



## 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.

### Spectrum Enterprise Contact Information

Contact: Gustavo Duarte  
Telephone: (858) 635-8457 8306  
Email: [gustavo.duarte@charter.com](mailto:gustavo.duarte@charter.com)

### Customer Information

|  |  |  |
|--|--|--|
| Customer Name<br>DESERT SANDS UNIFIED SCHOOL DISTRICT            | Order #<br>12810825  |  |
| Address<br>47950 DUNE PALMS RD OFFICE LA QUINTA CA 92253         |  |  |
| Telephone<br>(760) 771-8582                                      | Email:<br><a href="mailto:mary.estrin@desertsands.us">mary.estrin@desertsands.us</a> |  |
| Contact Name<br>Helen Estrin                                     | Telephone<br>(760) 771-8582  | Email:<br><a href="mailto:mary.estrin@desertsands.us">mary.estrin@desertsands.us</a> |
| Billing Address<br>47950 DUNE PALMS RD OFFICE LA QUINTA CA 92253 |  |  |
| Billing Contact Name<br>Helen Estrin                             | Telephone<br>(760) 771-8582  | Email:<br><a href="mailto:mary.estrin@desertsands.us">mary.estrin@desertsands.us</a> |

**NEW AND REVISED SERVICES AT 83089 Us Highway 111 , Indio CA 92201**

| Service Description | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
|---------------------|------------|----------|-----------------------------|-----------------------------------|
| 5 Static IP         | 60 Months  | 1        | \$ 0.00                     | \$ 0.00                           |
| Fiber Internet      | 60 Months  | 1        | \$5,500.00                  | \$5,500.00                        |
| <b>TOTAL*</b>       |            |          |                             | <b>\$5,500.00</b>                 |

**NEW AND REVISED SERVICES AT 47950 Dune Palms Rd , La Quinta CA 92253**

| Service Description                            | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
|--|------------|----------|-----------------------------|-----------------------------------|
| Fiber Internet 10Gbps                          | 60 Months  | 1        | \$3,375.00                  | \$3,375.00                        |
| Fiber Internet-Service Upgrade within the term | 60 Months  | 1        | \$ 0.00                     | \$ 0.00                           |
| <b>TOTAL*</b>                                  |            |          |                             | <b>\$3,375.00</b>                 |

**NEW AND REVISED SERVICES AT 47950 Dune Palms Rd Unit DIA, La Quinta CA 92253**

| Service Description                            | Order Term | Quantity | Monthly Recurring Charge(s) | Total Monthly Recurring Charge(s) |
|--|------------|----------|-----------------------------|-----------------------------------|
| Fiber Internet 10Gbps                          | 60 Months  | 1        | \$3,375.00                  | \$3,375.00                        |
| Fiber Internet-Service Upgrade within the term | 60 Months  | 1        | \$ 0.00                     | \$ 0.00                           |
| <b>TOTAL*</b>                                  |            |          |                             | <b>\$3,375.00</b>                 |

**ONE TIME CHARGE(S) AT 83089 Us Highway 111 , Indio CA 92201**

| Service Description | Quantity | One Time Charge(s) | Total One Time Charge(s) |
|---------------------|----------|--------------------|--------------------------|
| FIA Installation    | 1        |                    | \$ 0.00                  |
| <b>TOTAL*</b>       |          |                    | <b>\$0.00</b>            |

1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **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 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

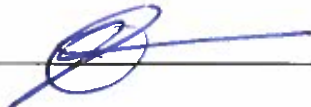
invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate 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.

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the 'Required Notice'), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer's existing product(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

Exhibit A

| Product         | Tier  | Term | MRC      |
|-----------------|-------|------|----------|
| FIA             | 10Gig | 60   | 3,375.00 |
| FIA             | 10Gig | 60   | 3,375.00 |
| FIA             | 20Gig | 60   | 5,500.00 |
| FIA             | 40Gig | 60   | 9,850.00 |
| MSS<br>Advanced | 10Gig | 60   | 9,247.50 |

By signing below, the signatory represents they are duly authorized to execute this Service Order.

| <b>CUSTOMER</b>  |                     | <b>Charter Communications Operating, LLC</b>         |                     |
|--|---------------------|--|---------------------|
|  |                     | <b>By: Charter Communications, Inc., its Manager</b> |                     |
| Signature:  | Signature: _____    | Signature: _____                                     | Signature: _____    |
| Printed Name: <u>Jordan Aquino</u>   | Printed Name: _____ | Printed Name: _____                                  | Printed Name: _____ |
| Title: <u>Assistant Superintendent, Business Services</u>                                    | Title: _____        | Title: _____   | Title: _____        |
| Date: <u>03-02-2022</u>  | Date: _____         | Date: _____  | Date: _____         |



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