

Time Warner Cable Business Class Service Agreement

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the "**Master Agreement**" by and between customer identified below ("**Customer**") and Time Warner Cable Business LLC ("**TWC or Operator**") and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Business LLC

Street: 17777 Center Court Drive, 8th Floor

Contact: Enrico Diaz

City: Cerritos

Phone: 562-677-0402

State: California

Cell Phone: 714-719-0622

Zip Code: 90703

Fax: 704-697-4790

Customer Information

Customer Name (Exact Legal Name):
Hemet Unified School District

Account Number

Federal Tax ID

Billing Address:

1791 West Acacia Ave, Hemet, CA 92545

Billing Contact Name:

Phone

Fax

Vince Christakos

951-765-5100

Authorized Contact

Phone

Fax

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Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT <http://twc.com/legal>), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME WARNER BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable

Information Services (California), LLC

Authorized Signature for Customer

By: _____

By: _____

Name (printed): _____

Name (printed): _____

Title: _____

Title: _____

Date: _____

Date: _____

Business Class Customer Service Order

Account Executive: Enrico Diaz

Phone: 562-677-0402

Cell Phone: 714-719-0622

Fax: 704-697-4790

Email: enrico.diaz@twcable.com

Customer Information		
Business Name Hemet Unified School District		Customer Type: Education
Federal Tax ID:	Tax Exempt Status	Tax Exempt Certificate #
Billing Address 1791 West Acacia Ave, Hemet, CA 92545		Account Number
Billing Contact	Billing Contact Phone	Billing Contact Email Address
Authorized Contact	Authorized Contact Phone	Authorized Contact Email Address
Technical Contact Emil Basilio, IT Director	Technical Contact Phone: 951-765-5100 Xt: 5500	Technical Contact Email Address ebasilio@hemetUSD.org

Internet Access Service Order Information				
Site Name	Address Location	Location Type	Service Description / Bandwidth	Customer Requested Due Date
District Office	1791 West Acacia Ave, Hemet, CA 92545	LOC A Host	10Gbps Dedicated Internet Access (DIA)	07-01-2017

Service Category for Internet Access		Monthly Recurring Charges	Non-Recurring Charges	Initial Order Term
1) 10Gig Circuit		\$18,500.00		36 Month
Less E-Rate Discount	90%	(\$1,850.00)		
Less CTF Discount	50%	(\$925.00)		
*Net Total		\$925.00		36 Month

Special Terms:

The Contract period will be for a three (3) Year period beginning on July 1, 2017 until the contract expiration date of June 30, 2019, with the option to extend (2) additional one (1) year terms.

The bandwidth demands for Hemet USD continue grow as more devices are installed, more video is used for instruction, implementation of the State Online Testing and SAT prep courses offerings, and new BYOD initiatives are being implemented to provide educational resources for all students

This is an amendment to the original contract signed on 3-25-2014 (July 1, 2014 through June 30, 2019), Bid No. 2013-2014/15-12614-TEC, as allowed under E-RATE to invoke additional upgraded bandwidth at the prevailing rate. Market price structures have changed since the agreement signing on 3-14-2014, by Purchasing Director Donald Rosales. The bandwidth is being changed (upgraded) to reflect the charge and bandwidth other customers are receiving for the same or similar service.

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

Agreement locks in rate for the Time Warner Cable Business Class services for term of contract. Cable television and Work-at-home services are subject to annual price change.

If the Universal Service Support for Schools and Libraries program (commonly known as the erate program), 47 C.F.R., Chapter 1, Part 54, Subpart F, et seq., is eliminated in its entirety or Customer loses its funding under such program due to no fault of Customer, Customer shall have the right to terminate the Services previously funded by such program without incurring early termination charges provided that; (a) Customer provides TWC with at least thirty (30) days prior written notice of the loss of funding and its intention to terminate; (b) Customer has paid TWC all amounts due and owing at the time of such termination for all Services provided by TWC pursuant to the Agreement; and (c) Customer pays to TWC, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services provided at the terminated location, and any costs and expenses incurred by TWC to terminate the terminated Service, including, without limitation, any applicable third-party termination liability charges. If, during the three (3) year period following such termination, Customer regains funding under the e-rate program or a substantially similar replacement program, Customer agrees to enter into a new agreement with TWC for substantially similar services for a term not less than the portion of the Initial Order Term remaining at the time of termination. The provisions of this paragraph are intended to amend the Parties' Master Agreement and govern all Service Orders thereunder, and shall survive termination or expiration of this Service Order.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Business LLC

Authorized Signature for Customer

Printed Name and Title

Printed Name and Title

Date Signed

Date Signed

Customer shall file all applicable forms and certifications by required deadlines and otherwise make every effort to accurately complete forms and comply with all E-Rate rules, regulations, and procedures. To the extent that funding of the amount of E-Rate discounts necessary to fulfill the terms of Master Agreement is reduced, denied, eliminated, or otherwise not available from the Schools and Libraries Division (SLD) of USAC, Customer shall promptly notify TWC of the SLD's determination. Customer acknowledges that TWC is not required to begin installation of any TWC Equipment or otherwise incur costs to provide such Services under a Service Order unless and until Customer notifies TWC that either (i) Customer has received confirmation of applicable discounts or (ii) Customer elects to pay in full the gross monthly Service Charges set forth on the Service Order.

DISCOUNTS

Customer chooses to use the following procedure for obtaining discounts from the SLD of the USAC:

- ☐ Form 472 Method, Billed Entity Applicant Reimbursement (BEAR) – Customer submits request to the SLD of the USAC for discounts on eligible Services received on or after the effective date of discounts and already paid by Customer.
- ☐ Form 474 Method, Service Provider Invoice (SPI) – TWC submits request for payment of discount amounts to the SLD of the USAC.

The parties have executed these E-Rate Terms and Conditions as of the date set forth below.

CUSTOMER

TWC

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date

Date