

ATTACHMENT X-B: Approve the MapleNet Contract for Bandwidth and ISP services

Recommended Action: Approve as presented.

RELATED INFORMATION:

This contract will cost the district about 35 to 40% of its face value after E-Rate discounts. Currently, we are at about a 60% discount but that might increase depending upon our free and reduced lunch numbers.

MapleNet has a good history of working with a number of districts and has a service interruption clause contained within the contract as well. They have a positive track record working with iFiber as well. They are the lowest responsible bidder at \$8600/month for 200Mbps/connection via iFiber and 300Mbps internal connections between the K-4 buildings and the central campus. We anticipate the actual cost to be slightly less after the completion of a final engineering study. iFiber has also agreed to a discounted rate which MapleNet has agreed to pass through in its entirety. After the E-rate discount provided by the School Library Corporation (SLC) our monthly cost should be approximately, \$5,590.00. I also like the fact that we would have only one contractor to deal with.

Fox Valley Internet, Urbancom.net and Frontier Communications also provided quotes. Frontier Communications's quote didn't include Manchester, so should be considered non-conforming. Their monthly cost for 200 Mbps between the two K-4 buildings and the central campus was \$8719.00. Urbancom.net would want to be paid annually in advance. Urbancom.net completed their proposal after the deadline we had to file with the SLC for e-rate funding.

Provider	Intranet Proposal (& speed)	Internet Proposal (& speed)
MapleNet / MNW	\$4,300 (300Mbps)	\$4,300 (200 Mbps via iFiber)
Fox Valley	\$3,827 (200 Mbps)	\$6000 (200 Mbps)
Frontier Communications	\$8719 (200 Mbps)(not MES)	\$4980 (100 Mbps)
Urbancom.net	\$6534 (388 Mbps)	\$3481.66 (200Mbps via iFiber)

Please let me know if you have any questions.

TELECOMMUNICATIONS SERVICE AGREEMENT

This Telecommunications Service Agreement (the "Agreement") is entered into as of this 28th day of February, 2013 (the "Effective Date"), by and between MNW Telecom, Inc. ("MNW"), an Indiana company organized under the laws of the State of Indiana, with its principal place of business located at 4561 Pine Creek Road Elkhart, IN 46516, and North Boone School District., ("NBSD"), with its principal place of business located at 6248 N. Boone School Road, Poplar Grove, IL 61085. This Agreement sets forth the terms and conditions under which MNW will deploy and provide certain telecommunications and related services described herein (the "Services") for NBSD. MNW and NBSD may be individually referred to herein as "party" or collectively as "parties."

DEFINITIONS

"Certification" shall mean the verification by MNW, as acknowledged by NBSD, that the Services meet the performance requirements set forth in Attachment A.

"Deficient Minutes" shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the Service Level Standards that MNW is required to meet under the terms of this Agreement.

"Deficiency Credit" shall mean a credit against the monthly charges for minutes of outage experienced in a month as outlined in the table below:

Length of Service Outage (in hrs:mins:secs)	Credit for Service
0:00:01 – 4:00:00	0%
4:00:01 – 8:00:00	10%
8:00:01 – 16:00:00	50%
16:00:01 or greater	100%

"E-Rate" shall mean the Schools and Libraries Program of the federal Universal Service Fund administered by USAC that makes discounts available to eligible schools and libraries for telecommunications services, Internet access, and internal connections.

"Backbone Equipment" shall mean the MNW-owned service and related equipment deployed and maintained by MNW and used in the provision of the Services to NBSD.

"NBSD Equipment" shall mean the NBSD owned equipment which may be used by MNW to provide services to NBSD.

"Service Locations" shall mean the location(s) specified in Attachment A at which Equipment is deployed.

"Non Recurring Charge" shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed on Attachment A for the use of the Equipment.

"Monthly Service Fee" shall mean the monthly service charge listed on Attachment A.

"Outage Event" shall mean any outage or other loss of the Services, other than any outage that (i) is not reported by NBSD to MNW within five (5) days of occurrence, (ii) is less than one (1) hour in duration, (iii) is attributable to MNW's scheduled network maintenance, (iv) is attributable to failure or outage of related telephone circuits (whether ordered by MNW or NBSD), (v) results from NBSD's applications, equipment or facilities, (vi) results from any act or omission of NBSD or any user of NBSD's equipment or account, or (vii) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of MNW that by the exercise of reasonable diligence MNW is unable to prevent, (viii) results from MNW not having been granted site access by the NBSD, or (ix) results from NBSD'S unauthorized use of equipment or the Services.

"Site Access" shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") access to NBSD premise(s) provided to MNW for routine or emergency maintenance of the MNW network.

"Service Window" shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365").

"USAC" shall mean the Universal Service Administrative Company or any entity which in the future may be designated by the Federal Communications Commission ("FCC") to administer the federal Universal Service Fund program.

TERMS AND CONDITIONS

1. The Service, Deployment and Access.

- (a) The Services. Subject to and in accordance with the terms and conditions of this Agreement, MNW shall provide to NBSD at mutually-agreeable NBSD's designated locations the Services as defined in Attachment A, attached hereto and incorporated herein as part of the Agreement.
- (b) Deployment. MNW and NBSD will work together to deploy the services.
- (c) Governmental Approval. MNW shall use all commercially reasonable efforts to procure, process, or to receive any governmental licenses, permits, consents or approvals necessary for the deployment of the Equipment. All work hereunder shall be performed by an appropriately trained contractor.
- (d) Changes in Deployment. Attachment A includes network design that MNW has determined is necessary to provide the Services to NBSD as required by this Agreement. In the event that NBSD requests that MNW modify that design then NBSD shall be responsible for all costs and related charges associated with any such request and shall notify MNW in writing a minimum of 60 days prior to the requested modification date or as mutually agreed upon and signed by both parties. MNW shall only change the design referenced in Attachment A during down time as detailed in Section 3(d) and only in a manner that results in the equivalent or better service for NBSD.
- (e) Scalable Broadband Services. MNW's network may be expanded and capacity increased at any time during the term of this Agreement to meet NBSD's increased bandwidth requirements. NBSD shall request in writing the specific Service upgrades, MNW will provide a quote at time of request which must be signed by both parties before any expansion of this Agreement. As applicable, NBSD shall submit or work with MNW to submit to USAC any necessary filings including, without limitation, service substitution requests to obtain E-Rate funding approval for any requested Service upgrades or other changes to the Services provided under this Agreement. NBSD understands and agrees that it shall be responsible for the payment of all applicable fees, costs and related charges for and resulting from upgrades or changes to the Services regardless of whether E-Rate funding approval for the requested upgrades or changes is obtained.
- (f) Notice of Installation. MNW shall provide NBSD with prior written or electronic notice of the dates and times of when it intends to enter the Customer property. In addition, MNW shall be responsible for (i) ensuring that the installation of the Services or the Services them self do not infringe on or interrupt student activities and (ii) taking all appropriate safety measures, including fencing all construction areas, to ensure that School District students, staff and other users are not at an increased risk for injury as a result of the installation of the Services or MNW's use of NBSD's property.
- (g) Restoration of Customer Property. Following the exercise by MNW of any access rights granted herein, certain construction requirements may alter or damage certain elements of the land including ruts, concrete cracks, spoils, etc. MNW shall repair and restore NBSD's property to a condition that is approved in writing by the designated representative of NBSD. If MNW does not restore the property to such a condition with 60 days after NBSD sends notice to MNW requesting repair, NBSD may restore the property and MNW shall reimburse NBSD for such costs within 15 days after NBSD sends a written invoice to MNW.

2. Ownership of Equipment

- (a) Ownership. All radio equipment that is deployed to provide service to NBSD will be owned by MNW.
- (b) NBSD Equipment. The equipment for which NBSD owned and maintained prior to accepting this contract will continue to be owned by NBSD.

3. MNW Service Levels, Support, Maintenance and Indemnification

- (a) Availability Commitment. MNW shall use commercially reasonable efforts to maintain Services availability for NBSD 99.99% of the time. MNW shall not be responsible for a loss of service event attributable to any outage that is (i) is less than one (1) hour in duration, (ii) is attributable to MNW's scheduled network maintenance, (iii) is attributable to failure or outage of related telephone circuits (whether ordered by MNW or NBSD), (iv) results from NBSD's applications, equipment or facilities, (v) results from any act or omission of NBSD or any user of NBSD's equipment or account, or (vi) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, high winds, lightning, hurricanes, tornados, acts of God, or other or by any other cause not within the control of MNW that by the exercise of reasonable diligence MNW is unable to prevent, provided that MNW: (a) gives NBSD prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, (vii) results from MNW not having been granted site access by the NBSD, or (viii) results from NBSD's unauthorized use of equipment or the Services. At NBSD's request, MNW shall calculate the Deficiency Credit for any calendar month. MNW shall credit to NBSD's account as a refund the Deficiency Credit upon written request by NBSD.
- (b) Latency Commitment. MNW's goal is for round-trip transmissions between designated end-points to average thirty-five (35) milliseconds or less except during Outage Events ("Latency Commitment"). The foregoing Latency Commitment is measured by averaging sample measurements taken during the Service Window between core backbone routers.
- (c) Bit-Error Rate Commitment. MNW's network bit-error rate between designated end-points shall average 10^{-3} or less each day except during Outage Events ("Bit Error Rate Commitment"). Bit Error Rate Commitment is measured by standard, industry-accepted methods and measured during the Service Window between designated end-points. Upon written request of NBSD, for each minute in the Service Window for which MNW fails to satisfy its Bit Error Rate Commitment during a calendar month, MNW shall refund the total number of bit error rate minutes divided by the total number of minutes during the Service Window in that month.
- (d) Reporting Commitment. MNW shall provide NBSD at least seven (7) days advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 1:00 a.m. to 6:00 a.m. local time. Notice of other scheduled maintenance outages will be provided to NBSD's designated point of contact by telephone, e-mail, fax, or pager as elected by MNW.
- (e) Throughput or capacity measuring method. Both parties agree that the method used to measure throughput shall be by connecting a computer to a core switch, and at the remote endpoint connecting another computer, both utilizing the Jperf application. The test shall be performed using the TCP protocol, and the buffer length shall be set to 2 MBs. Each test shall be performed for no less than 15 secs from each endpoint. The actual measured results should compare within 15% to the throughput table included in attachment E, attached hereto and incorporated herein as part of the Agreement.
- (f) MNW Response Times. MNW shall provide a NBSD support service contact point. MNW shall respond by any reasonable method within four (4) hours to any NBSD notification, made to the specified contact point, of any failure of any Equipment to meet MNW's published specifications for the Services.
- (g) Safety. MNW acknowledges that the services provided to NBSD are of a mission critical nature and all reasonable efforts shall be made to restore service as quickly as possible. NBSD agrees that the final judgment of the safety of the working conditions at any time shall rest with the MNW field technicians.
- (h) Insurance. During the term of this Agreement, MNW, at its sole cost and expense, and for the benefit of the NBSD, shall carry and maintain, with companies and in forms reasonably satisfactory to NBSD, comprehensive general liability and property damage insurance, insuring against all liability of MNW arising out of installing and providing the Services, with a minimum combined single limit of Two Million (\$2,000,000.00) dollars per occurrence. Such policy shall name NBSD, its Board, Board members, employees, agents and successors as an additional insured and provide that it is primary to, and not contributing with, any policy carried by MNW covering the same loss with a waiver of subrogation in favor of NBSD. MNW shall provide NBSD with certificates of insurance and/or copies of policies reasonably acceptable to NBSD evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling NBSD to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to NBSD.

4. NBSD'S Obligations.

(a) Payment

- i. *Monthly Service Fee.* MNW shall invoice NBSD each month in advance for the Monthly Service Fee as shown in Attachment A. NBSD shall pay such monthly invoices in full, without setoff or reduction, by the due dates listed on the invoices.
- ii. *Taxes.* NBSD is a tax exempt organization. Federal excise tax does not apply to NBSD and State of Illinois Sales Tax does not apply. The amounts to be paid to MNW hereunder are inclusive of all other taxes that may be levied, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed upon the Services. MNW shall be responsible for any taxes levied or imposed upon the income or business privileges of MNW and personal property taxes on MNW owned and provided equipment which shall be paid for by MNW.
- iii. *E-Rate Discounts.* NBSD shall be responsible for payment to MNW of the total cost of Services as invoiced monthly by MNW. If NBSD is obtaining discounted services from MNW through the E-Rate program, NBSD may elect to have MNW invoice NBSD for only the non-discount portion of the Services. NBSD shall notify MNW, prior to the start of Services, whether it wishes to be invoiced for the full amount or only the non-discounted amount of the Services. If NBSD wishes to change the invoicing method, it must notify MNW in writing at least sixty (60) days in advance of the requested change date.
- iv. *USAC Invoicing.* NBSD shall cooperate with MNW to timely submit any filings required to ensure that MNW is able to (1) submit invoices to USAC for E-Rate funding support applicable to the Services, and (2) receive timely payments from USAC for the discounted portion of the Services.

(b) E-Rate Compliance

- i. *Compliance with Program Rules.* To the extent that E-Rate support is utilized to obtain Services, NBSD agrees to submit all necessary filings, take all necessary actions, and refrain from taking prohibited actions to ensure that it remains in compliance with E-Rate program requirements. If NBSD's actions or failure to act, in any manner whatsoever, causes it to no longer qualify for E-Rate support, NBSD shall be solely and fully responsible for full payment of the undiscounted cost of the Services being provided pursuant to E-Rate discounts.
- ii. *Prohibition on Resale.* NBSD shall not sell, resell or transfer for consideration, unless specifically authorized to do so under E-Rate program requirements, any Services that are provided by MNW to NBSD at a discount under the E-Rate program.
- iii. *Recordkeeping.* NBSD shall retain all documents related to its application for E-Rate support and compliance with E-Rate requirements for the minimum period of time required under the E-Rate program regulations. NBSD agrees to provide any such documentation related to MNW's Services for inspection upon MNW's reasonable written request.

5. NBSD'S Warranties, Representations and Indemnification.

- (a) Warranties and Representations. NBSD warrants and represents that NBSD shall use the Services only for the originally intended purpose(s), in accordance with this Agreement, and all applicable laws, and NBSD shall make all payments required herein plus any and all applicable Taxes. To the extent that E-Rate support is utilized to obtain Services, NBSD warrants and represents that it has complied with all applicable requirements of the E-Rate program.
- (b) Party Indemnification. Each party hereby agrees to indemnify and hold harmless the other party with respect to any third-party claims, demands, or action arising from this service Agreement to the extent that the indemnifying party's negligent or wrongful acts or omissions give rise to said third-party claims, demands or actions. Such indemnification hereunder shall include, but shall not be limited to, disputes related to the FCC or any State Public Utilities Commission rules. Indemnification hereunder shall cover, but is not limited to, costs and attorney fees incident to any of the foregoing.
- (c) No Consequential Damages. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER PARTY SHALL BE HELD RESPONSIBLE TO THE OTHER PARTY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR OTHER FORMS OF INDIRECT DAMAGES INCURRED BY REASON OF A BREACH OF OR THE EXPIRATION OR TERMINATION OF THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION HEREUNDER OR FOR ANY OTHER REASON, REGARDLESS OF WHETHER SUCH INDIRECT DAMAGES ARISE IN CONNECTION WITH A CAUSE OF ACTION PURSUANT TO A CONTRACTUAL BREACH, TORTIOUS CONDUCT OR OTHERWISE.

6. Contact Us.

- (a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested, or (iii) when delivered (and receipted for) by an overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.

7. Term and Termination.

- (a) Services Term of Agreement. The initial term of Services under this Agreement (the "Term") shall begin when the Services commence and, unless earlier terminated as hereinafter provided, shall expire on the last day of the sixtieth (60th) month succeeding Service commencement ("Expiration Date").
- (b) Termination by NBSD. If MNW repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, NBSD may terminate this Agreement by written notice to MNW. NBSD shall give MNW thirty (30) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that MNW commences to cure and diligently pursues cure during that thirty (30) day period, then NBSD may not terminate this Agreement
- (c) Termination by MNW. If NBSD breaches this Agreement, and following a minimum thirty (30) day written notice to NBSD, MNW reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just cause as provided for by this Agreement, and providing the cause has been fully declared to NBSD, allowing NBSD ninety (90) days to cure said cause.

- 8. Governing Law.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws principles.

9. Miscellaneous.

- (a) Entire Telecommunications Service Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto.
- (b) No Third Party Beneficiaries. This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the MNW Indemnified Parties.
- (c) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.
- (d) Assignment. Neither party may assign this Agreement without receiving the written approval from the other party.
- (e) Attorney Fees. In the event any action or proceeding is brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable costs and attorney's fees incurred in such action or proceeding, including any such fees and costs of appeal.
- (e) NBSD Contact. NBSD shall designate a Representative who shall have the authority to represent and bind NBSD in all of its dealings with MNW, and shall serve as a contact person in the event that MNW needs to contact NBSD for any reason. Representative's contact information is as follows:

Name: Jerry Rudolph_____

Title: Computer/Electronic Info Technician_____

Address: 6248 N. Boone School Road_____
Poplar Grove, IL 61065_____

Telephone: 815-543-6708_____

Facsimile: _____

E-mail: rudolphj@nbcusd.org_____

- (f) Replacement of NBSD Representative. In the event that NBSD replaces Representative, it shall appoint a new Representative and provide MNW written notice of such change and the new Representative's contact information within five (5) days.
- (g) Counterparts. This Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Agreement.
- (h) Additional Understandings. Attachment D, attached hereto and incorporated herein as part of the Agreement, contains additional understandings between the parties.

10. Communication Towers

- (a) Ownership. Communication towers constructed for the provisioning of services in attachment A are owned by MNW.

MAINTENANCE

1. MNW Obligations.

(a) Maintenance and Repairs. During the term of this Agreement, and any renewal or extensions thereof, MNW shall, at its sole cost and expense, keep in good working order, condition, and repair the microwave equipment and all component parts thereof including electronics and transmission equipment, it being understood that NBSD shall not be responsible for the making of any improvements, maintenance, and/or repairs of any type, kind, or nature whatsoever upon MNW supplied equipment or any component part thereof except the NBSD supplied equipment specified in Attachment B, attached hereto and incorporated herein as part of the Agreement. MNW will at its own expense inspect the system bi-annually during the life of this agreement.

(b) Background Checks. MNW, at its sole cost, shall conduct background investigations of all MNW employees, contractors, agents or others who will interact in proximity to NBSD's students, and, in accordance with Section 10-21.9 of the Illinois School Code, shall provide results of each background investigation to NBSD, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. MNW shall not allow anyone to work under this Agreement whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. In the event MNW fails to comply with the provisions of this Section and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee or agent of MNW, then MNW agrees to fully defend and indemnify, including the reimbursement of attorney's fees and costs, the NBSD against any such claims.

(c) Hold Harmless. MNW shall defend, hold harmless and indemnify NBSD against any claims, costs, losses, damages or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against NBSD to the extent based on an allegation that: (i) MNW products infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) a defective MNW product directly caused death or personal injury; provided that NBSD did not alter, modify, or otherwise change the MNW product that gave rise to such claim. If NBSD's use of the MNW products is restricted as the result of a claim of infringement, MNW shall pursue one of the following: (i) substitute other equally suitable MNW product; (ii) modify the allegedly infringing MNW product to avoid the infringement; (iii) procure for NBSD the right to continue to use such MNW product free of the restrictions caused by the infringement; or (iv) take back such MNW product and refund to NBSD the license or other fee previously paid for such MNW product depreciated on a straight line basis over twelve (12) months and terminate NBSD's license to use such MNW product.

2. NBSD Obligations.

(a) Network Monitoring. During the term of this Agreement, and any renewal or extensions thereof, NBSD shall, at its sole cost and expense, monitor the network twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") and provide notifications to MNW of outages, SNMP traps and error conditions as mutually agreed upon.

(b) Remote Access. During the term of this Agreement, and any renewal or extensions thereof, NBSD shall, at its sole cost and expense, provide remote VPN Access twenty-four (24) hours a day, seven (7) days a week, three

hundred sixty-five (365) days a year ("24x7x365") to MNW for the sole purpose of diagnosing and monitoring the microwave data network.

(c) Electrical Power. During the term of this Agreement, and any renewal or extensions thereof, NBSD shall, at its sole cost and expense, provide 110 volt AC electrical service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") to MNW supplied equipment for the sole purpose of providing network services to NBSD.

(d) Tower Rent. NBSD agrees to pay all site access fees, tower rents, etc.

(e) Financial Reporting. NBSD agrees to provide MNW financial reports needed by MNW to secure funding for the network hardware.

(f) Maintenance and Repairs of NBSD owned Equipment. During the term of this Agreement, and any renewal or extensions thereof, NBSD shall, at its sole cost and expense, keep in good working order, condition, and repair the equipment and related infrastructure documented in Attachment B, it being understood that MNW shall not be responsible for the making of any improvements, maintenance, and/or repairs of any type, kind, or nature whatsoever upon the items contained within that list. Any such work shall be billable at MNW's standard hourly rates. Replacement components and parts will be provided by MNW to NBSD at or below retail pricing.


ATTACHMENT A

Narrative Description: Wireless Wide Area Network (WAN) Service including 300Mbps Ethernet Connections between North Boone High School, 17823 Poplar Grive Road, Poplar Grive, IL 61065 and each of the listed sites below. Provide 200Mbps backhaul and 200Mbps iFiber internet connection to NBHS from iFiber point of presence in Belvidere, IL.

WAN Service Descriptions & Pricing			
A Side	Z Side	Speed	Monthly Rate
Capron Elementary School 200 N. Wooster Dr. Capron, IL. 61012	NBHS	300Mbps	
Manchester Elementary School 3501 Blaine Road Poplar Grove, IL 61065	NBHS	300Mbps	
Poplar Grove Elementary School 208 N. State St. Poplar Grove, IL 61065	NBHS	300Mbps	
TOTAL MONTHLY WAN CHARGE:			\$ 4,300.00

Internet Service Descriptions & Pricing			
A Side	Z Side	Speed	Monthly Rate
iFiber Node Belvidere, IL	NBHS	200Mbps	
TOTAL MONTHLY INTERNET CHARGE:			\$ 4,300.00

MNW Telecom, Inc.


By: 

Name Gene Crasie

Title PRESIDENT

Date 3-5-2013

North Boone School District

By: 

Name Steven M Borch

Title Superintendent

Date 3-5-2013

**ATTACHMENT B
EQUIPMENT OWNED BY NBSD**

- All Equipment installed before March 5, 2013 is assumed to be the property of NBSD.
- NBSD will provide connectivity to North Boone Middle and Upper Elementary Schools.

ATTACHMENT D

Additional Understandings

- Both parties understand that 200Mbps iFiber connect fee is being passed through at cost with no markup so that any future price increase or reductions will be directly passed on to NBSD.
- Availability of an iFiber access location in Belvidere, IL as well as approval from the building/structure owner to deploy a microwave link from that location either on the roof or by use of a small communication tower. The microwave equipment installed at the iFiber location will require less than 100 watts of electrical power at 120vac and will be supplied by either iFiber or the building owner.
- Availability to utilize the water tower in Belvidere as a relay location at no cost to NBSD or MNW. NBSD staff will assist MNW with an agreement to utilize the water tower for the purpose of deploying connectivity for NBSD. MNW will install two microwave dish antennas on the water tower, one point towards the iFiber access location and a second pointing towards NBHS. MNW will install an environmentally protected enclosure near the base of the water tower to protect the microwave and network equipment. Electrical service should be provided by the water tower owner at no cost to the school or MNW. No provisions have been made in the contract price for third party inspections of the water tower installation.
- System design is preliminary and subject to change. Upon verbal approval to proceed, MNW will perform a detailed site survey, meeting with iFiber representatives, and using cranes and man lifts accurately determine ultimate requirements for successfully deploying the system.
- Hand off from MNW equipment to NBSD network will be via 1000Mbps copper or fiber interface. No additional provisions have been made to upgrade any NBSD infrastructure to support the deployment of a 300Mbps WAN and 200Mbps internet connection.
- There are several other contingencies that are outside of the control of MNW or NBSD and they include:
 1. FAA approval of any antenna structures required
 2. Local Zoning and permitting approval of antennas and/or tower structures
 3. Availability of FCC licensed spectrum
 4. Ability to achieve line of sight between 2 or more locations
 5. Access to Belvidere Water Tower at no cost to NBSD or MNW
 6. Access to rooftop/building of iFiber access point



Fox Valley Internet is happy to respond to the RFP for Wireless Wide Area Network Services for the North Boone School District in Poplar Grove, IL.

Fox Valley Internet is able to provide a cost effective, reliable, fast, WAN, for the School District. Since acquiring North Boone Broadband in January 2010, Fox Valley Internet has supplied the WAN while the network has been managed by a variety of employees and consultants. Fox Valley Internet has work with school personnel to help assess the needs and issues within the school infrastructure. We are happy to respond to the opportunity to this RFP and a continued relationship with NBSD.

Fox Valley Internet is a vendor in good standing with the federal E-Rate program. We currently only work with one customer under this program, the North Boone School District. Our Service Provider Identification Number (SPIN) is 143013336. We are currently certified for the 2012-2013 school year. We certify that we will go through the process to be certified for all service years covering this contract. North Boone School District is assured that they will be able to collect from the program.

Fox Valley Internet currently provides Wireless Internet Services to 4000 residential and commercial customers in the Northwest area of Illinois. References include:

<u>Business Name</u>	<u>Contact</u>	<u>Telephone number</u>
Business Only Broadband	Shane Hampton	630-460-4953
Federal Signal Corporation	Ted Stoddard	630-954-2250
Access Media 3		630-230-0555
Hyatt Place Hotel	Jay Slaboch	847-839-1800
Vision Quest America	Brian Armstrong	630-346-0842
Fraternite Notre Dame	Sister Mary Valerie	917-612-9180
Bearco Management Company	David Bear	847-429-6900

Additional references available upon request

Founded in 1996, Fox Valley Internet has earned a reputation of providing high quality Internet services at affordable prices within the residential and commercial space. Fox Valley Internet is both an Internet access provider and an Internet presence provider. From the start, Fox Valley Internet has been a leading force in providing innovative Internet solutions including:

- Elgin's first locally owned and operated ISP (Internet Service Provider)
- Affordable SLIP and PPP dial-up services in 1996
- The first personal web space with a Dial-up account in 1996
- Web hosting packages starting in 1996
- ISDN Broadband connectivity in 1997
- Commercial web site hosting and design in 1998
- Affordable business broadband from 56k to T1 beginning in 1996
- 2002 - Wireless Broadband Internet services provided to Elgin, Huntley, St. Charles, and Hampshire
- 2003 - Wireless Network expanded in to West Dundee, Carpentersville, and South Elgin
- 2004 - Expanded Wireless Network in to Union, Wasco, and added locations in Elgin
- 2005 - Expanded Wireless Network in to Elburn
- 2006 – Listed in Top Internet Service Providers - The Business Journal
- 2006 - Expanded Wireless Network in to Pingree Grove and Marengo
- 2007 - Expanded Wireless Network in to Virgil
- 2008 – Acquired Freedom Access and began providing service to Lakewood. Also expanded the network to include service to Burlington and Hoffman Estates

- 2009 - Expanded Wireless Network in to Maple Park
- 2010 - Acquired North Boone Broadband and began offering service in Poplar Grove, Capron, Caledonia, Belvidere, Garden Prairie, and Genoa

Today Fox Valley Internet provides Internet connectivity for 4000 customers via their wholly owned wireless network. By building and owning our entire network we do not have to answer for the outage of other vendor and suppliers. Our network is fully redundant from power, to multiple gateways to the Internet cloud, to multiple paths to / from each of our transmission locations. All systems are fully monitored 24/7.

For residential customers, customer service generally consists of helping people with their own personal computer issues, viruses, etc. Customer Service technicians respond to these calls from 7:00 AM to midnight. Commercial customers have access to a 24/7 hotline in addition to the resources of our standard call center.

Fox Valley Internet's 13 employees fully support the needs of our expanding customer base. With an annual revenue of \$2M Fox Valley Internet is among the largest and most successful of Wireless Internet Service Providers in the nation. Our suite of Policies & Procedures, our Training and Tools enable us to provide a high quality, cost effective solution to satisfy the diverse needs of our customer base.

For the past 4 years Fox Valley Internet has experienced a good working relationship with the North Boone School District. Through our 16+ years of business we have also supported the needs of the U46 School District Planetarium, the Itasca School District, and the Indian Prairie School District in Aurora.

Fox Valley Internet offers a 100% uptime SLA. Prorated service outage credits for outages as applicable. This SLA does not cover acts of God. Fox Valley Internet will respond within 1 hour to any reported outage. We will make every effort possible to restore service prior to the start of a school session. Fox Valley Internet is available to respond to outages 24/7. All outages are considered an emergency.

Fox Valley Internet uses Nagios to provide constant monitoring of all critical services and equipment to ensure 100% network availability. In the case of an outage multiple technicians are notified and are responsible to respond 27/7. RFO's are produced after resolution of each outage in an effort to continually improve our reliability.

Our maintenance window is from 1:00 AM to 5:00 AM on Wednesday mornings if needed. Web based communication is available announcing when we are planning to make use of the maintenance window and describing what services would be affected.

All proactive and emergency maintenance / Service Calls are included in the proposal. All leased equipment is covered by insurance and will be repaired / replaced at no additional cost to NBSD.

Fox Valley Internet understands that North Boone School District expects to have this wireless WAN installation completed by the summer of 2013 – after July 1, 2013 for E-Rate purposes. This expectation can be met.

Fox Valley Internet agrees to pay all of its workers on this project and prevailing wages for Boone County, Illinois. The prevailing wage schedule is available from the courthouse of Boone County- Belvidere, Illinois.

Fox Valley Internet certifies that their workers are drug-free. Certification can be provided for workers involved with this project.

Fox Valley Internet certifies that we have never been alleged nor convicted of bid tampering or rigging. There has never and is not currently any compensation provided to North Boone School District employees nor consultants on this or any other project.

Fox Valley Internet operates in a Discrimination Free environment. We do not discriminate against any of its workers or anyone according to race, creed, gender, or other factors. We provide equal opportunity without discrimination in its business activities.

Fox Valley Internet carries the necessary Worker's Compensation and Liability insurance to satisfy the limits outlined in the RFP. Insurance certificates can be produced when appropriate.

All work performed under the agreement will be completed taking reasonable care to avoid any damage to North Boone School District property. Any existing damage will be noted and reported including any damage caused by our work. Fox Valley Internet acknowledges that we shall take direct responsibility to repair/replace and damage caused by our work including clean up after the work and restoration of premises to the order it was found.

Fox Valley Internet acknowledges the any contract resulting from this RFP is not assignable without the written consent of North Boone School District.

Fox Valley Internet understands, acknowledges, and agrees to the RFP requirements stated below:

- If the successful vendor is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the School District may consider the successful vendor to be in default. In the event of default, the District will provide the successful vendor with written notice of default, and the successful vendor will be provided twenty (20) calendar days to provide a plan to correct said default.
- If the successful vendor fails to cure said default within twenty days, the District, among other actions, may complete the system through a third party, and the successful vendor shall be responsible for any amount in excess of the agreement price incurred by the District in completing the system to a capability equal to that specified in the contract.
- North Boone School District reserves the right to terminate the contract/purchase order immediately in the event that the vendor discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds. Failure of the vendor to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by North Boone School District. Notwithstanding anything to the contrary contained in the contract/purchase order between North Boone School District and the vendor, North Boone School District may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the vendor. If the termination clause is used by North Boone School District, the vendor will be paid by North Boone School District for all scheduled work completed satisfactorily by the vendor up to the termination date set in the written termination notice.

Thank you for the opportunity to respond to this RFP. We look forward to continuing our successful relationship with the North Boone School District.

Sincerely,

John W. Diem
Fox Valley Internet

Attachment A - Pricing

Option 1:

Connect three (3) school buildings to the Middle School head end via 50 Mbps Licensed Wireless links

The turnkey cost of a 3-year managed lease is \$3083 per month.

The turnkey cost of a 5-year managed lease is \$2150 per month.

Option 2:

Connect three (3) school buildings to the Middle School head end via 100 Mbps Licensed Wireless links.

The turnkey cost of a 3-year managed lease is \$3578 per month.

The turnkey cost of a 5-year managed lease is \$2847 per month.

Option 3:

Connect three (3) school buildings to the Middle School head end via 200 Mbps Licensed Wireless links.

The turnkey cost of a 3-year managed lease is \$4814 per month.

The turnkey cost of a 5-year managed lease is \$3827 per month.

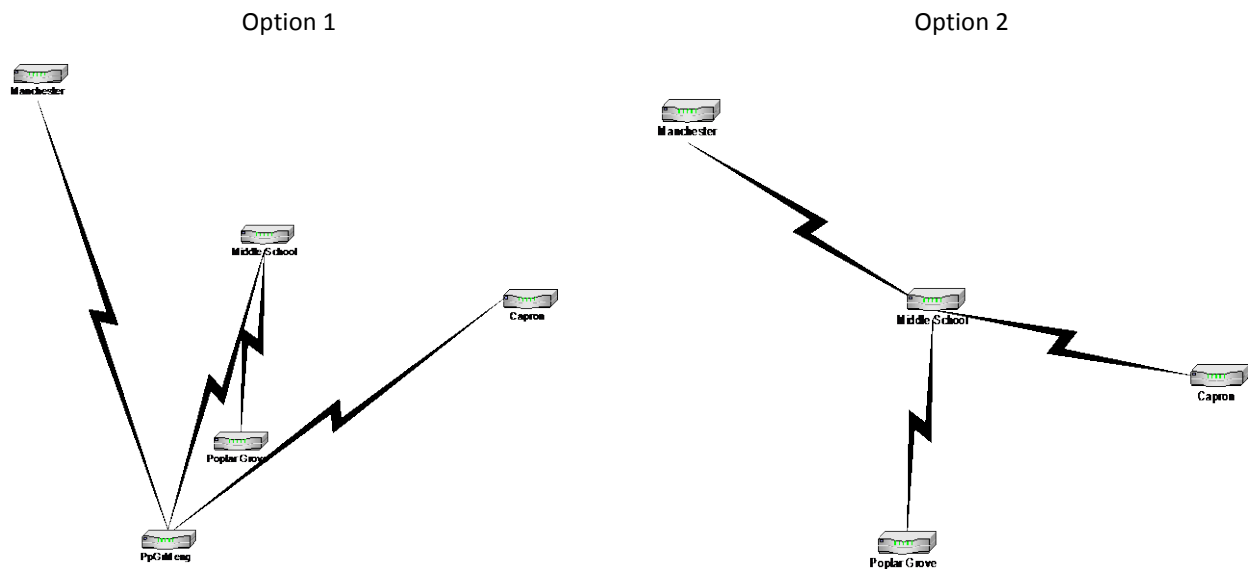
Internet:

Connect head end to the Internet Cloud via 50 Mbps Licensed Wireless link - \$1500 per month.

Connect head end to the Internet Cloud via 100 Mbps Licensed Wireless link - \$3000 per month.

Connect head end to the Internet Cloud via 200 Mbps Licensed Wireless link - \$6000 per month.

Attachment B - Visio Drawing



With option 1 no tower construction will be required at any of the school locations. Fox Valley Internet has lease agreements with the “relay” tower (PpGrMeng) with a term in excess of 5 years

This option requires rooftop tower construction at the Manchester and Capron Elementary schools and possibly an additional 10' added to the Middle School tower.

- All Licensed links will be the 11GHz Horizon Compact model from Dragonwave
- A discussion on router functionality needs to take place to determine which model satisfies the needs of the school side of the network. From basic to full support models include Netgear FVS318G, niper SRX220, Juniper 210HE, or NetVanta 1335. While a basic \$99 router from Netgear will satisfy the needs of the WAN the school may define needs that require a more feature rich model.
- Network design include a block of 64 IP addresses

Attachment C – Contract

Agreement for Wireless Internet Access

This WIRELESS INTERNET ACCESS AGREEMENT (this "Agreement") is entered into this _____ day of _____, 2013, between Fox Valley Internet, Inc. ("FVI"), and North Boone School District ("Client").

1. FVI shall provide Client with a wireless connection to the Internet (the "Connection") with a synchronous speed of _____ Mbps. In consideration for the Connection, Client shall pay FVI a monthly access fee of \$ _____ each month during the term hereof due upon Client execution hereof. FVI will loan to Client such equipment as may be necessary to establish and activate the Connection, which may include, but shall not be limited to, receiving antenna, radio equipment, router, and the demarcation point (the "FVI Equipment").
2. Payment for service can be in the form of Major Credit Card (we accept Visa, Master Card and American Express), check, or cash. The e-rate system will be supported as applicable.
3. Client agrees to comply with FVI's published acceptable use policy in respect to all use of the Connection.
4. Client understands that wireless Internet connectivity requires a quality radio signal. In the event that service is disrupted, FVI will attempt to reconfigure the equipment to restore service. If service cannot be restored within 3 days of Client's notice to FVI of a service interruption, either party may terminate this Agreement. Upon any termination of this Agreement pursuant to the preceding sentence, Client shall receive a refund of a pro rata portion of the service fee for any period in excess of one (1) hour that Client has paid for service, but the Connection was not operational.
5. The term of this Agreement shall commence on the Activation Date and shall end ____ months after the Activation Date. Unless notice is given by either party to the other not less than thirty (30) days prior to the end of the initial term, this Agreement shall automatically be renewed for additional term(s) of thirty (30) days in length until such time as either party provides said thirty (30) day notice of termination. FVI may change the monthly charges payable under this Agreement for any renewal term by notifying Client at least thirty (30) days prior to the beginning of any renewal term of such a rate change. In the event that the Activation Date is delayed as a result of Client's failure to provide access or any site condition necessary to make the Connection operational, the term of this Agreement shall commence on the date on which FVI first attempts to install the FVI Equipment.
6. Client will be invoiced monthly in advance for all amounts due and owing to FVI. All payments are due within 30 days after the date of such an invoice. Client's use of the Connection may be suspended if payment is not received by FVI within 60 days of the date of such an invoice.
7. If Client terminates this Agreement anytime after the initial thirty (30) day period, but before expiration, Client will pay a lump sum equal to the remaining term of the contract, plus any additional fees for disconnection and removal of equipment from client premises.
8. Through the Connection FVI provides Client access to the Internet. Client hereby acknowledges that the Internet is a separate and independent network of computers which is not owned, operated or managed by FVI or in any way affiliated with FVI or any of its affiliates. Client's use of the Internet shall be solely at Client's own risk and is subject to all applicable local, state, national, and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies, and systems, many of which are beyond FVI's authority and control.
9. The Connection and FVI's network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by FVI to be inappropriate or improper, such as transmitting bulk e-mail messages. If Client's use of the Connection is terminated by FVI for violation of FVI's acceptable use policy, Client shall pay, immediately, a lump sum equal to their remaining contract term plus a fee assessed for the extra time and effort for FVI's staff enforcing the Acceptable Use Policy (AUP).
10. FVI makes no warranty, express or implied, including, but not limited to, that the Connection is suitable for a particular purpose. FVI shall not be responsible for any loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption, however caused. Use of any information obtained through FVI's network shall be at Client's own risk. FVI specifically disclaims any responsibility for the accuracy or quality of information obtained through the Connection.

11. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes and other situations, including mechanical or electronic breakdowns, may result in temporary impairment or interruption of service. As a result, FVI does not guarantee continuous or uninterrupted service and reserves the right, from time to time, to temporarily reduce or suspend service without notice. Client shall indemnify and hold FVI and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities and fees incurred as the result of interruptions or omissions of service under this Agreement.
12. Client consents to the periodic monitoring of Client's use of the Connection and FVI's network by FVI as may be reasonably required by FVI to conduct its quality control activities for the benefit of both the Client, as well as FVI's other Clients and Business Partners.
13. Upon the occurrence of a breach by Client of any provision hereunder, FVI reserves the right, in addition to any other remedies which may be available to it, to terminate this Agreement and the services to Client thereunder. Client agrees to pay all costs incurred by FVI in enforcing the terms of this Agreement, including, but not limited to reasonable attorney fees. In the event of any litigation arising out of this Agreement, the other party shall indemnify the prevailing party for all costs incurred in such litigation, including, but not limited to, reasonable attorney fees.
14. This Agreement is deemed to be entered into in the State of Illinois and the parties agree that any dispute arising under this Agreement shall have its venue in Kane County, Illinois and any such dispute shall be governed by and constructed in accordance with the laws of the State of Illinois.
15. FVI may assign this Agreement without Client's prior consent and all of FVI's rights, title, and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Client except with the written consent of FVI. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
16. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, FVI may refer to Client as its customer.
17. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
18. All notices, elections and waivers required or otherwise given hereunder shall be in writing and shall be served, unless otherwise provided, on the parties or their respective attorneys, if any, personally; by mail with postage prepaid and deposited into the United States mail; by facsimile transmission; or by electronic mail at the addresses set forth below. If mailed or transmitted as aforesaid, notices, elections and waivers shall be deemed given on the date of such mailing or transmission (except as elsewhere provided herein).
19. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Client: North Boone School District
Address: 17641 Poplar Grove Rd Suite A

Poplar Grove, IL 61065
Phone: 815-765-3322

Fax:
E-mail:

Signature: _____
Date

FVI: Fox Valley Internet, Inc.
Address: 2585 Millennium Dr, Suite G
Elgin, Illinois 60124
Phone: 847-742-4623
Fax: 847-742-4612
E-mail: Sales@FoxValley.net

Signature: _____
Date



Response to:
Request for Proposal

Wide Area Network

for



North Boone

Community Unit School District 200

6248 N. Boone School Rd ~ Poplar Grove, IL 61065 ~ 815-765-3322

Presented by:

Matthew Wray

Account Executive

112 W Elm St

Sycamore, IL 60178

(815) 895-2590

matthew.w.wray@ftr.com

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Restriction on Disclosure and Use of Data:

This proposal includes data that shall not be disclosed outside of your organization and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than in connection with your evaluation of this proposal. If, however, a contract is awarded as a result of, or in connection with, the submission of this proposal, you shall have the right to duplicate, use, or disclose the data only to the extent provided in the resulting contract. This restriction does not limit your right to use data contained in this proposal if it is lawfully obtained from another source without restriction.

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November 12, 2012

North Boone School District
6248 N Boone School Rd
Poplar Grove, IL 61065

Dear Mr. Steinberg

On behalf of Frontier Communications, thank you for giving us the opportunity to propose a **Fiber Optic** solution supporting the current and future communication requirements of **North Boone School District**. Frontier commits to being the conscientious and dedicated partner that can deliver customized and uniquely designed solutions, ensuring you a reliable, secure, and profitable future, based upon technology advancements and evolutions within the communications industry.

With Frontier, you can consolidate your communications with one provider, giving you advantages such as:

- **One Company** for any issues impacting your network services. This will prevent North Boone School District from having to deal with multiple vendors for upgrading or troubleshooting.
- **Direct Access** to dedicated account management, engineering, and billing resources. This means dealing with people who know North Boone School District, your network, and you.
- **Leading Edge, Reliable Solutions** backed by Frontier technicians and around-the-clock network monitoring.

The reliability and security of North Boone School District network is Frontier's first priority. Your Frontier account team includes experienced engineers and technicians, available to serve and support you before, during and after installation. Should you have any questions or would like additional information, please do not hesitate to contact me.

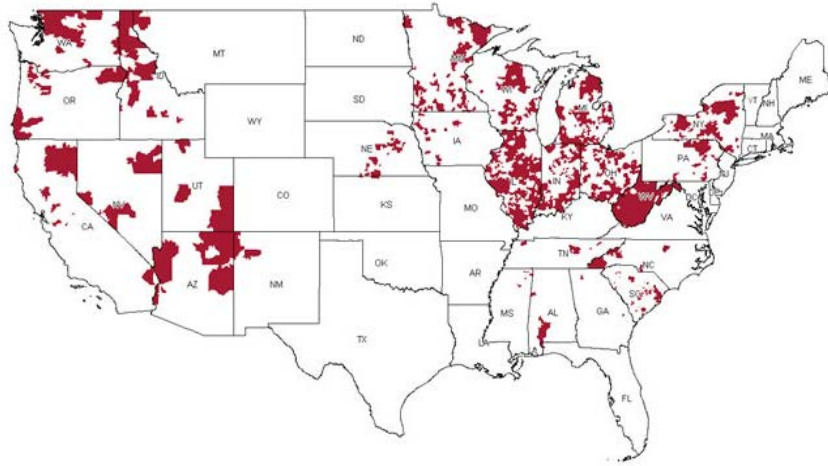
Sincerely,

Matthew Wray

Account Executive
Matthew.w.wray@ftr.com

ABOUT FRONTIER COMMUNICATIONS

Frontier Communications Corporation was founded in 1935 and is based in Delaware. Our Corporate Headquarters are in Stamford Connecticut. Frontier is a Fortune 500 company included in the S&P 500 index (NYSE:FTR).



Frontier is the nation's largest provider of communications services focused on rural America, offering Broadband, Phone, Satellite television, wireless Internet data access, PC security solutions and technical support, Internet-based television, carrier services, specialized bundles for small businesses and home offices, and advanced business communications for medium, large and commercial businesses in 27 states. Frontier's 15,000 plus employees are 100 percent U.S.-based.

Frontier is uniquely qualified to be the communications provider for your company, with decades of experience delivering a comprehensive range of services -- from traditional phone lines to high-performance voice, data, IP network, wireless and equipment solutions -- Frontier has the experience and capabilities to meet and exceed your expectations.

Frontier wants to be your first and only choice. We already make it possible for you to obtain reliable local, long distance, Internet and data services. Frontier is a start-of-the-art organization focused on excellence by offering you the added convenience of working with a **dedicated Frontier Account Team** who understands your business and focuses on the cost-effective handling of your communications needs – **and** your total satisfaction with Frontier products and services.

Our strong understanding of your organization and its requirements has been enhanced by many years of hands-on engineering support, account management and technical service. We will work with you, one-on-one, to understand your specific communications needs. Your success is our utmost priority. Together, we will determine the best solution for your business.

We make it our priority to be there when you need us, from first installation to the ongoing support of your specialized telecommunications solution. Our team of experienced engineers and highly trained technicians are available to assist you in taking full advantage of Frontier products and services. With the experience of the Frontier team behind you, you will be able to focus on other key areas vital to your core business.

Why Frontier Should Be Your Choice

Frontier Communications is committed to helping you succeed. We believe that our proposal demonstrates this commitment by recommending solutions utilizing technologies that are available today and that have the ability to harness future technologies and network enhancements.

We have the network, the technology, the expertise, and the tenured people to help you operate at peak communications efficiency. We deliver services that empower people around the world to communicate easily and exchange information quickly. With a Frontier Communications solution, you will benefit from outstanding service quality, product flexibility, and competitive pricing. Your Frontier Communications Account Team looks forward to consulting with you about how the proposed services can help you achieve your business objectives.



ATTACHMENT

FRONTIER FINANCIAL OVERVIEW

Frontier Income Statement

All numbers in thousands

Period Ending	Dec 31, 2011	Dec 31, 2010	Dec 31, 2009
Total Revenue	5,243,043	3,797,675	2,117,894
Cost of Revenue	-	-	-
Gross Profit	5,243,043	3,797,675	2,117,894
Operating Expenses			
Research Development	-	-	-
Selling General and Administrative	2,797,101	1,994,816	1,007,004
Non Recurring	143,146	137,142	28,334
Others	1,403,175	893,719	476,391
Total Operating Expenses	-	-	-
Operating Income or Loss	899,621	771,998	606,165
Income from Continuing Operations			
Total Other Income/Expenses Net	11,526	20,538	(34,842)
Earnings Before Interest And Taxes	911,147	792,536	571,323
Interest Expense	665,196	521,820	378,214
Income Before Tax	245,951	270,716	193,109
Income Tax Expense	88,343	114,999	69,928
Minority Interest	(7,994)	(3,044)	(2,398)
Net Income From Continuing Ops	149,614	152,673	120,783
Non-recurring Events			
Discontinued Operations	-	-	-
Extraordinary Items	-	-	-
Effect Of Accounting Changes	-	-	-
Other Items	-	-	-
Net Income	149,614	152,673	120,783
Preferred Stock And Other Adjustments	-	-	-
Net Income Applicable To Common Shares	149,614	152,673	120,783

Currency in USD.

Frontier Balance Sheet

		All numbers in thousands		
Period Ending		Dec 31, 2011	Dec 31, 2010	Dec 31, 2009
Assets				
Current Assets				
Cash And Cash Equivalents		326,094	251,263	358,693
Short Term Investments		-	-	-
Net Receivables		880,514	776,553	293,306
Inventory		-	-	-
Other Current Assets		63,422	100,603	28,081
Total Current Assets		1,270,030	1,128,419	680,080
Long Term Investments		-	-	-
Property Plant and Equipment		7,547,523	7,590,614	3,133,521
Goodwill		6,337,719	6,292,194	2,642,323
Intangible Assets		1,964,505	2,491,195	247,527
Accumulated Amortization		-	-	-
Other Assets		340,991	387,808	174,804
Deferred Long Term Asset Charges		-	-	-
Total Assets		17,460,768	17,890,230	6,878,255
Liabilities				
Current Liabilities				
Accounts Payable		906,064	946,573	325,014
Short/Current Long Term Debt		94,016	280,002	7,236
Other Current Liabilities		183,136	212,782	60,427
Total Current Liabilities		1,183,216	1,439,357	392,677
Long Term Debt		8,205,841	7,983,614	4,794,129
Other Liabilities		1,144,559	1,036,839	630,187
Deferred Long Term Liability Charges		2,458,018	2,220,677	722,192
Minority Interest		13,997	13,003	11,459
Negative Goodwill		-	-	-
Total Liabilities		13,005,631	12,693,490	6,550,644
Stockholders' Equity				
Misc Stocks Options Warrants		-	-	-
Redeemable Preferred Stock		-	-	-
Preferred Stock		-	-	-
Common Stock		256,997	256,997	87,364
Retained Earnings		226,721	77,107	2,756
Treasury Stock		(415,001)	(433,286)	(473,391)
Capital Surplus		4,773,383	5,525,471	956,401
Other Stockholder Equity		(386,963)	(229,549)	(245,519)
Total Stockholder Equity		4,455,137	5,196,740	327,611
Net Tangible Assets		(3,847,087)	(3,586,649)	(2,562,239)

Currency in USD.

In a continuing effort to "go green", an income statement and consolidated balance sheet have been included as a reference to Frontier's financial health. Frontier publishes its financial information at the following website. <http://investor.frontier.com/>

**RFP for Wireless Wide Area Network Services
for the North Boone School District Poplar Grove, Illinois**

Submitted by: Jerry Steinberg, Telesolutions Consultants LLC

October 12, 2012

The North Boone School District, with its district office located at: 6248 N Boone School Road Poplar Grove, IL 61065, is seeking proposals for new managed lease based Fiber Optic or Wireless wide area network/WAN to connect four of its six school sites together.

The North Boone School District presently has a slower data wide area networking that needs to be upgraded in speed and performance. The school district presently has a hub and spoke wireless WAN network with all services terminated at the head end at the North Boone Middle School, 17641 Poplar Grove Road, Poplar Grove, IL 61065.

The school district participates in the Federal E-Rate program and is reimbursed in the 60% discount level. Implementation of this Wireless WAN solution is dependent on E-Rate approval and North Boone School District Board of Education approval. Vendors must provide the Lowest Corresponding Price or LCP for all of their service offerings per E-rate rules.

General Description – The North Boone School District seeks proposals for a new Fiber Optic or Wireless Wide Area Network/WAN to connect its three of its school buildings together to the North Boone Middle School.

The school locations are as follows:

1. **North Boone Middle School** – 17641 Poplar Grove Road, Poplar Grove, IL 61065 815.765.3311
Head End

2. **Capron** – 200 N Wooster Capron, IL 61012 / 815.569.2314

Fiber Optic Options: Option 1: 50-Mbps; Option 2: 100-Mbps and Option 3: 200-Mbps

Wireless Options: Licensed and Fully Duplex: Option 1: 50-Mbps; Option 2: 100-Mbps and Option 3: 200-Mbps

3. **Manchester Elementary** – 3501 Blaine Road, Poplar Grove, IL 61065 / 815.765.2826

Fiber Optic Options: Option 1: 50-Mbps; Option 2: 100-Mbps and Option 3: 200-Mbps

Wireless Options: Licensed and Fully Duplex: Option 1: 50-Mbps; Option 2: 100-Mbps and Option 3: 200-Mbps

4. **Poplar Grove Elementary** – 208 N State Street, Poplar Grove, IL 61065 / 815.765.3113

Fiber Optic Options: Option 1: 50-Mbps; Option 2: 100-Mbps and Option 3: 200-Mbps

Wireless Options: Licensed and Fully Duplex: Option 1: 50-Mbps; Option 2: 100-Mbps and Option 3: 200-Mbps

Internet Access

The school district seeks a new direct connect managed Fiber link for its Internet Access at optionally 30-Mbps, 50-Mbps or 100 MBPS to be terminated and located at the **North Boone Middle School** and installed in the server room which is the MDF at the Middle School.

Frontier Response: *Frontier's Dedicated Internet Access (DIA) provides a direct connection to a Frontier Internet gateway. The service is a continuous high-speed Internet connection. Frontier's DIA service offers symmetrical upload and download data rates ranging from 3 Mbps to ICB speeds above 10 Gbps. The service provides an Ethernet handoff to the customer router at the premise from a Frontier owned and maintained Network Interface Device (NID) placed at the demark. Frontier's MEF-compliant OSI Layer-2 switching infrastructure supports intrastate and interstate LAN/WAN solutions integrated with Internet as well as single-site connection to the Internet.*

Technical Questions – and/or E-Rate questions can be directed to Jerry Steinberg, Senior Consultant, Telesolutions Consultants LLC, via e-mail at jerry@telesolutionsconsultants.com.

Access Information - For access to the schools, please initially contact Jane Lenser, Technology Director at lenserjane@nbcusd.org

Due Date - Proposals are due by Monday, November 12th, 2012 at 12:00 noon via e-mail to: Jerry Steinberg at jerry@telesolutionsconsultants.com and to Jane Lenser at lenserjane@nbcusd.org

Firm Turnkey Quote – Please provide a turnkey quote for managed Wireless WAN service on a managed leased basis and to include all installation and construction costs to provide connections into each building. The North Boone School District is seeking a 36 or 60 month managed lease term agreement.

Criteria – North Boone School District is seeking proposals from the most qualified vendors of wireless wide area networking services that can provide a very cost-effective price (#1 criteria), existing contract termination charges, excellent reliability with at least a 99.99% system up-time, fast, effective service, and point of presence within the Rockford, Poplar Grove and Northern Illinois areas.

E-Rate Participation – It is imperative that the successful vendor participate in good standing with the federal E-Rate program and can show at least three E-Rate examples or references in the Northern Illinois area.

Please provide your Service Provider Identification Number (SPIN) **143001110**.

Vendor must certify that it will annually certify itself with the E-Rate program so that North Boone School District will be assured that it will be able to collect from the program.

References – The successful vendor must prove that it can support North Boone School District on its Wireless WAN and have at least three references in the State of Illinois or within 100 miles of Poplar Grove, Illinois, of which your company has sold, installed, and supports.

Frontier Response: *The below references are considered Frontier Proprietary and Confidential Information.*

1. **Jason Cloninger**
Director of Technology Services
Blackburn College
700 College Avenue
Carlinville, IL 62626
217-854-3231 College Main Number
Jason.Cloninger@Blackburn.edu
They have a 70 Meg DIA over Fiber

2. **Matthew Phillips**
Bookkeeper/Dir. of Technology
Northwestern CUSD #2
30953 Route 111
Palmyra, IL 62674
O: (217) 436-2442 x 1203
C: (217) 414-3701
F: (217) 436-2701
They have a 30mg DIA

3. Scott Skarzynski
Director of IT
University Plaza
900 Crane Dr
Dekalb, IL 60115
815-758-0666
telecom@uplaza.com
They have a 300mg DIA over Fiber

Technical Specifications –

- The vendor is responsible for the accurate design on a turnkey basis of the Wireless WAN and is solely responsible for costs incurred in the design of the network.
- The vendor is responsible for any and all permits in association with the project. Also, the vendor must work with local municipalities to obtain permits and right of ways associated with the installation of the WAN.
- We are considering only Wireless WAN network proposals and will make a decision based on a number of factors with cost being the highest level or priority.
- The vendor is responsible for providing a managed Cisco router or equivalent Metropolitan equipment to diagnose and manage each site.
- The connection for both the Wireless WAN connections must be provided by the vendor to the Main Distribution Frame/MDF in each area, which is the main computer or server room of each school.

Frontier Response:

Frontiers designed a 100% fiber based solution, with Frontier constructing dedicated fiber connections from each School to the Frontier Central Office in Poplar Grove. At the North Boone Middle School our solution provides a single interface (of your choosing; RJ45, single mode fiber, or multi-mode fiber) with each of the connections defined as a separate VLAN. By utilizing a single interface design at the North Boone Middle School this eliminates the need for a Port for each service on your equipment saving you equipment costs and simplifying your network management. Each of the services (the school point to point connections and the Internet connection) will have 100% dedicated bandwidth at the option you've selected with Real Time throughput. The equipment we are proposing in our design will allow you to seamlessly grow to an aggregated bandwidth of 1G at the North Boone Middle School, and if you need to grow beyond that, you have several options that can take you up to 10G with little to no service interruption when your bandwidth needs grow to that level.

Financial – Fiber Optic WAN including turnkey installation and taxes

Option 1: Connect three (3) school buildings to the Middle School **head end** via a 50 mbps Fiber Optic Connection

The turnkey cost of a 3-year managed lease is \$9,459.00 per month.

The turnkey cost of a 5-year managed lease is \$7,618.00 per month.

Option 2: Connect three (3) school buildings to the Middle School **head end** via a 100 mbps Fiber Optic Connection

The turnkey cost of a 3-year managed lease is \$9,724.00 per month.

The turnkey cost of a 5-year managed lease is \$7,882.00 per month.

Option 3: Connect three (3) school buildings to the Middle School **head end** via a 200 mbps Fiber Optic Connection

The turnkey cost of a 3 year managed lease is \$10,563.00 per month.

The turnkey cost of a 5-year managed lease is \$8,719.00 per month.

Frontier Response: *For Options 1-3 above, Frontier is responding to only two of the locations; Poplar Grove and Capron.*

Financial – Wireless WAN including turnkey installation and taxes

Frontier Response: *At this time Frontier is not bidding on the Wireless WAN portion of this RFP.*

Connect three (3) school buildings to the North Boone Middle School head end via a 50, 100 or 200 MBPS wireless connection. The Wireless Wan service must be full duplex and a licensed radio service.

Option 1: Connect three (3) school buildings to the Middle School **head end** via 50 mbps Wireless link

The turnkey cost of a 3-year managed lease is \$ no bid per month.

The turnkey cost of a 5-year managed lease is \$ _____ per month.

Option 2: Connect five (5) school buildings to the Middle School **head end** via 100 mbps Wireless link.

The turnkey cost of a 3-year managed lease is \$ no bid per month.

The turnkey cost of a 5-year managed lease is \$ _____ per month.

Option 3: Connect five (5) school buildings to the Middle School **head end** via 200 mbps Wireless link.

The turnkey cost of a 3-year managed lease is \$ no bid per month.

The turnkey cost of a 5-year managed lease is \$ _____ per month.

Exceptions – Please provide any design or pricing concessions or proposals that vary from the information requested, e.g. *speeds that are different – above what we are requesting.*

Vendor Description – Please provide an overview of your company with number of support personnel, annual sales, and school district success stories.

Maintenance & Support –

What is your guaranteed service level agreement for uptime and response times?

Frontier Response: *Please refer to Attachment*

What are normal hours of service operation?

Frontier Response: *Frontier's normal hours of operation are:*

Monday – Friday; 8:00 a.m. to 5:00 p.m.

In addition, Frontier will maintain a point-of-contact twenty-four (24) hours a day, seven (7) days a week for you to report a problem with the service to Frontier.

Frontier's policy is to respond to Customer's request during Frontier's normal weekday business hours, Monday through Friday, excluding Saturday, Sunday, and holidays, within twenty-four (24) hours from the time a Trouble

Ticket is initiated, and will complete the repairs as soon as reasonably practicable. Customer may request Maintenance Services be performed after Frontier's normal weekday business hours, and under such circumstances Maintenance Services will be billed to Customer at Frontier's then current overtime hourly rate plus expenses.

What constitutes an emergency call?

Frontier Response: The general interpretation of an emergency is a situation that poses an immediate risk to health, life, property or environment. However, ultimately if an emergency is perceived by you then Frontier will make commercially reasonable efforts to resolve the situation.

What is your policy and procedure for a wireless outage?

Frontier Response: Frontier is "no bidding" the wireless portion.

What is the hourly rate and do any trip charges apply for service calls that apply for this project?

Frontier Response: Frontier does not charge a trip charge. Labor charges are as follows:

Bus Initial 30 min @\$120

Bus Each additional 30 min @\$55

After hours rates are as follows:

Bus Overtime First 30 min @\$200

Each additional 30 min @\$100

Premium - Sunday and Holiday rates are as follows:

Bus Tech Premium First 30 min @\$240

Each additional 30 min @\$120

WAN Installation – The North Boone School District expects to have this wireless WAN installation completed by the summer of 2013 – after July 1, 2013 for E-Rate purposes.

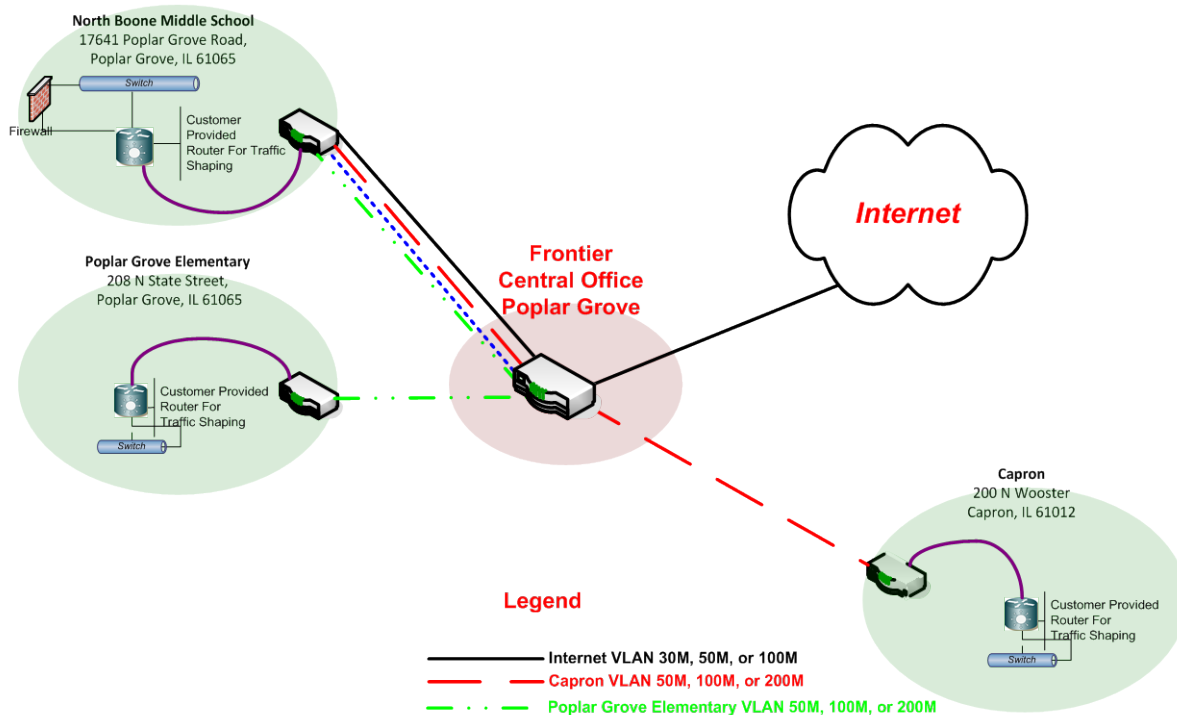
Frontier Response: Frontier should have no issue meeting the July 1st deadline so long as the award and contract are in place by Feb 28, 2013.

Visio Drawing – Please provide a network drawing of your wireless WAN design with schools, connections routes and equipment.



North Boone School District

Wide Area Network Services



Contract – Please provide a copy of your typical managed lease/sales contract and your maintenance contract.

Prevailing Wages Apply – The vendor agrees to pay all of its workers on this project and prevailing wages for Boone County, Illinois. The prevailing wage schedule is available from the courthouse of Boone County- Belvidere, Illinois.

District's Rights in Decision Making – The North Boone School District reserves the right to choose any vendor based on its internal criteria and may waive any formality in its selection.

The school district is not bound by the lowest price, but this will be the highest criteria, as previously mentioned. Each vendor will be weighed equally, according to the criteria of price, service, reliability, incumbency, and point of presence.

No Drugs Policy – The school district requires each vendor to guarantee that their workers are drug-free and that drug testing proves that as the North Boone School District is a completely drug-free work place.

No Bid-Rigging – Vendors certify that they have not been convicted of bid tampering or rigging and that they are not compensating any employee or consultant of the North Boone School District on this or any other project.

Non-Discrimination – Vendors shall not discriminate against any of its workers or anyone according to race, creed, gender, or other factors and will provide equal opportunity without discrimination in its business activities.

Insurance – Insurance Requirements - The successful vendor shall maintain insurance to protect itself and North Boone School District from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Vendor shall keep at least \$1,000,000 each of: Comprehensive, Liability, and Worker's Compensation insurance.

Vendor shall furnish and pay for insurance in accordance with the conditions stipulated below. Vendor shall file with North Boone School District, Certificates of Insurance certifying to the insurance coverage specified herein. All Certificates shall contain a clause stating that the policy will not be canceled without thirty (30) days' prior written notice having first been sent to North Boone School District. Said Certificate is to name **North Boone School District as "Additionally Insured"** in addition to the certificate holder. Designated certificate is to be submitted to North Boone School District by the vendor upon receiving contract award.

The successful vendor agrees to indemnify, defend and hold harmless North Boone School District, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the successful vendor.

Other Requirements – The vendor must exercise reasonable care to avoid any damage to North Boone School District property. The vendor shall immediately report any existing damage noted by the vendor, or any damage caused by the vendor. All damage caused by the vendor shall be the direct responsibility of the vendor to repair/replace. The vendor must clean up after the work and restore the premises to the order it was found. Any contract resulting from this RFP is not assignable without the written consent of North Boone School District.

If the successful vendor is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the School District may consider the successful vendor to be in default. In the event of default, the District will provide the successful vendor with written notice of default, and the successful vendor will be provided twenty (20) calendar days to provide a plan to correct said default.

If the successful vendor fails to cure said default within twenty days, the District, among other actions, may complete the system through a third party, and the successful vendor shall be responsible for any amount in excess of the agreement price incurred by the District in completing the system to a capability equal to that specified in the contract.

Termination of Contract - North Boone School District reserves the right to terminate the contract/purchase order immediately in the event that the vendor discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds. Failure of the vendor to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by North Boone School District. Notwithstanding anything to the contrary contained in the contract/purchase order between North Boone School District and the vendor, North Boone School District may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, by giving 30 days written notice to the vendor. If the termination clause is used by North Boone School District, the vendor will be paid by North Boone School District for all scheduled work completed satisfactorily by the vendor up to the termination date set in the written termination notice.

Frontier Response:

Frontier is pleased to present this proposal to North Boone School District. The services set forth in this proposal will be provided by Frontier Communications of America.

Notwithstanding anything contained in the RFP documents or otherwise, Frontier's proposal is based on the responses provided herein. As it pertains to services offered by Frontier expects that the RFP and Frontier's

proposal will serve as the starting point for negotiation by the parties of a resulting contract that contains mutually agreeable terms and conditions. As part of such contract negotiations, Frontier is willing to discuss any

of the terms contained in the RFP and its proposal for purposes of incorporation into the contract, as may be modified by the parties, and as mutually agreed to by the parties.

Frontier does not consider the proposal itself to be a legally binding offer to contract. Frontier expects that neither the RFP nor the Frontier proposal will be incorporated in any definitive agreement, but such agreement will address the topics in this RFP and Frontier's proposal and supersede both.

In no event shall any omission or generality in Frontier's response give rise to a binding obligation between the parties or constitute acceptance of any terms or conditions contained in the RFP.

ATTACHMENTS

Service Level Agreements (SLAs) On-Net ONLY

Metro Ethernet and DIA over Ethernet (Only):

Frontier is committed to providing a reliable high-quality network to support its high-speed Ethernet services. As part of this commitment, Frontier is pleased to offer eligible Customers this Service Level Agreement with Operational and Performance guarantees engineered to support business-class applications and requirements.

Operational Guarantees

Interstate and Intrastate

UNI Service Activation: Time required to bring UNI [DIA or Metro Ethernet service at any data delivery speed] to active usable function from promise date:

SLA: FOC Date plus one day [FOC Date: Firm Order Commitment Date]

Credit: 1 MRC per UNI

Availability: DIA/Metro Ethernet Port availability is defined as ability to exchange IP packets with the nearest Frontier Internet PoP or On-Net customer destination port via the ingress port at Customer's serving wire center. Calculation of Availability performance is the number of minutes during a calendar month that the Customer's Ethernet/DIA ingress port is operational divided by the total minutes in that month's billing cycle. Calculation is based on the stop-clock method referenced by date-time of the customer-reported outage trouble ticket and ends when Frontier re-establishes compliant port operation.

SLA: 99.99%

Credit: 10% of the monthly Ethernet Port Price

Mean Time to Repair & Resolution: Mean Time to Repair Is defined as the average time required to return the Ethernet Service to SLA-compliant operational status. This MTTR commitment is for an On-Net in-franchise Metro Ethernet or DIA service elements. Service will be returned to operational status within four (4) hours in any month. MTTR is measured on the stop-clock method referenced by date-time on the customer-reported trouble ticket to the date-time Frontier returns the service to compliant operation.

SLA: 4 hours

Credit: 10% of the monthly Ethernet Bandwidth Port

Chronic Outage: If an individual circuit experiences either (a) single period of Service Unavailability >24 hours in any calendar month, (b) > 3 periods of unavailability > 8 hours during a rolling 6 month period, or (c) 15 separate periods of unavailability (any duration) within a calendar month, Customer may terminate the affected circuit without penalty. *Customer shall provide a minimum of 15 days prior written notice to Frontier of their intent to exercise such termination right.*

Performance Guarantees:

Packet Loss [Intrastate and Interstate Metro Ethernet ONLY]: Packet Loss is measured from the ingress port round trip to the customer egress port and back to the ingress port through On-Net facilities. Packet Loss statistics are collected for one calendar month. Credits will be based on Frontier verification of customer packet loss data between on-net ports between customer sites.

SLA: 99.95%

Credit: 10% of the Ethernet Bandwidth Port Price

Latency [Interstate Metro Ethernet ONLY]: Latency is the round-trip transport time of a standard-sized data packet within the customer's Committed Information Rate carried edge-to-edge over Frontier on-net interstate facilities. Measurement does not include loop facilities between the serving wire centers and NIDS at customer premises. Credits are based on round-trip delay of 95th percentile packet.

SLA: 80 ms round-trip delay

Credit: 10% of the monthly Ethernet Bandwidth Port

Latency [Intrastate Metro Ethernet ONLY]: Latency is the round-trip transport time of a standard-sized data packet within the customer's Committed Information Rate carried edge-to-edge over Frontier on-net intrastate facilities. Measurement does not include loop facilities between the serving wire centers and NIDS at customer premises. Credits are based on round-trip delay of 95th percentile packet.

SLA: 20 ms round-trip delay

Credit: 10% of the monthly Ethernet Bandwidth Port

Packet Jitter [Interstate Metro Ethernet ONLY]: Determination of frame jitter is based measurement of the variation of the packet arrival rate or frame delay in milliseconds between ingress and egress UNIs. The Jitter performance commitment is limited to Committed Information Rate (CIR)-compliant service frames. The Jitter performance commitment does not apply to Internet services.

SLA: <30 ms

Credit: 10% credit of the monthly Ethernet Bandwidth Port

Packet Jitter [Intrastate Metro Ethernet ONLY]: Determination of frame jitter is based on measurement of the variation of the packet arrival rate or frame delay in milliseconds between ingress and egress UNIs. The Jitter performance commitment is limited to Committed Information Rate (CIR)-compliant service frames. The Jitter performance commitment does not apply to Internet services.

SLA: <10 ms

Credit: 10% credit of the monthly Ethernet Bandwidth Port

Service Level Guidelines

Conditions under which Frontier shall provide this Service Level Agreement to the Customer are as follows:

- The Customer must request Service Response Credit [SRC] in writing within 30 days of the last day in the calendar month in which the failure occurred.
- This SLA is only applicable to those Customer sites where the applicable Frontier service and technology exist, and where Frontier is permitted by law to provide service.
- This SLA does not apply to outages or service degradation during scheduled maintenance or outages caused by customer action, force majeure, or service problems caused by third party providers on meet-point circuits or by alternate carriers under direct contract with the customer. This SLA also does not apply to outage periods that are extended pending reply from customers.
- This SLA does not cover TDM services [DS1, NxDS1 and/or DS3 services].
- For cascading failures, only the primary or causal failure is used in determining Service Levels and associated consequences. Only one Service Level Component metric can be used for determining Service Credits.
- In the event of the failure of Frontier to meet multiple Service Level Component metrics in a one-month period, the highest Service Credit will apply, not the sum of multiple Service Credits.
- The total amount that may be credited to a Customer under this agreement in any given month is limited to 25% of the Customer's monthly fee for the affected service.
- The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance.

Methodology for Performance Reporting [SLA MEASUREMENT STANDARD]

The formulas presented below specify the means of calculating operational and performance SLA measurements to determine compliance. Where the measurements demonstrate that Frontier's maintenance support or the company's network performance do not meet the SLA criteria set above, the customer will be entitled to a Service Response Credit [SRC] as specified above.

Operational SLAs

Availability

For a site to be deemed operational, the customer must be able to send and receive data from the Frontier Network Interface Device [NID] at the customer site to the customer destination port On-Net or the Frontier Backbone Internet port. Service to the customer site is compliant if data delivery meets the SLA thresholds noted above for Latency, Packet Loss, and Jitter. Jitter performance is for Real Time QoS forwarding priority ONLY and does not apply to Internet services.

Availability of service to a customer site is calculated on a monthly basis. The measurement is based on minutes of outage during the applicable month. The service credit formula is the number of minutes during a calendar month that the Customer's Ethernet/DIA ingress port [NID] is operational divided by the total minutes in that month's billing cycle. Calculation is based on the stop-clock method referenced by date-time of the customer-reported outage trouble ticket and ends when Frontier re-establishes compliant port operation. Credits are awarded within a 30 day period after eligibility for the Service Response Credit has been verified.

Monthly network availability (%):

$$1 - \frac{(\text{Total minutes of outage per month})}{(\text{Days in the month} \times 24 \text{ hours} \times 60 \text{ minutes})} \times 100 = \text{Percent Availability}$$

Mean Time to Repair [MTTR]

MTTR SRCs are provided based on the average active (open) duration of all trouble tickets over the period of one month. The time to repair [TTR] is measured on a stop-clock basis measured according to the following terms and conditions:

- TTR is measured from the date-time a customer-reported trouble ticket is opened by the company to the date-time the service is returned to normal operation, and such ticket is closed by the Company.
- In measuring the TTR, any stop-clock time or adjusted duration associated with the trouble ticket will be subtracted from the TTR. Stop-clock time refers to:
 - Periods when customer testing occurs
 - Periods when the company is waiting customer authorization or access to facilities necessary for diagnosis, repair, or test
 - Periods when the ticket is held open by the customer to ensure the trouble is resolved
- MTTR shall be measured on a calendar month basis and shall be calculated by adding the TTR for all interruptions and dividing that sum by the total number of trouble tickets opened for interruptions during that month.

Performance SLAs

Latency

Latency SRCs are provided based on measurement of delay in milliseconds for round-trip transport of a packet from the ingress UNI to a customer destination port and return to the ingress UNI. Latency measurement is limited to data frames which are compliant with the subscribed CIR profile. The round trip delay includes ONLY the time the packet is in the network. The latency measurement is confined to transport delay measurement including link insertion delays, propagation delays, and queuing delays in the network. Latency measurements are from on-net Frontier facilities not including loop circuits between Provider Edge UNIs and customer premises NIDs. Processing times spent in devices attached to the UNI are factored out of the measurement.

Packet Loss

The Packet Delivery Service Level for Ethernet Service is for On-Net traffic between Frontier POPs. Packet delivery is the average number of packets which transit the Frontier network and are delivered to the intended On-Net destination during a one month period. Packet Loss measurements are restricted to service frames that are compliant with the subscribed CIR profile. Interruptions caused by MTTR activity shall be excluded from the monthly Packet Loss measurement. Packet Loss calculation yields the delivery efficiency of the network in terms of percent. The calculation is:

$$\frac{(\text{Total Packets forwarded} - \text{Total Packets received})}{(\text{Total Packets forwarded})} \times 100 = \text{Percent Packet Loss}$$

Frame Jitter

Jitter is defined as the variation of the packet arrival rate or frame delay in milliseconds between ingress and egress UNIs. The Jitter definition is limited to compliant service frames within the subscribed Committed Information Rate (CIR) profile. The Frame Jitter SLA commitment applies ONLY to QoS services set to Real Time forwarding priority. Best Effort and Priority Data QoS data forwarding are not engineered to meet Real Time Jitter parameters. The Jitter performance commitment does not apply to Internet service.

Service Response Credit (SRC) Hierarchy

In certain conditions, a specific SLA variance may take precedence over another SLA. In all cases, service credits are approved on a site-by-site basis. Where a problem might affect an entire five-node network, the customer may qualify for credits for service to all five locations.

OPERATIONAL SRCs: Specific determination of service credits for multiple Operational SLAs to multiple locations will be approved based on the following conditions:

- SRCs are approved on a site-by-site basis. For customers with LAN solutions having multiple circuits, determination of service credits will be measured and approved on the compliance of the service to each individual customer site.
- Operational SLAs take precedence over Performance SLAs. During a period of service unavailability for any reason, no measurements can be taken on those network elements and thus, no Performance SLA SRCs can be approved to those sites. Service Credits will be approved based on the Operational SLA depending on availability and MTTR service commitments.
- The customer may qualify for multiple Operational SLA SRCs to a specific site. If a service outage continues beyond the MTTR as specified above in the MTTR standard, the customer will qualify for both the Port Availability service credit and MTTR credit in accordance with MTTR calculation methodology.

PERFORMANCE SRCs: Specific determination of service for multiple Performance SLAs to multiple locations will be approved based on the following conditions:

- The service performance delivered to a specific customer site is eligible for ONE Performance service credit per trouble ticket. Packet Loss, Latency, or Frame Jitter should be reported on a single trouble ticket. Credit will be awarded in accordance with the above measurement standards and SRC MRC amounts.
- The customer site that qualifies for a Performance SRC may also qualify for an Operational SRC if the time to return service to compliant operation exceeds the MTTR SRC threshold.



FRONTIER SERVICES AGREEMENT

Frontier Confidential

This Agreement is made this ____ day of _____, 20____, ("Effective Date") by and between the **Frontier Communications of America, Inc.** on behalf of the incumbent local exchange carrier and service affiliates which provide services to the customer service addresses identified in the Schedules attached hereto (referred to herein as "**Frontier**"), and **Fill in Customer's legal name here**, whose address is **Fill in Customer's full address here** with city, state, zip (referred to herein as "**Customer**").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to purchase communications services, maintenance and installation services (collectively "Services"), and lease or purchase equipment ("Equipment"), as further described in this Agreement and/or in the Schedules issued by Frontier and executed by Customer. Each Schedule is incorporated herein by reference and made a part hereof.

b. Customer acknowledges that certain Services may be regulated and governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this Agreement and an applicable tariff, the tariff shall control except with respect to pricing, termination charges or cancellation charges for which this Agreement shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services, up to and including the point at which the facilities and equipment are made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Service and/or equipment, including obtaining approvals, permits or licenses from third parties as necessary. Customer will provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services. Customer will cooperate in good faith and follow through with any coordination efforts required in a timely manner.

d. Only authorized agents and representatives of Frontier may perform maintenance work. Any repair, alteration, configuration or servicing of Frontier's facilities or equipment by Customer or third parties without the written consent of Frontier is a default of this Agreement and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance of its maintenance obligations hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for maintenance and repair if: (i) the equipment is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); and (iii) if the problem originated from a source unrelated to the Equipment.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge

protectors) for the installation, operation, and maintenance of the Equipment in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service and Frontier's network and facilities, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards. With respect to each Customer-designated location, Customer is responsible for taking all steps necessary to interconnect the Service at such location.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and related equipment. Customer is solely responsible for ensuring that all of Customer's data files are adequately duplicated and documented at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage its network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject

matter of this Agreement and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

1. Customer and its employees shall be the only permitted end-user of the Services and Equipment. Customer shall not resell or bundle the Services or equipment, nor permit any third party to access the Services or Equipment in exchange for compensation of any kind.

2. Term

The term of this Agreement shall commence as of the **Effective Date** and shall continue through the Service Term and any Extended Service Term (as defined below) with respect to any Service or lease of equipment pursuant to this Agreement. Customer shall purchase the Services and lease or purchase the Equipment identified in each Schedule, for the period of time stated in the Schedule if applicable (the **"Service Term"**). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or (ii) five (5) days following Frontier's installation of such Service(s), and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate at least sixty (60) days prior to expiration, the Service Term shall automatically renew for additional one-year periods (each an **"Extended Service Term"**), subject to the terms and conditions of this Agreement and at the then applicable one-year term rate, excluding promotional rates.

3. Payment

a. Customer shall pay all charges set forth in the attached Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer monthly for all monthly recurring charges ("MRC") and usage based charges. In addition, the first invoice(s) may include non-recurring charges ("NRC"), as applicable.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay any and all federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (exclusive of taxes based on the net income of Frontier or its affiliates), or any charges in lieu thereof, and any applicable surcharges or fees, including but not limited to Primary Interexchange Carrier Charge ("**PICC**"), Federal Pre-Subscribed Line Charge ("**FEPS**"), Carrier Cost Recovery Surcharge, E-911, Universal Service and Local Number Portability surcharges related to the Services, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges.

c. All payments shall be due within thirty (30) days of the invoice date and late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. The late payment fee referred to above will be in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to suspend or terminate any or all Services or terminate the provision, lease, installation or repair of any or all equipment subject to this Agreement immediately if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Schedule, in whole or in part, prior to installation or delivery, Customer shall pay a cancellation charge equal to one month of the applicable MRC, plus the total costs and expenditures of Frontier in connection with such Schedule prior to Frontier's receipt of notice of cancellation, including, but not limited to, Frontier's applicable installation charges.

b. Following installation, Customer may terminate a Schedule, in whole or in part, by providing at least thirty (30) days prior written notice to Frontier. If Customer terminates a Schedule, in whole or in part, or Frontier terminates any Schedule, in whole or in part, pursuant to Section 8.a. hereof, then Customer shall immediately pay Frontier a cancellation charge equal to all unpaid amounts applicable to the terminated portion of the Schedule through the date of termination, plus the monthly recurring charges, and all related taxes and surcharges, multiplied by the number of months remaining in the applicable minimum term commitment, if any. Partial months shall be prorated.

c. It is agreed that Frontier's damages in the event of early termination will be difficult or impossible to ascertain. The charges identified in this Section 4 are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

*a. The liability of Frontier and its affiliates related to this Agreement shall in no event exceed the limitations of liability set forth in the applicable tariffs or regulatory rule or order, or, if there is no applicable tariff provision, rule or order, the total amount paid for the applicable Service, Maintenance Service or equipment during the prior 12 months. In cases of a Service Outage, liability shall be limited to 1/720 of the monthly recurring charge for each hour of the Service Outage. A **"Service Outage"** is an interruption in Service caused by a failure of Frontier's equipment or facilities, excluding degradation or disruption due to maintenance or an event outside Frontier's complete control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services, or for downtime of Services, except as expressly set forth herein.*

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING, FRAUD BY THIRD PARTIES.

c. Frontier warrants that its equipment and facilities will be maintained in good working order. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER

DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO ITS FACILITIES, TRANSMISSION EQUIPMENT, DATA AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION.

d. This Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this Agreement will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this Agreement or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under state law.

6. Indemnification

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service; (iv) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (v) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs. The obligations under this Section 6 are independent of any other obligation under this Agreement.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this Agreement shall be considered confidential, and that details of the terms of this Agreement, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of six (6) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Default

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or fails to comply with any other term or condition of this Agreement or any Schedule, and such failure continues for thirty (30) days after notice, then Frontier shall have the right either to suspend the Schedule, or any portion thereof, until the default is remedied or to terminate this Agreement or any Schedule in whole or in part. Notwithstanding the above, in the following circumstances Frontier may immediately suspend Services and, after (i) giving notice to Customer with an opportunity to respond appropriate to the circumstances and (ii) Customer's failure to respond, Frontier may terminate any or all Services, remove Equipment from Customer's premises and immediately repossess Equipment:

- 1) In the event of unauthorized, unlawful or improper use or abuse of the facilities, equipment, or Service, or
- 2) If, in the sole judgment of Frontier, Customer's use of the facilities, equipment, or Service has or will have an adverse affect on the business of Frontier or the efficiency of Frontier's personnel, network, property or service; or
- 3) A court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

In addition, Frontier shall have the right to take immediate action, including termination of the Schedule and severing of the connection to its network without notice to Customer when injury or damage to Frontier personnel, network, property or service is occurring, or is likely to occur.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach, Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This Agreement may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this Agreement to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder, but shall remain fully liable to Customer for the workmanlike performance thereof.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this Agreement, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the

charges pursuant to the related Schedule based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the premises.

12. Title and Risk of Loss

a. Risk of loss or damage for equipment and facilities provided pursuant to this Agreement and/or used by Frontier to provide the Services shall pass to Customer at time of delivery to Customer.

b. Unless expressly sold to Customer, any equipment installed at Customer's premises in connection with the Services remains the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this Agreement or any applicable Service or Equipment lease, such equipment shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event of Customer's failure to comply with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of such equipment.

c. Customer will reimburse Frontier for any loss of, or damage to, any Frontier facilities or equipment in or on Customer's premises or property resulting from theft, willful injury, or any other cause whatsoever, other than any loss or damage resulting from either a natural disaster or the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the services and Equipment provided under this Agreement either now or in the future, and has freely elected to enter into this Agreement in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this Agreement shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this Agreement. If provision of any Service pursuant to this Agreement is subject to advance approval of the FCC and/or any state public utilities commission, this Agreement shall not become effective with respect to such Service after receipt by Frontier of written notice of such approval.

15. Governing Law

This Agreement shall be governed by and construed according to the laws of the State in which services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this Agreement or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this Agreement, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this Agreement will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Contractor Relationship

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this Agreement, all disputes, differences of opinion or controversies arising in connection with this Agreement shall first be resolved through good faith negotiation to arrive at an agreeable resolution. If, after negotiating in good faith for a period of ninety (90) calendar days, or any agreed further period, the parties are unable to resolve the dispute, then the parties may seek resolution by exercising any rights or remedies available to either party at law or in equity. Customer and Frontier agree that we each may bring claims against the other only in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Entire Agreement.

This Agreement, together with any applicable Schedule, constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This Agreement may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this Agreement between the parties.

FRONTIER:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractual Notice:

Frontier Communications
180 S. Clinton Avenue, 7th Floor
Rochester, NY 14646-0700
Attn: Associate General Counsel

CUSTOMER: Fill in Customer's legal name here

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractual Notice: _____

Attn: _____

Maintenance Notifications: _____

Billing Contact: _____

North Boone
Internet & WAN Pricing A la carte
Frontier Communications

Internet Only	
30mg DIA	
Term	Price
3yr	\$4,977.00
5yr	\$ 4,109.00
50mg DIA	
Term	Price
3yr	\$5,348.00
5yr	\$4,480.00
100mg DIA	
Term	Price
3yr	\$5,849.00
5yr	\$ 4,980.00

Pt to Pt(WAN)	
50mg Pt to Pt for two locations	
Term	Price
3yr	\$7,687.00
5yr	\$ 6,077.00
100mg Pt to Pt for two locations	
Term	Price
3yr	\$7,974.00
5yr	\$6,377.00
200mg Pt to Pt for two locations	
Term	Price
3yr	\$8,575.00
5yr	\$6,977.00

urbancom.net

Service Agreement - Service Order

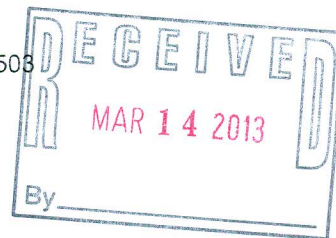
Service Activation Date: 07/01/2013

Service Term: 60 Months

Customer Name: North Boone Community School District 200
Install Address: 6248 N. Boone School Road

Phone & Fax: Poplar Grove, IL 61065
815-765-3322 / 815-765-2053
Tech Contact: Steven Baule, Superintendent
Tech E-Mail:

Urban Communications, Inc.
5320 West 159th Street Suite 508
Oak Forest, IL 60452-3335
Phone: 708/687-2090
Fax: 708/687-8786
www.urbancom.net



Billing Address: 6248 N. Boone School Road

Billing Contact: Poplar Grove, IL 61065
Steven Baule, Superintendent
Phone & Fax: 815-765-3322 / 815-765-2053
Billing E-Mail: baules@nbcusd.org

Urban Communications, Inc. Access Service:

Qty. Service

1 TRANSPORT SERVICES (Annually)

Monthly Price	Extended Price
\$ 6,534.00	\$ 78,408.00

Equipment and Additional Services:

Qty. Service

Price	Extended	Tax
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This Services Agreement provides for Transport Services as referenced in the attached Network Design documents.

This proposal is subject to access to the locations indicated in the proposal and permission being granted for the erection of the towers required. The District will use all means to assist in obtaining access to these facilities at these other governmental locations.

300 Mbps into the distribution site and 400 Mbps from the distribution site to each school. Upgrade of radio module to double speed for any link can be added at future date.

Transport Services Pricing billed Annually. NIU/iFiber to provide bandwidth quote under desperate agreement.

Urban Communications, Inc. - SPIN # 143034413

Access Services	\$ 78,408.00
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Additional Services	\$ 0.00
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Total Initial Charge Due At Signing	\$ 78,408.00
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ANNUAL CHARGE \$ 78,408.00 BILLING CYCLE: ☐ MONTHLY ☐ QUARTERLY ☒ ANNUAL

All prices subject to required local, state and federal taxes and mandated fees.

CUSTOMER

URBAN COMMUNICATIONS, INC.

I have read and agree to the terms of the attached Master Services Agreement. I have legal authority to enter into this Agreement, and guarantee payment for all amounts due under this Agreement and subsequent Service Orders that may be entered into.

Signature: _____

Signature: _____

Printed Name: Edmund G. Urban III
Title: President

Printed Name: _____

Date: _____

Date: _____

URBAN COMMUNICATIONS, INC. MASTER SERVICES AGREEMENT – TERMS OF SERVICE – Page 1 of 2

This MASTER SERVICES AGREEMENT (the "agreement") is entered into between Urban Communications, Inc. hereinafter ("URBANCOM.NET") and Customer identified on Service Order, hereinafter ("Customer").

1. URBANCOM.NET shall provide Customer the services ordered in the Service Order. For an internet connection URBANCOM.NET shall mean a standard TCP/IP Ethernet connection at customer's premises with a single routable IP address for a dedicated connection to the Internet from URBANCOM.NET's closest Point of Presence (POP) at upstream and downstream bandwidth (the "Service Level") as set forth in the service order. Customer shall pay URBANCOM.NET the sum as set forth on the Service Order for the applicable term and any such other one time charges or fees as set on the Service Order. All initial fees shall be due upon Customer's execution of this agreement.

2. The basic installation fee quoted for Internet services shall be for the install of URBANCOM.NET antenna, radio and other premises hardware, which shall terminate with a single Ethernet connection to customer. Basic installation shall not exceed three hours of installation time. An additional \$75.00 per hour will be charged for extensive wiring required to complete the installation which exceeds the initial three hour install. Customer shall be responsible for providing all necessary inside wiring, hardware, switches, NIC's and hubs to connect to customer's network, unless those items are specifically quoted, outlined and attached to this agreement.

3. This agreement shall commence on the date the service is activated (the "Service Activation Date") which shall be listed on the Service Order and the agreement shall continue for a term ending at the end of the Service Term set forth on the Service Order as calculated from the Service Activation Date at which time this agreement shall automatically renew for like successive terms unless terminated by sending written notice to the other party at least 30 days prior to the end of the initial contract term or any subsequent renewal thereof. Any subsequent Service Order shall extend the term of the Master Services Agreement and all other service orders to the end of the term of the last Service Order, or any subsequent renewals as provided in this paragraph. Customer acknowledges that circumstances beyond the control of URBANCOM.NET may cause a delay in installation of service, in which case, the term of this Agreement shall commence on the date the service is actually activated.

4. In the event customer requests and URBANCOM.NET provides custom internal network wiring, LAN configuration or consultation services, those services will be provided at a rate of \$75.00 per hour for an Install Technician, \$85.00 per hour for Wiring Technician/Network Technician, \$95.00 per hour for Network Engineer/Field Software Engineer/Video Engineer/Senior Wiring Engineer and \$175.00 for Senior Network Microwave/Software Engineer, payment for services shall be due on presentation of invoice.

5. URBANCOM.NET is not responsible or liable for installing hardware and/or software in a different computer after initial installation; or reconfiguration of network settings due to, but not limited to tampering, re-installation of operating system, accidental removal, moving the hardware to another computer, however, URBANCOM.NET can provide additional services as may be requested on a quoted basis.

6. Customer understands that the connection to the internet is an always-on connection to a public network and that unless a firewall is installed at the customer's location, the customer's computers could be accessible to unauthorized access. An approved firewall must be installed at customer location.

7. Urbancom.net will provide Customer with the following Service Level Agreement: For an Enterprise Customer the Enterprise SLA is 99.99% uptime, Network latency of < 40ms avg, packet loss of < .1% For a Non-Enterprise Business or Residential Customer the Non-Enterprise Level SLA - 99.9% uptime, network latency of < 80ms avg, packet loss of < 1%. If we do not meet the SLA you may request in writing, within 7 days a request for credit to your account of a pro rated amount of 1 1/2 times the daily rate for the period of any such outage. The SLA does not cover Acts of God or outages outside of the URBANCOM.NET network or any Customer hardware. Including the router. Customer understands that services delivered through wireless or microwave technology require direct radio line of sight, and that any obstruction between URBANCOM.NET and Customer's antenna will probably block Customer's signal. Customer understands that because tree leaves hold water, they absorb the microwave signal, and that will degrade or disrupt Customer's connectivity. By getting equipment installed during a time of year when there are little or no leaves in the trees, Customer run the risk of losing connectivity when the leaves come back on the trees. Customer may require extra hardware and setup at that time. URBANCOM.NET may cancel continuing service, at the customer's request, without future

penalty, if URBANCOM.NET is unable to deliver a signal to customer based upon growth of foliage.

8. URBANCOM.NET reserves the right to deny service and cancel this agreement with an individual or business which URBANCOM.NET views as an excessive bandwidth Customer, for this type of connection or has abused any of the terms of service. URBANCOM.NET shall have the exclusive right in its own discretion to limit, block or restrict users to certain TCP/IP or UDP ports on the system to prevent an adverse effect on other users, or the network.

9. Customer will be invoiced monthly, quarterly or annually, in advance, for the next period's service. All payments are due within 10 days after the date of such an invoice, but in no event shall be paid later than the start of the service period. If Customer fails to pay any charge when due, including, but not limited to, installation charges or taxes, or if Customer fails to perform or observe any other material term or condition of this Agreement, or if Customer provides false or inaccurate information which is required for the provision of the service or is necessary to allow URBANCOM.NET to bill Customer for the service, Customer shall be in default. URBANCOM.NET may suspend or terminate the service to Customer under these conditions. Termination based on the above circumstances shall be deemed a Cancellation and Customer agrees that the Cancellation Charge shall apply. Any payment not received within fifteen (15) days of the invoice date will accrue interest at a rate of one and one half percent (1 1/2 %) per month, or the highest rate allowed by applicable law, whichever is lower. If Customer is delinquent in its payments, URBANCOM.NET may, upon written notice to Customer, modify the payment terms to require full payment before the provision of all services and URBANCOM.NET Supplied Equipment or require other assurances to secure Customer's payment obligations hereunder. Customer shall pay all reasonable attorneys fees or costs incurred by URBANCOM.NET for collection of any amount due or for the enforcement of any term of this Agreement. Customer hereby authorizes the charge of any credit card on file for the payment of any charges.

10. If Customer terminates this Agreement anytime after implementation, but before expiration, Customer will pay a lump sum equal to the charges of the remainder of the then-current term of the Agreement, unless URBANCOM.NET agrees in writing to a lesser amount. Customer may terminate without penalty if URBANCOM.NET notifies customer that due to technical reasons URBANCOM.NET is not able to deliver service to customer. If Customer is terminated by URBANCOM.NET for violation of the Acceptable Use Policy, Customer shall pay, immediately, a lump sum equal to the charges for the remainder of the then-current term of the Agreement.

11. URBANCOM.NET will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free service to Customer. URBANCOM.NET shall provide customers a pro-rata service credit for any outage which exceeds thirty minutes, provided a request for such credit is made in writing within seven days of the outage. Under no circumstances shall URBANCOM.NET be liable to Customer or any other person or entity for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement services. In no event shall URBANCOM.NET's liability exceed the pro-rata charges for the period of interruption.

12. Any Equipment provided hereunder is provided on an as-is basis, under the terms and conditions accompanying the equipment. All manufacturers' warranties will apply to all equipment. URBANCOM.NET may provide customer with factory refurbished hardware, which bears the same or superior warranty to new hardware. URBANCOM.NET will maintain its equipment in proper working order during the term of this agreement. All equipment installed on the customer premises shall remain property of URBANCOM.NET, unless specifically listed in this agreement as customer owned equipment. Customer will however provide general insurance coverage, which will provide protection to all URBANCOM.NET equipment, placed on customer's premises from loss by theft, fire, flood, or other casualty. Customer represents that they are the owner of the premises or they have permission from the owner to install the necessary equipment for service. Customer hereby consents to allow URBANCOM.NET equipment installed on Customer's premises to be used to serve other customers in the same or surrounding buildings. Customer hereby grants a license for the placement of URBANCOM.NET equipment in Customer's building and on their roof, and shall grant access to URBANCOM.NET to service that equipment and remove it at such times as are necessary.

13. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, URBANCOM.NET HEREBY DISCLAIMS ANY AND ALL WARRANTIES

INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.

14. URBANCOM.NET MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE SERVICE, AND Customer UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT Customer's OWN RISK AND THAT IT IS Customer's RESPONSIBILITY TO SAFEGUARD Customer's DATA AND Customer's NETWORK.

15. Routine maintenance and periodic system repairs, upgrades and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, actions by any Federal, State, Local or Municipal Government and other situations, including mechanical or electronic breakdowns may result in temporary impairment or interruption of service. As a result, URBANCOM.NET does not guarantee continuous or uninterrupted service and reserves the right from time to time to temporarily reduce or suspend service without notice. Customer shall indemnify and hold URBANCOM.NET and its directors, officers, employees, and agents harmless from any and all obligations, charges, claims, liabilities, costs and fees incurred as the result of interruptions or omissions of service or any other actions of any third party on account of the use of the URBANCOM.NET service or equipment. URBANCOM.NET reserves the right to terminate the delivery of service if at any time in its sole determination that it has a lack of sufficient transmission facilities to provide the contracted service. URBANCOM.NET shall not be responsible for damages, delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies: any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

16. This Agreement is entered into in the State of Illinois. The parties agree that any dispute arising under this Agreement shall have its venue in Sixth Municipal District of Cook County, Illinois and any such dispute shall be governed by and constructed in accordance with the laws of the State of Illinois.

17. URBANCOM.NET may assign this Agreement without Customer's prior consent and all of URBANCOM.NET'S rights, title, and interest herein shall inure to the benefit of such assignees, its successors and assigns. This Agreement shall not be assignable by Customer except with the written consent of URBANCOM.NET. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. Neither party shall disclose any of the terms and conditions of this Agreement without prior written consent of the other, provided, however, in any of its sales and marketing materials, URBANCOM.NET may refer to Customer as its customer.

19. Any written notices to URBANCOM.NET shall be sent via US Mail to Edmund G. Urban III, President, Urban Communications, Inc., 5320 West 159th Street, Oak Forest, Illinois 60452.

20. Customer shall not, without the prior written consent of URBANCOM.NET, resell the services to any third parties or connect additional Customer Equipment directly to the URBANCOM.NET network, equipment and facilities, or connect any e-mail, ftp, web, streaming media or other servers without written consent of URBANCOM.NET.

21. Customer agrees that it will use the service(s) only for lawful purposes and in accordance with this Agreement. URBANCOM.NET'S network can only be used for lawful purposes. The transmission of any material in violation of any local, state, national, or international law or regulation is prohibited. Customer will comply at all times with all applicable laws local, state, national, or international law and the Rules and Regulations, as updated by URBANCOM.NET from time to time. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret, or material that is otherwise deemed to be proprietary or judged by URBANCOM.NET to be inappropriate or improper such as bulk e-mail messages. The Rules and Regulations are incorporated herein and made a part hereof by this reference. URBANCOM.NET may change the Rules and Regulations upon five (5) days notice to Customer, which notice may be provided by listing such new Rules and Regulations at the URBANCOM.NET Web site www.urbancom.net/tos.shtml. Customer agrees to comply with such restrictions and, in the event of a failure to

comply, Customer agrees to pay the financial penalties for any fraudulent activities in accordance with the Rules and Regulations.

22. For voice services you shall not resell or transfer the service or the device to another party without our prior written consent. You are prohibited from using the service or the Device for auto-dialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting. We reserve the right to modify your service if we determine, in our sole and absolute discretion, that your use of the service or the Device is, or at any time was, inconsistent with normal small business usage patterns, or that you have at any time used the service or the Device for any of the activities mentioned above or similar activities.

23. **Registration of Physical Location Required for 911 service. For each phone line that you utilize with our Voice service, you must register the physical location where you will be using the service with that phone line. It is incumbent on you to confirm the accuracy of your physical address if you have any changes, additions or transfers of phone numbers. You are responsible to confirm your 911 address in our system by dialing 933 which will read back your phone number and currently registered 911 address. IF THAT IS NOT YOUR CURRENT LOCATION, CONTACT OUR OFFICE IMMEDIATELY TO MAKE ANY NECESSARY CHANGES TO YOUR 911 ADDRESS LOCATION.**

24. 911 service will be unavailable during:

(a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the service, including 911 Dialing.

(b) **Service Outages Due to Internet Outage or Suspension or Disconnection of Broadband Service.** Service outages or suspensions or disconnections of service of your broadband connection will prevent all service, including 911 Dialing, from functioning.

(c) **Other Service Outages.** If there is a service outage for any reason, such outage will prevent all service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

25. **Disclaimer of Liability and Indemnification.** We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither Urbancom nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless URBANCOM, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel.