AUTHORIZATION TO ORDER (ATO) UNDER SPURR MASTER CONTRACT
FOR AWARDS UNDER SPURR E-RATE ELIGIBLE SERVICES RFP

Vendor: AMS.NET, Inc. -- SPURR Master Contract: SMC-ER-028

RFP Title: Network Infrastructure Equipment and Services

RFP Issued: 11/2/2016

Award: a. Barracuda Networks equip

b. Brocade Communications equip

c. HP and Aruba Networks equip

d. Cisco Systems and Meraki equip

e. Network Wiring and Basic Maint of Internal Connections, which may include installation, software, and basic tech support svcs, related to above named equip

Earliest Start Date of Services: 7/1/2017, except non-recurring Category Two Services (if any) may be installed as early as 4/1/2017

Last Date to Order: Specified in SMC-ER-028, as amended to date.

E-Rate Priority Level or Category: 2

SPURR E-Rate Form 470 Number: 170049302

Participant Form 470, if referenced: _____

Specific Services Ordered (attach separate sheet if necessary): _____

Louise Van Meter ES UPS

Services Order Date: 7/1/2020

Scheduled Start Date of Services: 7/1/2020

Total Order Value: $ 37,876.02

By executing and presenting this ATO to SPURR, Participant confirms that it has agreed to buy from Vendor, and Vendor confirms that it has agreed to sell to Participant, the above-described products or services (the "Services"), all pursuant to the terms, conditions, and prices set forth in Vendor's response to SPURR's RFP referenced above (the "RFP"), the attached General Terms and Conditions (January 17, 2017 revision), and subject to any funding or delivery contingencies as mutually agreed by Vendor and Participant.

The terms of the RFP, the attached General Terms and Conditions, and the SPURR Master Contract awarded to Vendor pursuant to the RFP are incorporated by this reference.

A fully executed ATO must be submitted to SPURR not later than thirty (30) days after Participant and Vendor reach agreement on quantities and delivery terms for Services.

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Participant Authorization	Vendor Authorization
Participant: Los Gatos Union School District	Vendor: AMS.NET, Inc.
Street Address: 17010 Roberts Rd.	Street Address: 502 Commerce Way
City, St, Zip: Los Gatos, CA 95032	City, St, Zip: Livermore CA 94551
Contact Name: Tim Landeck	Contact Name: Thomas Vasconi
Contact Title: Director of Technology	Contact Title: VP of Sales
Contact Phone: (408) 335-2019	Contact Phone: (925) 245-6128
Contact Email: tlandeck@lgusd.org	Contact Email: tvasconi@ams.net
Authorized Signature:	Authorized Signature: Diana Monaghan
Print Name:	Print Name: Diana Monaghan
Print Title:	Print Title: VP of Administration
Date:	Date: March 3, 2020

Please submit completed ATO to SPURR either by scan and confirmed email to erate@spurr.org. SPURR will send a copy of accepted ATO to Participant and Vendor for their files.

SPURR Acceptance

Authorized Signature: _____ Date: _____

Michael Rochman
Managing Director
Phone: 925-743-1292
Email: ERate@spurr.org

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General Terms and Conditions for SPURR Authorization to Order, January 10, 2017 Revision

A. BACKGROUND

1. The School Project for Utility Rate Reduction ("SPURR") SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
2. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC-SLD") under the direction of the Federal Communications Commission, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
3. On 11/2/2016, SPURR issued a Request for Proposal for Network Infrastructure Equipment and Services (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
    a. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, Number 170049302 as a consortium for Priority or Category 2 Services, consisting of SMC-ER-028.
    b. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria: Price: 40%, Prior Experience: 25%, Understanding of Needs: 20%, Company Capabilities: 10%, Management Qualifications: 5%, TOTAL: 100%
    c. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services") and entered into a SPURR Master Contract ("SMC") with that Vendor.
4. Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is defined as a "Participant" in this program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding. To confirm Participant's agreement to buy Services from Vendor, and Vendor's agreement to sell Services to Participant, pursuant to the SPURR RFP and the SMC, Participant and Vendor must execute an Authorization to Order (an "ATO") and submit the ATO to SPURR. An ATO does not document precise quantities and delivery terms for the Services, as Participant and Vendor will enter a separate agreement between them for that purpose and for any contingencies.
5. SPURR will provide to each Participant and to Vendor upon request copies of the RFP and related files, the associated Form 470s and SMCs, and any ATOs executed by Participant and Vendor.

B. PARTICIPANT AGREES AS FOLLOWS:

1. Participant agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Participant acknowledges that it has performed its own due diligence in selecting the Vendor and the Services and their suitability to Participant's needs.
4. If Participant wishes to maintain E-Rate eligibility for the Services, then Participant either shall reference SPURR's E-Rate Form 470 as the "Establishing Form 470" of Participant's

corresponding E-Rate Form 471, or shall reference Participant's own Form 470. If Participant has referenced, or intends to reference, a SPURR Form 470 in connection with purchases under the RFP, then Participant (a) confirms that it is a member of SPURR, and (b) ratifies SPURR's issuance of the RFP and filing of Form 470 on Participant's behalf. Participant will deliver to SPURR upon request any documents reasonably necessary to evidence (a) or (b). SPURR will deliver to Participant upon request copies of all prior membership or ratification documents related to Participant in SPURR's possession or control.

5. Participant certifies that it will file all E-Rate forms and documents, and will comply with all E-Rate rules and regulations, related to the Services; provided, that SPURR is responsible for filing the referenced Form 470 and for conducting the RFP process. Participant will indemnify and hold harmless SPURR from any and all obligations arising from forms filed by Participant or from the acquisition by Participant of E-Rate funding for the Services.

C. VENDOR AGREES AS FOLLOWS:

1. Vendor agrees to the terms and conditions of the RFP and the SMC covering the requested Services.
2. Any additions or deletions to Services listed on this ATO shall be promptly reported to SPURR through an amendment to this ATO, signed by Participant and Vendor.
3. Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this ATO, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties.
4. Vendor shall invoice each Participant directly for Services and shall promptly submit to SPURR electronic copies of each invoice. For each month or calendar quoting during which Participant pays for delivered Services (a "Reporting Period"), Vendor shall submit to SPURR, within fifteen (15) days after each Reporting Period, a report in acceptable Excel format on all Services delivered to and paid for by Participant during the Reporting Period. Each Participant is responsible for payment to Vendor.
5. Vendor shall pay to SPURR the Administrative Fee in accordance with the RFP and the SMC. SPURR does not charge fees to Participants under this program. The Administrative Fee shall not appear on invoices from Vendor to Participant.