SECOND EXTENSION OF RFP NO. 1-1718 – E-RATE CATEGORY ONE, DATA TRANSMISSION SERVICES AND INTERNET ACCESS AND CATEGORY TWO, INTERNAL CONNECTIONS EQUIPMENT AND SERVICE

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COX BUSINESS

This Second Extension of RFP No. 1-1718 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Cox Business (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on April 19, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2018 under which Consultant would provide services described therein.

WHEREAS, on September 12, 2018, District's Board of Trustees approved the First Extension of the Agreement for the term from July 1, 2018 through June 30, 2019. A copy of said Extension is attached as Exhibit 2 to this Second Extension to agreement; and

WHEREAS, District desires to amend RFP No. 1-1718 to reflect an additional 12 month extension for the period of July 1, 2019 through June 30, 2020;

NOW, THEREFORE, said Agreement is amended as follows:

Canistrano Unified School District

- 1. Award of RFP No. 1-1718 categories one and two to Cox Business will be extended through June 30, 2020.
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Vendor

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By:	By:
Signature	Signature
Lynh N. Rust Print Name	Damon Stone Print Name
Executive Director, Contracts & Purchasi Title	ng Sales Manager Title
Board Approval Date: January 15, 2020	Date:

FIRST EXTENSION OF RFP NO. 1-1718 – E-RATE CATEGORY ONE, DATA TRANSMISSION SERVICES AND INTERNET ACCESS AND CATEGORY TWO, INTERNAL CONNECTIONS EQUIPMENT AND SERVICE

BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT AND COX BUSINESS

This First Extension of RFP No. 1-1718 is entered into by and between Capistrano Unified School District, hereinafter referred to as "District," and Cox Business (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, on April 19, 2017, District's Board of Trustees approved an Agreement with Consultant for the term from July 1, 2017 through June 30, 2018 under which Consultant would provide services described therein. A copy of said Agreement is attached as Exhibit 1 to this First Extension of RFP No. 1-1718 E-Rate Category One, Data Transmission Services and Internet Access and Category Two, Internal Connections Equipment and Service award; and

WHEREAS, District desires to amend RFP No. 1-1718 to reflect an additional 12 month extension for the period of July 1, 2018 through June 30, 2019;

NOW, THEREFORE, said Agreement is amended as follows:

Canistrano Unified School District

- 1. Award of RFP No. 1-1718 to Cox Business will be extended through June 30, 2019.
- 2. All other terms and conditions of said Agreement, as amended, not expressly amended herein shall remain in full force and effect.

Vendor

cupistrumo cimiteu senoor zistriet	•		
By:	By:		
Signature		Signature	
Lynh N. Rust Print Name		Damon Stone Print Name	
Executive Director, Contracts & Purchasin Title	g	Sales Manager Title	
Roard Approval Date: September 12, 2018		Date:	

EXHIBIT 1



Commercial Service Agreement

04/03/2017

Debbie Glenny Cox System Address: Cox Account Rep: 949-546-2309 27121 Towne Centre Dr Phone Number: 877-873-0942 Foothill Ranch, CA 92610 Fax Number:

Customer Information		Authorized Gustomer Representative Information			
Legal Company Name: CUSD		Full Name:	Jeremy Davis		
Street Address:	33122 VALLE RD	Billing Contact:	Todd Thienngern		
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Fax:			
Billing Address:	33122 VALLE RD	Contact Number:	949-234-9474		
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Emall Address:	Biggs - Magazin Christian of Magazin Christian of Christi		
Cox Account #:					
Merge Bill:					

	Texas	and Fees No	bIncluded		Christian Child	
Service Description	Prev	New	Unit	48448-1	Service Charges	
	QTY	QTY QTY Price	Price		Monthly Recurring	One Time Activation & Setup Fees
Metro E-100Mb UNI Intrastate	0	1	379.00	12	379.00	0.00
- Additional Features	0		0.00		10.00	0.00
Metro E-500Mb UNI Intrastate	0	15	490.00	12	7,350.00	0.00
- Additional Features	0		0.00		150.00	0.00
Metro E-1Gb UNI Intrastate	0	1	640.00	12	640.00	0.00
- Additional Features	0		0.00		10.00	0.00
Metro E-10Gb UNI Intrastate	0	1	2,917.00	12	2.917.00	0.00
- Additional Features	0		0.00		10.00	0.00
Metro E-300Mb UNI Intrastate	0	31	442.00	12	13,702.00	0.00
- Additional Features	0		0.00	A	300.00	0.00
CBI 150 -150Mbps x 20Mbps	0	1	447.00	12	447.00	0.00
- Additional Features	0		0.00		5.00	0.00
Totals:			1		25.920.00	0.00

	Equipment Char	ges	
Description	Quantity	Unit Price	Total Fee

Special Conditions Metro Ethernet - 100 Mb

Metro Ethernet - 10G

Metro Ethernet - 1G

Metro Ethernet - 500 Mb

This is an amendment in reference to RFP No. 10-1314 Wide Area Network Services, Form 470#504790001206075. CUSD will exercise the first of their (2) two 1 year options to renew beginning July 1, 2017 with (1) one year voluntary extension remaining. By signing this Agreement, Customer acknowledges that they have the option to upgrade their bandwidth over the term of the contract by mutual agreement to both parties. Any subsequent upgrades will be documented through a written amendment(s). Please see Cox's proposal dated February 5, 2014 to Customer RFP N. 10-1314 for upgrade bandwidth pricing which said proposal is incorporated herein as part of this contract. See Exhibit A for locations

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at http://ww2.cox.com/aboutus/poictes/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further beknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC		
Signature:	Signature:		
Print: LYNH MIST	Print: DI E TAVA		
Title Position: EXEC. DIR.	Title Position: VILE PECSIDERS		
Date: 04.26.17	Date: 4/24/17		

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"),

then Customer's use of such Regulated Service is subject to the regulations

of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer Intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page, Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE TERMS AND ON THE WEBSITE GENERAL ://www2.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE
BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR
BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER
EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S
TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD , ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR

DAYS FOR YOUR NEW ADDRESS TO BE UPDATED. 3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable WITTEN NOTICE TO CUSTOMER AND COSTON STAND TO THE ANTICAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be

BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS

Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein. Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify Use of the data, Internet, web upstream and downstream speeds. conferencing/web hosting Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policles/business-policles.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Ubraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

Category One - Telecommunications and Internet Service

ISP

CUSD is requesting bid pricing for an Internet Service Provider (ISP) to provide Internet Service to/from the District Office data center and to/from the Transportation North data center in a mesh network configuration to ensure high availability and load balancing. Offerors should quote speeds of 3Gbps, 5Gbps, 7Gbps, 10Gbps, 15Gbps, 20Gbps, 25Gbps, 30Gbps, 35Gbps, and 40Gbps across the term of the contract. All cost proposals must include pricing to install services to the MPOE and Demarcation point. Proposal costs and fees should reflect the following scenarios:

CUSD desires to award an initial one (1) year contract; with two (2) optional annual renewal terms; however, please include fully burdened price proposals on an annual basis for a potential maximum contract of five (5) years. Pricing is to remain firm for the first three (3) years. Written requests for price increases, if approved in writing by the District, for subsequent contract renewal years, will not exceed the percentage change listed in the Consumer Price Index (CPI) for the Los Angeles area for the calendar year ending on December 31st preceding the renewal year. The awarded contractor is responsible for requesting all price increases in writing thirty (30) business days prior to expiration of contract. Price increases shall not be automatically made. If CUSD determines a price decrease may be applicable as a result of industry trends, thirty (30) business days prior to expiration of contract, CUSD will contact awarded contractor in writing to request a price decrease negotiation meeting.

By submitting qualifications and a proposal, the awarded contractor agrees that it is willing to provide such contract extensions under these terms if requested by CUSD, at CUSD's Board of Trustees' sole discretion.

Cox Response: Cox acknowledges and complies.

Speed	3Gbps	5Gbps	7Gbps	10Gbps	15Gbps	20Gbps	25Gbps	30Gbps	35Gbps	40Gbps
Price	\$5,275	\$6,525	\$7,510	\$8,950	No bid	\$13,575	No bid	No bid	No bid	\$17,900

04/26/2017



Cox System Address: Debbie Glenny Cox Account Rep: 27121 Towne Centre Dr Phone Number: 949-546-2309 877-873-0942 Foothill Ranch, CA 92610 Fax Number: **Authorized Customer Representative Information** Customer information CUSD MetroE OCDE to TN 2 LIBERTY Legal Company Name: Fuli Namo: Jeremy Davis Billing Contact: Jeremy Davis Street Address: City/State/Zip: ALISO VIEJO, CA - 92656 Fax: Contact Number: 949-234-9474 Billing Address: 33122 VALLE RD SAN JUAN CAPISTRANO, CA - 92675 Email Address: UMDAVIS@capousd.org City/State/Zip: Cox Account #: Merge Bill:

	Taxes,	and Fees No	taIncluded				
Service Description	Prev	New	Unit	Term	Service Charges		
	QTY	QTY	Price	(Months)	Monthly Recurring	One Time Activation & Setup Fees	
Cox Optical Internet 5 Gbps	0	1	6,525,00	12	6,525.00	0.00	
- Additional Features	0		0.00		0.00	0.00	
Totals:					6,525.00	0.00	

	Equipment Charg	03	
Description	Quantity	Unit Price	Total Fee

Special Conditions

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the initial term of this Agreement is 1 year(s) beginning upon E-Rate funding approval and Cox's activation of service on or after July 1, 2017 for said one (1) year period, with 4 separate one-year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply. The parties acknowledge that Cox will not provide services until E-Rate funding is approved. For example, if E-Rate funding is not approved until January 1, 2018, the one (1) year initial term will not begin until Cox activates services on or after January 1, 2018.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit "A". Taxes and fees are additional and will be separately stated on Customer's invoice. Loss of Funding, Customer may terminate this Agreement without penalty due to loss of government funding upon at least thirty (30) days written notice to Cox. Prior to terminating services due to loss of funding, the Customer must have taken all actions necessary to obtain adequate appropriations and/or funding and despite those best efforts, funding is not available. The Customer may only terminate those services in which funding is lost, and the loss of funding for some services shall not render the whole contract subject to termination. Services may not be terminated without penalty for loss of funding caused by the negligence or mistake of the Customer. Customer will always make reasonable efforts to secure such funds.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at home of the Service Terms, the AUP and the Gox acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further jacknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines th

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC		
Signature:	Signature		
Print: LYNH MIST	Print: USD E- DUVA		

Title Position: EXEC. DIR	Title Position:	VICE PRESTURA
Date: 04.20.17	Date:	4/26/17

 Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for "SG"), State which may be found (the http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN TERMS AND ON THE WEBSITE **//ww2.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX: THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD , ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

 Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable COSIS INCUITED. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at http://www2.cox.com/aboutus/pollcies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

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8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.





Cox Account Rep:	Debbie Glenny	Cox System Address:	
Phone Number:	949-546-2309	27121 Towne Cent	re Dr
Fax Number:	877-873-0942	Foothill Ranch, CA	92610
Gustomer informatio	n	Authorized Gus	tomer Representative information
Legal Company Name:	CUSD MetroE OCDE to TN	Full Name:	Jeremy Davis
Street Address:	2 LIBERTY	Billing Contact:	Jeremy Davis
City/State/Zip:	ALISO VIEJO, CA - 92656	Fax:	
Billing Address:	33122 VALLE RD	Contact Number:	949-234-9474
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Email Address:	JMDAVIS@capousd.org
Cox Account #:	45614301		
Merge Bill:			

	Taxes.	and Fees No	tinduded	经现代的		
Service Description	Prev	New	Unit	Term	5	Servico Charges
	QTY	QTY	Price	(Months)	Monthly Recurring	One Time Activation & Setup
Metro E-1Gb UNi Intrastate	0	1	1,340.00	12	1.340.00	0.00
- Additional Features	9		0.00		10.00	0.00
Totals:					1,350.00	0.00

	Charges	
Description Quantity	Unit Price	Total Fee

Special Conditions Metro Ethernet - 1G

This is an amendment in reference to RFP No. 10-1314 Wide Area Natwork Services, Form 470#504790001206075. CUSD will exercise the first of their (2) two 1 year options to renew beginning July 1, 2017 with (1) one year voluntary extension remaining. By signing this Agreement, Customer acknowledges that they have the option to upgrade their bandwidth over the term of the contract by mutual agreement to both parties. Any subsequent upgrades will be documented through a written amendment(s). Please see Cox's proposal dated February 5, 2014 to Customer RFP N. 10-1314 for upgrade bandwidth pricing which said proposal is incorporated herein as part of this contract.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms box acted at http://ww2.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this agreement, Customer acknowledges that if (i) the transport Service(s) ics Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installa

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
1	
Signature:	Signature:
Print: LYNH MST	Print: Damon Stone
Title Position: EXEC - MR	Title Position: Sale Japagor
Date: 04.20.17	Date: 4-76-17

1. Tariffs/Service Guide If Customer is purchasing any Service that is

regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tanifs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911
PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN
THE GENERAL TERMS AND ON THE WEBSITE http ://ww2.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER 15 RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD , ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

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the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoldance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination (ee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

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7. E-Rate Customers If Customer is an educational Institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

In addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE

BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

04/03/2017



Cox Account Rep:	Debbie Glenny	Cox System Addre	985:
Phone Number:	949-546-2309	27121 Towne Cent	re Dr
Fax Number:	877-873-0942	Foothill Ranch, CA	92610
GustomerInformation		Authorized Gus	tomer Representative Information
Legal Company Name:	CUSD MetroE OCDE to TN	Full Name:	Jeremy Davis
Street Address:	2 LIBERTY	Billing Contact:	Jeremy Davis
City/State/Zip:	ALISO VIEJO, CA - 92656	Fax:	Appear and the second of the s
Billing Address:	33122 VALLE RD	Contact Number:	949-234-9474
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Email Address:	JMDAVIS@capousd.org
Cox Account #:	45614301	,	
Merge Bill:			

Service Description	Prev	New	Unit	Term		Service Charges
	QTY	QTY	Price	(Months)	Monthly Recurring	One Time Activation & Setup Fees
Metro E-5Gb UNI Intrastate	0	1	1,015.00	12	1,015.00	0.00
- Additional Features	0		0,00		10.00	0,00
Totals:					1,025.00	0.00

	Equipment Char	gos	
Description	Quantity	Unit Price	Total Fee

Special Conditions

Customer may terminate this Agreement without penalty due to loss of E-Rate or required State funding upon at least thirty (30) days written notice to Cox. Prior to terminating services due to loss of funding, the Customer must have taken all actions necessary to obtain adequate appropriations and/or funding and despite those best efforts, funding is not available. The Customer may only terminate those services in which funding is lost, and the loss of funding for some services shall not render the whole contract subject to termination. Services may not be terminated without penalty for loss of funding caused by the negligence or mistake of the Customer. The Agreement is governed by the laws of the State of California. This contract is in reference to RFP No. 1-1617 for transport from Transportation North to OCDE for Erate funding year 2017-2018 for a 1 year term with three (3) 1-year options to renew and may be upgraded up to 25G during this term.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox teriffs, Service Guides, State and Federal regulations, the General Terms located at http://www.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the Software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this agreement, Customer acknowledges that if (1) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designation of the transport Service, Ethernet Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable a

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC	
Signature:	Signature:	
Print: LYNH MST	Print: Damon Stone	
Title Position: ExCC ONC Date: 04-20-13	Title Position: Sales Manager	
Date: 04-20-17	Date: 4-24-17	

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for "SG"), which may be found (the http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

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I//www.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE
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OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR BUSINESS IS MOVED, THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

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BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

04/03/2017



Cox Account Rep:	Debbie Glenny	Cox System Address:
Phone Number:	949-546-2309	27121 Towne Centre Dr
Fax Number:	877-873-0942	Foothill Rarich, CA 92610
GustomerInformation		Authorized Gustomen Representative Information
Legal Company Name:	CUSD MetroE OCDE to TN	Full Name: Jeremy Davis
Street Address:	200 KALMUS DR	Billing Contact: Jeremy Davis
City/State/Zip:	COSTA MESA, CA - 92626	Fax:
Billing Address:	33122 VALLE RD	Contact Number: 949-234-9474
City/State/Zip:	SAN JUAN CAPISTRANO, CA - 92675	Email Address: JMDAVIS@capousd.org
Cox Account #:	52934201	
Merge Bill:		

	Tares	and Feet No	c Included	Marie Co	Section.	
Service Description	Prev	New	Unit	Term		Service Charges
	QTY	QTY	Price	(Months)	Monthly Recurring	One Time Activation & Setup Fees
Metro E-5Gb UNI Intrastate	0	1	1,015.00	12	1,015.00	0.00
- Additional Features	0		0.00		10,00	0.00
Totals:		1			1,025.00	0.00

	Equipment Charges		
Description	Quantity	Unit Price	Total Fee

Special Conditions

Customer may terminate this Agreement without penalty due to loss of E-Rate or required State funding upon at least thirty (30) days written notice to Cox. Prior to terminating services due to loss of funding, the Customer must have taken all actions necessary to obtain adequate appropriations and/or funding and despite those best efforts, funding is not available. The Customer may only terminate those services in which funding is lost, and the loss of funding for some services shall not render the whole contract subject to termination. Services may not be terminated without penalty for loss of funding caused by the negligence or mistake of the Customer. The Agreement is governed by the laws of the State of California. This contract is in reference to RFP No. 1-1617 for transport from Transportation North to OCDE for Erate funding year 2017-2018 for a 1 year term with three (3) 1-year options to renew and may be upgraded up to 25G during this term.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at http://www2.cox.com/aboutus/nollcues/business_general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this agreement, Customer acknowledges that if (1) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in hature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Custome

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
Signature:	Signature:
Print: LYNH MST	Print: Damon Stone
Title Position: EXEC. Die	Title Position: Sales Manager
Date: 04-26-17	Date: 4-7-17

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term. 2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 91: PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN TERMS AND ON THE WEBSITE THE GENERAL TERMS AND ON THE WESSTE HILL INVA. COX. COM/DUSINESS/VOICE/regulatory.cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD , ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

 Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays Installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cax reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable COSTS INCUITED. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate,

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Fayment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer falls to pay any amounts when due and falls to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, we conferencing/web hosting Services shall be subject to the AUP at Use of the data, Internet, web http://ww2.cox.com/aboutus/policles/business-policles.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE

BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THE ACREMANCE OF THE SERVICES.

CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERNIET AND WIFE SPEEDS WILL VARY. COX WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. CO. MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.



04/03/2017



Cox Account Rep:	Debbie Glenny				m Addres		
Phone Number:	949-546-2309			27121 Tov			
Fax Number:	877-873-0942			r-oothill Ra	nch, CA 9	2610	
Gustomerinformatic	on	reselection	11/2/19	Authoriz	ed Gusto	mer Represent	ative information
Legal Company Name:	Capistrano Unified Scho	ool District to OCDE		Full Name		eremy Davis	
Street Address:	33122 VALLE RD			Billing Co	ntact:	eremy Davis	
City/State/Zip:	SAN JUAN CAPISTRAI	NO, CA - 92675		Fax:			
Billing Address: City/State/Zip:	33122 VALLE RD SAN JUAN CAPISTRAI	10 CA 02626		Contact N		49-234-9474 MDAVIS@CAPC	Tich one
Cox Account #:	45785201	10, CA - 32075		Email Aud	11035.	MDAVIS@CAPC	JUSU URG
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Servi	ice Description	Prov	New No	Unit	Term		Service Charges
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4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and lails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's Invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (1) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement, Customer shall use the Cox Equipment only for the purpose of receiving the Services, Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web upstream and downstream speeds. Use of the data, Internet, conferencing/web hosting Services shall be subject to the AUP http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

04/03/2017



Title Position: EXEC . MR

Date: 04.20.17

Cox Account Rep: Phone Number:	Dobbio Classic								
Phone Number:				Cox System Address:					
Fax Number: 877-873-0942				27121 Towne Centre Dr Foothill Ranch, CA 92610					
rax Number.	D17-013-0942) Oou iii rea	ildi, CA s	32010			
Gustomer Information				Authoriz	ed Custo	omer	Representa	tive information	
Legal Company Name:	Capistrano Unified School District to OCD			Full Name:		Veremy Davis			
Street Address:		200 KALMUS DR				Jeren	eremy Davis		
City/State/Zip:	COSTA MESA, CA - 926	26		Fax:					
Blifing Address:	33122 VALLE RD			Contact Number: 949-234-9474					
City/State/Zip:	SAN JUAN CAPISTRANI	O, CA - 92675		Email Add	ress:	UMDA	AVIS@CAPOL	JSD ORG	
Cox Account #: Merge Bill:	52934201								
Merge Bill:									
		Taxes	and Fees No	eIncluded					
Service Description		Prev	Prev New		Unit Term		Service Charges		
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Title Position:

Date:

Sales Manager

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/volce/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

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4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP,

E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply,

in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE **BOUND BY THE GENERAL TERMS**

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY, COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.