will either renegotiate with the Customer or offer to terminate this Agreement with no termination penalties for either party. Additional assumptions included in this subsection 8.5 (a) may be listed in the Description of Services.
- (b) Trillion's obligation to perform under this Agreement are based and contingent on, among other things, the engineering assumptions that:
 - (i.) Trillion will be able to obtain the necessary permits, repeater sites required for line of site RF transmission and ground rights necessary to provide the proposed service.
 - (ii.) Customer will provide necessary ground rights at a location suitable for both customer and Trillion that provide proper line of site and serviceability of the equipment.
 - (iii.) The Customer will provide electricity to the specified location in an amount which Trillion indicates is necessary to deliver Trillion Service
 - (iv.) Trillion will be able to acquire the licensed frequencies required for any designated licensed spectrum necessary to deliver service.
 - (v.) The Customer will be providing all internal (local area network) layer 3 routing equipment, service, and support.
 - (vi.) To the extent line of site is required between two or more given sites, there is no obstruction between the sites which occurs after this Agreement is signed but before acceptance.
- (c) Non-Public Works Projects Only: Because the Customer has not declared this to be a "public works project," the prices listed do not include costs associated with paying prevailing wages. This is an agreement to allow Trillion to perform necessary work to provide its services only and is not an agreement for the construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work to any publicly owned, leased or operated plant, building, structure, ground facility, utility system, road, or other public improvement of any kind.

8.6 Notices, Written Consents. Except where provided otherwise, notices and written consents will be in writing and will be deemed to have been fully given and received (1) when delivered personally; (2) when sent by confirmed fax; (3) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (4) one (1) day after deposit with a commercial overnight carrier, with written verification of such receipt. Notices, written consents, and payments will be sent to the parties at the addresses set forth in the signature block below or such other address as either party may specify in writing to the other.

8.7 Conflicting Terms; Survival. If there is a conflict among the terms in this Agreement and any subsequent amendment, the terms of the subsequent amendment shall control. Customer's obligations under this Agreement, including without limitation the obligation to pay for Services, shall begin on the date the Customer executes an acceptance certificate applicable to the Services specified therein. The latest date of acceptance shall be the Commencement Date. The terms of any sections which by their nature are intended to extend beyond termination will survive termination of this Agreement for any reason.

8.8 No Waiver; Severability; Section Headings. The failure of a party to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The section headings in the Agreement and Summary section in the Description of Services are solely for the convenience of the parties and have no legal or contractual effect, except to the extent described in Section 1.8.

8.9 Entire Agreement. This Agreement, including the Exhibit(s), constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement does not affect, and is independent of, any previous agreement between the parties regarding the provision of services not contemplated in this Agreement. Any previous agreement between the parties shall continue in full force and effect, and shall be renewed on a month to month basis until the Commencement Date of this Agreement. No modification or waiver of any provision hereof will be effective unless made in writing and signed by both parties. No handwritten alterations to the printed text of this Agreement are valid, whether initialed or not. The parties acknowledge that this Agreement was entered into following good faith, arms-length negotiations. This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Faxed signatures will be relied upon as original signatures in all respects, however, Trillion requires Customer to sign and return two originals.

[Description of Services Begins on Next Page.]

DESCRIPTION OF SERVICES



DESCRIPTION OF SERVICES: Digital Transmission Service – Wide Area Network - A

Service Locations	Burstable Mbps per site	Service Type (Fiber/Wireless/ MPLS)
Holloman Primary	50	Wireless
Alamogordo Transportation	50	Wireless

Assumptions:

The following assumptions are in addition to those listed in Section 8.5, and are a part thereof:

1. Assumes attachment to existing towers at no cost and under terms and conditions acceptable to Trillion.
2. Prior to construction, Customer shall certify that all Customer towers to be utilized by Trillion shall be suitable for all purposes for the Trillion equipment. If for any reason, an existing tower provided by Customer fails to meet this certification, Trillion may invoice Customer for all expenses incurred, including but without limitation any and all costs to remove equipment, construct suitable structures, or otherwise remedy such failure. Customer agrees to pay in full such invoiced amount within thirty (30) days of the date such invoice is sent by Trillion. Nothing in these assumptions shall relieve Customer of its continuous obligation to timely pay Trillion under this Agreement.
3. Prior to construction, Customer shall execute a separate release in which the Customer releases Trillion for any and all damages arising out of the use of the Customer owned towers.

<u>Service Summary</u>	
Service:	Wide Area Network Services - A
Number of Sites:	2
Contract Term in Years:	5

	Month	Annual
Installation Charge Per Site	\$0.00	
Total Service Charge - All Sites	\$2,391.07	\$28,692.83
Total Service Charge per Site	\$1,195.53	\$14,346.42
Customer Payments to Trillion	\$2,391.07	\$28,692.83

To enter into the Services Agreement for the Services referenced ON THIS PAGE, sign below.

TRILLION PARTNERS, INC.

“TRILLION”

9208 Waterford Centre Blvd., Suite 150
Austin, TX 78758

By: _____

Print Name: _____

Title: _____

Effective Date: _____

ALAMOGORDO PUBLIC SCHOOLS

“CUSTOMER”

Address: _____

By: _____

Print Name: _____

Title: _____

Date: _____

DESCRIPTION OF SERVICES



DESCRIPTION OF SERVICES: Digital Transmission Service – Wide Area Network - B

Service Locations	Burstable Mbps per site	Service Type (Fiber/Wireless/ MPLS)
Holloman Primary	100	Wireless
Alamogordo Transportation	100	Wireless

Assumptions:

The following assumptions are in addition to those listed in Section 8.5, and are a part thereof:

4. Assumes attachment to existing towers at no cost and under terms and conditions acceptable to Trillion.
5. Prior to construction, Customer shall certify that all Customer towers to be utilized by Trillion shall be suitable for all purposes for the Trillion equipment. If for any reason, an existing tower provided by Customer fails to meet this certification, Trillion may invoice Customer for all expenses incurred, including but without limitation any and all costs to remove equipment, construct suitable structures, or otherwise remedy such failure. Customer agrees to pay in full such invoiced amount within thirty (30) days of the date such invoice is sent by Trillion. Nothing in these assumptions shall relieve Customer of its continuous obligation to timely pay Trillion under this Agreement.
6. Prior to construction, Customer shall execute a separate release in which the Customer releases Trillion for any and all damages arising out of the use of the Customer owned towers.

DESCRIPTION OF SERVICES



<u>Service Summary</u>	
Service:	Wide Area Network Services - B
Number of Sites:	2
Contract Term in Years:	5

	Month	Annual
Installation Charge Per Site	\$0.00	
Total Service Charge - All Sites	\$2,496.96	\$29,963.52
Total Service Charge per Site	\$1,248.48	\$14,981.76
Customer Payments to Trillion	\$2,496.96	\$29,963.52

To enter into the Services Agreement for the Services referenced ON THIS PAGE, sign below.

TRILLION PARTNERS, INC.

“TRILLION”

9208 Waterford Centre Blvd., Suite 150
Austin, TX 78758

By: _____

Print Name: _____

Title: _____

Effective Date: _____

ALAMOGORDO PUBLIC SCHOOLS

“CUSTOMER”

Address: _____

By: _____

Print Name: _____

Title: _____

Date: _____

SERVICE LEVEL AGREEMENTS

Each Service Level Agreement Below Is Applicable To Such Services Listed In The Description of Services



Digital Transmission Service - Wide Area Network Service Level Agreement

Support Service. Trillion's goal is provide carrier class service for our customers. Support services are provided for up to four authorized technical contacts that have been given access to the Trillion NOC. Trillion provides the ability to receive and process support cases 24x7x365. Hours of operation phone and online support are from 7 a.m. to 7 p.m. Central time, with emergency outage support 24 hours a day, seven days a week. The Trillion Network Operations Center is staffed 24x7 for proactive network monitoring and WAN system management services.

Service Metrics. Trillion will respond and begin corrective action when the following service specifications drop below the identified threshold for a given site

- (1) Service Availability: Availability drops below 100%
- (2) Latency: Average Round trip Latency exceeds 30ms
- (3) Packet Loss: Average Packet loss is greater than 1%
- (4) Mbps: Throughput is 90% of the total bandwidth contracted for each site
- (5) Customer Support: Trillion's goal is to provide a NOC support contact within a two hour average response time to any customer submitted support request
- (6) On-site Service: Trillion's goal is to dispatch a field technician within one hour of service outage verification is the service cannot be restored remotely.

Scheduled Maintenance: Trillion will notify customer 48 hours in advance of any scheduled maintenance. Trillion at its sole discretion will apply necessary maintenance patches or upgrades necessary to resolve critical issues and ensure the service specifications are being met

Penalty for Service Availability Non-Compliance: For a given calendar month, within which Trillion experiences a Service Outage, Customer may request a service outage credit. In order to be eligible for the credit, Customer must log a service credit case within five (5) business days of the outage with verification by Trillion of the event. Trillion will apply a service credit based on a pro-rated calculation of the amount of time the service was unavailable to the affected site during that month.

Trillion Telephone Service - Centrex – Voice Over IP Service Level Agreement

Support Service. Trillion's goal is to provide carrier class service. Support services are provided for up to four authorized technical contacts that have been given access to the Trillion NOC. Trillion provides the ability to receive and process support cases 24x7. Hours for standard hours of operation are from 6 a.m. to 6 p.m. Central time, with emergency support 24 hours a day, seven days a week. The Trillion Network Operations Center is staffed for 24x7 network monitoring and WAN system management services.

On-site Service. Trillion provides onsite dispatch services if required to regain service. On-site dispatch is normally initiated in less than one hour after it has been determined that on-site assistance is required.

Corrective Action. Trillion will respond and begin corrective action when the following drops below the identified threshold for a given contracted WAN site. Performance of the Local LAN is not monitored nor corrected by Trillion

- (1) Centrex IP Service Availability drops below 100%
- (2) Packet loss between locations is greater than 1%

Availability Monitoring

Three monitoring cycles of no response shall constitute service unavailability and will trigger initiation of proactive outage notification procedures by Trillion. The proactive outage notification process involves notifying the Trillion NOC 24x7 for corrective action. If requested Trillion will deliver notifications to the Customer's specified point of contact via email alert and or phone call.

Product Updates. Trillion at its sole discretion will apply necessary maintenance patches or upgrades necessary to resolve critical issues. Trillion will maintain necessary backups of configuration files required to regain service in the event of equipment failure. Customer Voice mail files are the responsibility of the customer to backup to an alternate file server on premise if required.

Other Customer Obligations for Telephone Service – Centrex – Voice Over IP Service (also referred to as "Centrex IP").

Unless otherwise specified by Trillion, Trillion does not provide Ethernet switches, power, uninterruptible power supply equipment, or power over Ethernet Switches for IP phones.

Customer is required to purchase Trillion supported IP based phones to be used with the Centrex IP service.

Unless otherwise specified by Trillion, Customer is responsible for: 1) providing all analog phones and/or handsets; 2) placing all analog phones and/or IP phones and or handsets; 3) installing Personal Call Manager on Customer's computers; and 4) any connection to any Customer owned/leased legacy phone equipment. Customer may make a request that Trillion provide any of these under a Trillion Change Order Form at an additional cost.

Customers LAN must pass the Trillion network assessment that will be performed prior to service activation. If Customer declines to comply with the recommendations of a Trillion Network Assessment, Customer will be required to sign a waiver acknowledging such. The Customer shall assume all responsibility all voice quality issues. Trillions service provides Centrex IP services to a single Demarc location at a core MDF to each school and is not responsible for voice quality caused by LAN related issues.

Customers LAN equipment must be capable of prioritizing voice traffic and ensuring adequate quality of service necessary for voice operations. This includes zero packet loss, latency less than 50ms and zero jitter. Customer will be responsible for resolving LAN issues not meeting these specifications.

All Customer trouble reports, requiring an on-site visit by Trillion service employees, that are the result of Customer's own failure to maintain minimum requirements for call manager client computers, LAN, cabling, rack space, power, and ventilation will be billed at the Standard Billing Rate.

Customer is required to take all appropriate action to meet Customer's safety needs. Customer must obtain a voice grade line that includes 911 (E-911) access for each of Customer's locations from its local telephone service provider. Trillion is not responsible for providing this separate voice grade line from Customer's local telephone service provider.

Customer is required to maintain 911 (E-911) database with the local PSAP.

In the event that Trillion LEC Coordination services are not purchased by Customer, Customer is responsible for: ordering, installation, and cut-over of desired telephone company services including analog and/or digital trunks, DIDs, etc.; ensuring all telephone company services are provisioned accurately and installed on-time in accordance with the Trillion project implementation schedule; and ensuring all telephone company services are delivered, and extended if necessary, to the same physical location of Trillion's voice equipment, installed on-time in accordance with the Trillion project implementation schedule. Due to the fact that Trillion LEC Coordination services require much collaboration and shared responsibilities with the Customer, if such services are purchased by Customer, the parties' respective obligations will be determined at that time.

Trillion recommends that all IP phones be equipped with backup uninterruptible power supplies to extended survivability in the event of a power outage, this is typically done via a dedicated uninterruptible power supply for the phone or Power Over Ethernet ("POE") via Power over Ethernet patch panels or Power over Ethernet switches. It is Customer's responsibility to provide backup uninterruptible power supply power for any and all IP Phones.

Customer is required to provide all Coordinated Dialing Plan's and Call Flow. This should include all Intra and Inter and Long Distance dialing methods.

In the event that the Customer requests music on hold, it is the Customer's responsibility to install and provide a music on hold source to the system in a 8 bit 8Khz ccitt ulaw format.

Cabling toning and or documentation required for analog or IP phones is a separate service. Unless specifically requested and ordered by Customer, Trillion is not responsible for cabling any analog or IP phones.

ACCEPTANCE CERTIFICATE

Customer certifies that the Equipment and Services which are set forth in the Services Agreement dated and effective as of the ____ day of _____, 200____, by and between Customer and Trillion Partners, Inc., are accepted by Customer as of _____, 200____, which for purposes of the Services Agreement shall be the Commencement Date for the Services Agreement. Customer agrees to promptly certify the payment schedule, to be submitted by Trillion at a later date.

The School Board has conducted, or directed the signatory person below to conduct, such inspection and/or testing of the Equipment and Services as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment and Services for all purposes. School Board reaffirms their obligation to a) pay all amounts due and to become due and b) perform all other obligations under the Services Agreement, are absolute.

Trillion has provided the Services as warranted in the Services Agreement, and no event has occurred that would cause Customer to terminate the Services Agreement.

Standard Conditions of Acceptance

If Customer utilizes the Trillion Wide Area Network services at any time in any way for the provision of voice services, then the following paragraph shall apply: We understand that Trillion has requested that we obtain a voice grade line that includes 911 access for each of our locations from our local telephone service provider (which is not Trillion). We understand that Trillion is not responsible for providing this separate voice grade line from our local telephone service provider. We certify that we will take all appropriate action to meet our safety needs, and that we have the sole responsibility to obtain service from our local telephone service provider (which is not Trillion) for access to 911 services at each of our locations. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the undersigned, Customer, its successors and assigns, agree to hold Trillion Partners, Inc., its officers, directors, shareholders, representatives, affiliates, and employees, free and harmless from, and fully and completely indemnify each of them from and against, any obligations, costs, claims, judgments, reasonable attorneys' fees, and attachments to the extent arising from or attributable to the issues raised by this paragraph.

No valid handwritten alterations have been made to the typed print of this acceptance.

"Customer"

Trillion Partners, Inc.
"Trillion"

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Trillion Overview

Trillion provides Priority One E-Rate eligible broadband network services for the K-12 education market with the ability to begin deployment outside of the E-Rate cycle. Our services simplify the complexities of data, voice, and video convergence and provide network security and protection. Trillion has become the largest competitive service provider of fixed wireless and fiber wide area networks (WANs) for K-12 school districts in the country, with contracts for over 1,500 schools from coast-to-coast in the United States.

For school districts that require an education technology solution such as distance learning and multimedia learning, Trillion provides Priority One E-Rate eligible WAN and voice services specifically designed to meet the needs of the education market.

Trillion provides expert E-Rate support to school districts to help make sure that processes are followed correctly to receive funding. Our E-Rate experts will work with you, so that forms are filled out correctly and filed on time. Billing does not start until your network is installed. Because we offer our networks as a service, there are no capital expenses for you.

Voice-over Trillion Networks is a "centrex-like" converged voice service that enables you to use your broadband network to provide voice services to every classroom.

All Trillion services are supported by our network and security professionals in the Network Operations Center. Trillion network professionals become a virtual extension of your IT staff, managing the performance and availability of your service 24x7. You can also watch us work through the Trillion Customer Connect Web Portal. See the status of open cases and bandwidth utilization in real time. We work nights, weekends, and holidays so you don't have to.

Value System

One key to our success is our team's commitment to the Trillion Value System. Simply stated, the value system is who we are, how we act, and the foundation of our business.



Commitment Code and Customer Service

All Trillion Network services come with a Customer Commitment Code which guarantees total satisfaction with our services. Your satisfaction with our services is our number one priority. ***Our commitment to outstanding customer support has ranked us in the top 10% of all business to business service providers across the nation as rated by a leading customer satisfaction research firm.*** We continually strive to improve our service, and our commitment to you, our customer, is to provide you with the best possible experience through courtesy, respect, and prompt service commitments.

Value System

The Trillion Commitment Code begins with the Trillion Value System. It is the foundation on which we treat each other, our customers, and our partners.

Network Performance Commitment

Trillion's performance commitment locks in data, voice, and video quality on the Trillion Wide Area Network.

Availability Commitment

Trillion maintains contracted services at industry-leading availability standards and back up our commitments with financial penalties if we do not deliver.

SLA Commitment

For each month that the Trillion WAN service availability falls below the target (as calculated by the WAN services agreement), Trillion will apply a service credit based on the number of sites affected by the outage.

Support Commitment

- ▲ The initial support service request is responded to in less than one hour.
- ▲ Resolve and close all standard change requests within 24 hours.
- ▲ Notify a customer 48 hours in advance of any scheduled maintenance that results in the contracted services being unavailable.
- ▲ We believe a customer should not have to wait for support when calling the Network Operations Center.

On-Site Service

- ▲ Trillion's goal is to provide same day on-site technician coverage in the event of a major outage in concentration service areas.
- ▲ Trillion's goal is to have on-site dispatch initiated in less than one hour of an identified major network outage if required to regain service.

Ongoing Account Management

Trillion will provide each customer with a dedicated Account Manager who will provide you with a central point of contact for questions regarding your account and our service offerings.

E-Rate Support

Trillion WAN and Voice services are Priority One E-Rate eligible for K-12 school districts. Since 1997, we have assisted over 1,500 schools by providing step-by-step support throughout the cumbersome E-Rate process. Trillion's dedicated E-Rate staff will work with you, to the extent allowed by the E-Rate program, to ensure that your forms are completed accurately and are filed on time.

Management Bios

Trillion's team is staffed with highly skilled professionals and technicians. Trillion's Board of Directors and officers are seasoned telecommunications executives with decades of experience.

Bear Poth, President and CEO – A veteran of several successful telecommunications start-ups, Mr. Poth most recently served as the founding CEO of ClearSource, a Texas-based broadband company building over 1,200 miles of fiber optic and coaxial cable and servicing over 50,000 retail broadband connections.

David Nelson, CFO – Mr. Nelson brings over 20 years of leadership experience in technology and telecommunications companies and was most recently CFO of Salion. Prior to Salion, Mr. Nelson held executive positions with companies such as Hire.com, Merrin Financial, IMI Computing, and ITT Corporation.

Steve Davis, VP of Operations and Technology – Mr. Davis brings over 12 years of senior level and executive management. Previous to Trillion, Mr. Davis spent five years as the Vice President of Technology for venture-backed software company Hire.com. Mr. Davis was responsible for global hosting operations and product direction supporting 100 worldwide clients and over 300,000 users. Prior to Hire.com, Mr. Davis worked as a Director of Technology for a large K-12 school district with over 25K students, and a multibillion dollar healthcare organization.

Ken Proud, VP of Engineering and Construction – Mr. Proud has over 30 years of experience in various broadband industries. Most recently, Mr. Proud was Vice President of Operations, Construction, and Engineering with ClearSource, where he successfully drove the construction of over 1,200 miles of cable capable of serving 140,000 customers.

Scott Smyth, VP of Legal and Regulatory – Mr. Smyth is an attorney with over 15 years of experience specializing in telecommunications, broadband, and regulatory law. Mr. Smyth has served on the boards of directors of several telecommunications trade groups and most recently was a Senior Attorney at the Public Utility Commission of Texas. Prior to that, he held the post of Vice President of Legal and Regulatory Affairs for ClearSource.

Kevin Bethke, VP of Sales and Marketing – Mr. Bethke has over 20 years of sales and marketing leadership in both start-ups and large companies. Prior to joining Trillion, Mr. Bethke was the CEO of Interactive Video Technologies, a venture backed video content creation and distribution ASP targeted at K-12 and corporations. Mr. Bethke has also served as CEO for Hire.com, a venture-backed talent supply management ASP provider, and President and COO and VP of World Wide Sales and Marketing for Interact Commerce Corporation, a venture-backed market leading CRM software solution.

Financial Strength

Trillion has been providing wireless broadband services to the public sector since 1997. The company is privately held, financially secure, and backed by established investors, including Intel Communications Fund, Meritage Private Equity Funds, and Hexagon Investments.



Intel Communications Fund

The \$500 million Intel Communications Fund, managed by Intel Capital, was established in September 1999 and focuses on accelerating Intel voice and data communications and wireless networking initiatives. The fund targets companies developing basic communications and semiconductor components and boards, real-time operating systems, software tools and utilities, system level hardware and software, and wireless network services and channels. The Intel Communications Fund has made investments in 17 countries on five continents. Trillion continues to expand its involvement in education through joint initiatives with **Intel** including participation in the WiMAX Forum and Intel Model School program.



Meritage

Meritage is a Denver-based family of communications-oriented funds founded in 1998 with more than \$475 million of committed capital under management. Meritage has a strong portfolio of successful enterprises in the communications and technology segments.



Hexagon

Hexagon Investments is a private investment company with a diversified asset base of public and private holdings. Hexagon's private holdings include operating and for-sale real estate, oil and gas production and exploration properties, venture capital and private equity partnerships, early and growth stage operating businesses, and various forms of financing arrangements. Hexagon maintains offices in Denver, Colorado, and Milwaukee, Wisconsin.

References & Installations

The Company We Keep

Trillion has deployed services to over 1,500 sites across the United States.

Bloomfield School District

Sondra Adams
Director of Technology
325 N. Bergin Lane
Bloomfield, NM 87413
(505) 632-4336

WAN and Voice Services - 9 Sites

Widefield School District

Kent Tamsen
Technology Director
1820 Main Street
Colorado Springs, CO 80911
(719) 391-3023

WAN and Network Services - 17 sites

Barbour County School District

Scott Bush
Technology Coordinator
Court Square Courthouse
Clayton, AL 36016
(334) 775-3533

WAN Services - 6 sites

Charlotte County School District

Chris Bress
Director of Technology
1445 Education Way
Port Charlotte, FL 33948
(941) 255-0808 ext. 3118

WAN Services - 20 Sites

Nederland Texas ISD

Cindy Laird
Director of Instructional Technology
220 North 17th Street
Nederland, Texas 77627
(409) 724-4242

WAN, Network and Voice Services - 9 Sites

Marana Unified School District

Dan Hunt
Director of Technology
11279 West Grier Road / Suite 107
Marana, AZ 85653
(520) 616-4617

WAN Services - 18 Sites

Kings Canyon

Jerry Edmunds
Director of Technology
675 W. Manning Avenue
Reedley, CA 93654
(559) 637-1210

WAN Services - 15 sites

Copperas Cove ISD

Mr. Mike Wilburn
Director of Secondary Ed & Technology
703 W Avenue D
Copperas Cove, TX 76522
(254) 547-1227

WAN Services - 14 Sites

Region 8 Educational Service Center

David Mabe
Deputy Executive Director
2230 N. Edwards Avenue
Mt. Pleasant, TX 75456-1894
(903) 572-8551 ext:2602

WAN Services - 84 Sites

East Central BOCES

Mr. Floyd Beard
Executive Director
820 2nd Street
Limon, Colorado 80828
719-775-2342 X116

WAN Services - 20 sites

How Trillion Customers Use Their Secure Education Network

- ▲ Deploying Voice-over Trillion Networks to reduce circuit costs and provide communications services to every classroom.
- ▲ Streaming data from video cameras at schools to a central location for monitoring.
- ▲ Using the WAN to provide distance learning across the Web.
- ▲ Using the WAN to provide multimedia learning, such as interactive video training, from a central location within their own district and streaming the learning over the WAN.
- ▲ Deploying Web-based learning programs in their classrooms.
- ▲ Centralizing servers and applications at one or two central locations allowing all schools to use those applications via the WAN. Our customers have found this reduces hardware costs, administrative complexity and time.
- ▲ Centralizing backups and running those backups across the WAN.

Fast Ethernet Service

Leading Provider of Broadband Wireless Networks for K-12



With distance learning, rich media learning and security driving education technology decisions today, reliable high-speed bandwidth that supports voice and video has never been more critical for districts. Trillion enables student success by providing fast, convergence-ready Ethernet networks that support these key education applications.

Hundreds of schools agree: Last year, districts ranked Trillion in the top 10% of all business-to-business service companies in the country as rated by a leading independent customer satisfaction research firm. At Trillion, customer service is the foundation of our company.

High Speed Connections and Ethernet Interface

Are you bandwidth constrained? Many districts struggle with T1 connections which greatly limits how their network can be used. Trillion networks offer from 10 to over 600 times the speeds provided by a T1 network at a fraction of the cost on a per-megabit basis. Bandwidth options range from 10 Mbps to 1 Gbps. All of your sites are connected via point-to-point Ethernet connections.



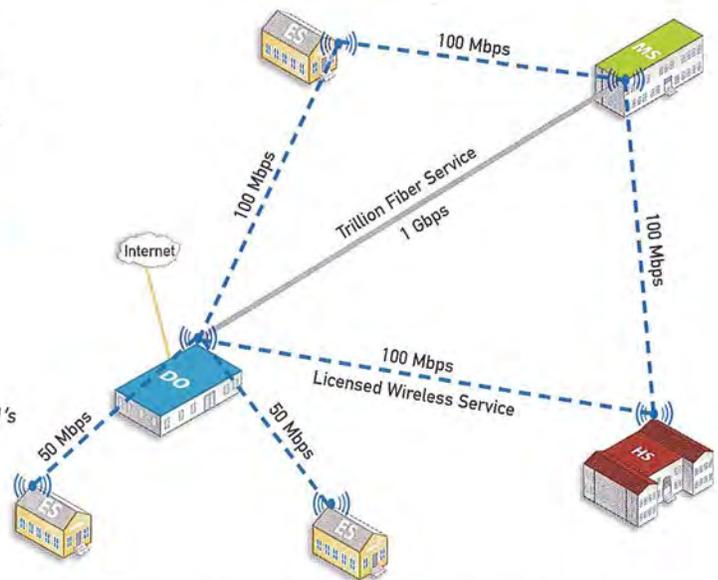
Trillion networks provides 10 to over 600 times the bandwidth of T1's

FCC Licensed Wireless, Fiber and Hybrid Networks

Trillion Engineers apply years of expertise to design and build a network that is ideal for your district. With Trillion, all of your sites are connected with either high-speed fiber or point-to-point FCC licensed radio frequency (RF).

Licensed RF is granted by the FCC and provides the holder of the license exclusive permission to use a designated frequency.

Trillion also provides hybrid networks that consist of both fiber and licensed wireless connections with each link "right sized" for district needs.



Trillion networks support star, ring, mesh and partial mesh topologies depending on district's needs.



DATA ▲ VOICE ▲ NETWORK ▲ SUPPORT SERVICES



Trillion network reprioritizes traffic to ensure excellent voice and video quality.

Quality of Service (QoS) for Clear Voice and Video

Trillion networks support data, voice and video simultaneously in a converged environment with QoS capabilities. QoS provides that your voice and video traffic receives priority on the network so that voice quality is clear and video images are smooth.

Trillion Customer Support and Visibility

■ 24x7

Trillion's Network Operations Center (NOC) provides 24x7 proactive monitoring of your network. If a problem occurs, a Trillion expert will immediately notify you and begin trouble resolution.

■ Customer Portal for Visibility

You have full visibility and communications via the Trillion Customer Connect Web portal. The Web portal provides real time and historical case

information with the ability to add comments and attach documents; real time and historical performance reports; online project status; and more.

■ Extension of your Team

At Trillion, our staff is an extension of your IT team, providing a solid network infrastructure so you can focus on other education technology initiatives. We work nights, weekends and holidays so you don't have to.

Service Level Agreements

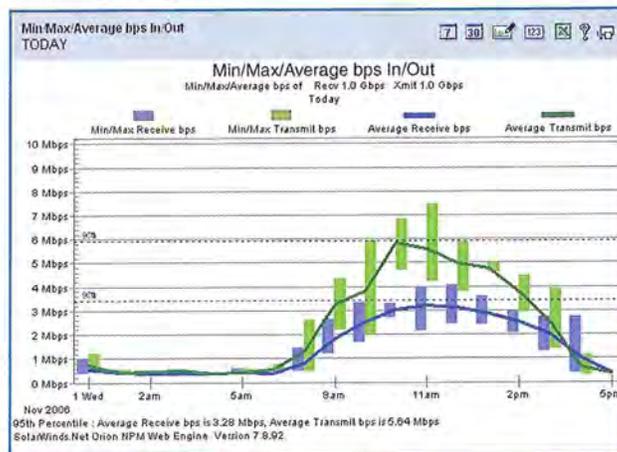
Trillion provides customers with a commitment code to deliver excellence and total satisfaction.

We help educators get out of the telecommunications business so they can focus on student success by providing a top educational environment to their students, faculty and administrators.

How Districts Use Trillion Networks

Trillion currently services over 1,500 schools across the nation including several large intrastate consortiums. With Trillion's high-speed bandwidth, customers use their networks to:

- Provide distance learning from other schools or universities, real-time across the Web
- Provide multimedia learning tools accessed across their WAN
- Centralize applications and servers to reduce administrative support/drive-time and improve backups
- Provide voice to every classroom using convergence
- Provide video conferencing
- Provide centralized video surveillance for increased student safety
- Provide access to Web-based applications such as student information systems and online testing.



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Austin, Texas 78758
Ph 512.334.4100 • Fax 512.334.4099
www.trillion.net

Trillion Centrex VoIP Service



Trillion Centrex VoIP services enable districts to economically provide a phone and voicemail service to every classroom – enhancing communication between teachers and parents and enhancing safety in schools.

You can take full advantage of convergence because Trillion delivers VoIP as a service, not as a hardware solution that you must purchase, install and operate.

Trillion's Centrex VoIP service is not your "typical" Centrex service and provides enhanced features including the ability to administer end user changes.

Challenges of Convergence

Despite the benefits of data and voice convergence, many school districts have experienced problems deploying a converged solution in their environment. Converged solutions require tight integration between the WAN, LAN and call management/voicemail systems. Most organizations underestimate the complexity of getting these systems to work seamlessly. Unlike a traditional telephony solution where voice travels on its own network, in a converged environment, the voice traffic must share the circuit with data traffic. Quality of Service (QoS) can be an issue if the devices are not configured correctly and the traffic is not continually monitored. Troubleshooting these issues requires convergence expertise – something many school districts do not have.

Benefits of Trillion's Feature Rich Centrex VoIP

■ Centrex VoIP

Because Trillion provides VoIP as a Centrex service, your solution will work – we hide the complexities of convergence from you and deliver dial tone, voicemail and other enhanced features to your district.

■ Reduce Costs

With Trillion services, you leverage your WAN for intra-district calls, eliminating the need for dedicated T1s or circuits at every site for all of your telephony traffic. Instead, calls are routed across your WAN and out a centralized location to the PSTN. Also, because IP phones can use the same cable that provides data access to the classroom, you can provide a phone to every classroom without adding cable.

Standard Features of the Trillion Voice Service

■ Dial Tone & Telephony/VM Features

Trillion provides dial tone to a demarc location within the schools MDF/IDF closet. The solution will support single site installations as well as installations with dispersed campuses or buildings. We provide standard telephony features such as caller id, call waiting, call transfer, call forwarding, redial, conferencing, call history and more. Voicemail features include call back, delete, forward, reply, and more.



DATA ▲ VOICE ▲ NETWORK ▲ SUPPORT SERVICES

■ Quality of Service

Trillion monitors for delay, jitter and dropped packets across the WAN which can impact voice quality. If Trillion provides your WAN service we resolve all QoS issues across the WAN.

■ Unified Messaging

The Trillion voice service integrates with Microsoft Outlook to provide Unified Messaging (UM). Voicemail messages are stored in the industry-standard WAV (Audio for Windows) format, allowing users to play them on multimedia PCs, attach them to email messages or embed them in other documents.

■ Desktop Call Manager Support

End users can use a Windows interface to manage call functions such as directory, speed dial, call history and more. The Personal Call Manager also integrates voicemail, calendar and database contacts with Microsoft Outlook.

■ Global Answering Control

Don't want phones ringing during class? Trillion's "Global Answering" feature allows you to automatically send all teachers' phone calls to a central office or to voicemail during class hours.

■ Mobility

With VoIP, teachers can "log onto" their phone in any classroom, enabling them to receive calls as though they were sitting at their desk. The Follow Me Find Me features also enable users to allow callers to find them on their cell phone.

■ Call Management and Administration

The call management central office application provides a single management interface for all voice applications across all locations. When a new user is added to the system, the user receives an extension, a voice mailbox and an auto attendant.

■ Operator Call Manager Support

Schools can provide a cost-effective, "high touch" level of personalized attention to callers by allowing one person to manage calls for multiple sites.

Trillion Customer Support and Visibility

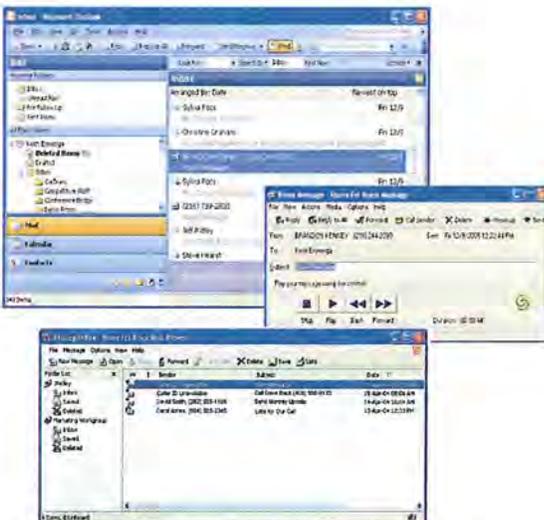
Trillion's Network Operations Center (NOC) provides 24x7 monitoring of the Centrex VoIP service. If a problem occurs, a Trillion expert will immediately notify you and begin trouble resolution. Trillion's service delivers dial tone availability, monitoring of the connectivity to your local exchange carrier and Quality of Service (QoS) monitoring across the wide area network.

You have full visibility and communications via the Trillion Customer Connect web portal. The web portal provides real time and historical case information with the ability to add comments and attach documents; real time and historical performance reports; online project status and more.

At Trillion, our staff is an extension of your IT team, providing a solid voice service – we work nights, weekends and holidays so you don't have to.

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Trillion provides customers with a commitment code to provide excellence and total satisfaction. We help educators get out of the telecommunications business so they can focus on student success by providing a top educational environment to their students, faculty and administrators.



Personal call manager integrates voicemail, calendar and database contacts with MS Outlook



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