



**Customer Service Order**

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Tony Rivas  
Phone: 661-395-3376 ext:  
Cell Phone: 661-978-5103  
Fax:  
Email: [tony.rivas@charter.com](mailto:tony.rivas@charter.com)

**Order # 11183439**

<b>Customer Information: Customer Code</b>		
<b>Business Name</b>	SYLVAN USD	<b>Customer Type:</b>
<b>Federal Tax ID</b>	<b>Tax Exempt Status</b>	<b>Tax Exempt Certificate #</b>
<b>Billing Address</b>		
<b>Attention To:</b>		<b>Account Number</b>
605 SYLVAN AVE MODESTO CA 95367-9559		
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Yvonne Perez	(575) 937-1025	yperez@sylvan.k12.ca.us
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>

Current Services and Monthly charges At 5800 SAXON WAY , RIVERBANK CA 95367			
Description	Quantity	Sales Price	Monthly Recurring Total
Ben	1	\$0.00	\$0.00
Spin	1	\$0.00	\$0.00
Ctf App#	1	\$0.00	\$0.00
N Std Ao	1	\$0.00	\$0.00
En Ctfdfib	1	(\$136.60)	(\$136.60)
Eneratedfi	1	(\$1,092.80)	(\$1,092.80)
Enertxdcf	1	\$0.00	\$0.00
Cb Fbr Cust	1	\$0.00	\$0.00
Ctf Sch/Lib	1	\$0.00	\$0.00
Spi Sch/Lib	1	\$0.00	\$0.00
Hldforcestmt	1	\$0.00	\$0.00
<b>*Total</b>			<b>-\$1,229.40</b>

\*Prices do not include taxes and fees.

Current Services and Monthly charges At 1100 H St , Modesto CA 95354			
Description	Quantity	Sales Price	Monthly Recurring Total
Hldforcestmt	1	\$0.00	\$0.00
Standard Cos	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$0.00</b>

\*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1100 H St , Modesto CA 95354				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$550.00	\$550.00	36 Months
<b>*Total</b>			<b>\$550.00</b>	

\*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 5800 SAXON WAY , RIVERBANK CA 95367				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
1 GBPS OPTICAL ETHR INTRA	1	\$550.00	\$550.00	36 Months
<b>*Total</b>			<b>\$550.00</b>	

\*Prices do not include taxes and fees.

## Special Terms

### **California Teleconnect Fund (CTF) Contingency.**

If state funding for the California Teleconnect Fund (CTF) is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-Rate discounts from the Universal Service Administrative Company (USAC), Universal Service Administrative Company (USAC), administrators of E-Rate funding, Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-Rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-Rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-Rate and CTF rules, or (ii) withdraws its request for E-Rate and/or CTF.

**E-RATE FUNDING CONTINGENCY.** Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15<sup>th</sup> prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

**Rural Health Care (RHC) Plan Contingency.** Customer may submit this Service Order and the Agreement to the Rural Health Care (RHC) Division of the Universal Service Administrative Company (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to RHC funding) as part of any application seeking a federal subsidy or funding.

Upon Charter's receipt of appropriate notice that Customer is an approved RHC program participant for a Service, Charter will invoice Customer for the Service in accordance with RHC guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any RHC program rates, discounts or credits in advance of receiving such notice and Customer's request for RHC program **funding** is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the RHC program, receives RHC program funding that is less than Customer's requested funding amount, or is denied RHC program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the applicable start date of any RHC program funding.

## Special Terms

### E-Rate Funding Contingency

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ('E-Rate') funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice ('SPI') or Billed Entity Applicant Reimbursement ('BEAR') discount method by May 15th prior to the applicable funding year. Customer must complete and return an 'E-Rate Discount Election Form' to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

## 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 Customer

Yvonne Perez, Assistant Superintendent of Business  
Printed Name and Title

3/27/19  
Date Signed