



Service Agreement

Date: 8/21/2014

Customer Information

Customer Status: Existing Customer

Customer Name: RANDOLPH TOWNSHIP SCHOOLS

Billing Address: 25 SCHOOLHOUSE RD RANDOLPH NJ 07869
Street Address Suite City State Zip Code

Billing Contact: _____ Phone _____ Email _____

Order Contact: _____ Phone _____ Email _____

Lightpath Contact: David Bourhill Phone (201) 644-9621 Email dbourhil@golightpath.com

Lightpath Services

The above Customer agrees to the ordering of the following Lightpath Services:

Order Type: Service Upgrade
 Service Location Type: LIT
 'A' Location: 575 Millbrook Ave, Randolph, NJ 07869-3705
 Demarc: _____

Account #: 53239
 Service Location Type:
 'Z' Location:
 Demarc: _____

	<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
1 INTERNET VOICE BUNDLE 100,000MOU 1000MB	\$5,000.00	1	\$5,000.00	\$0.00

Agreement Term:	Co-terminus	<i>For Internal Use Only</i> Addendum <input type="checkbox"/>
Total Monthly Recurring Charge:	\$5,000.00	
Total Installation Charge:	\$0.00	

Remarks

Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at www.GoLightpath.com. Cablevision Lightpath, Inc. ("Lightpath"), with offices at 200 Jericho Quadrangle, Jericho, NY 11753, executes this Agreement on its behalf and on behalf of its subsidiaries, Cablevision Lightpath CT LLC, for Services purchased in CT and Cablevision Lightpath NJ LLC, for Services purchased in NJ. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges.

Agreed by:

Customer

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Cablevision Lightpath, Inc.

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Service Agreement Terms and Conditions

Lightpath Service: All services (“Service(s)”) ordered by Customer from Lightpath shall be subject to Lightpath’s acceptance of this Service Agreement and any applicable Addenda (“Agreement”) listing the Service and fees associated with the requested Service. All product and technical descriptions may be viewed at www.GoLightpath.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term (“Initial Service Term”) shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, and upon sixty (60) days prior written notice from Lightpath, as applicable, this Agreement shall automatically renew for successive terms. Either party may give notice of its intent not to renew the term in writing at least thirty (30) days prior to the end of the applicable term. For Agreements on a month-to-month term, Lightpath may modify rates on thirty (30) days notice.
2. **Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use (“Start of Service Date”). Service is considered to be available for use when connectivity is established to the Lightpath demarcation point and tested in accordance with the applicable technical specification for the Service.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Lightpath. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges. Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed by accessing Lightpath’s web portal "Customer Care Online" at www.GoLightpath.com.
5. **New Build:** A “New Build” is a site to which Service originates or terminates and to which Lightpath must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Lightpath’s control.
6. **Early Termination / Cancellation – New Build:** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for all reasonable direct costs incurred by Lightpath prior to Customer cancellation of such Service. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the applicable term as follows: (a) 100% if Customer terminates during the first year; (b) 75% if Customer terminates during the second year; and (c) 50% if Customer terminates after the second year.
7. **Early Termination / Cancellation – Non-New Build (“LIT”):** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for installation fees, whether waived or not. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the applicable term as follows: (a) 100% if Customer terminates during the first year; and (b) 50% if Customer terminates after the first year.
8. **Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready (“CNR”) for Lightpath to deliver Service and/or complete installation to the Lightpath demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Lightpath to complete installation within ten (10) business days from such projected installation date, Lightpath will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
9. **Type II Service:** Service provided by a third party (“Type II”) is priced on an individual case basis. Type II Service will terminate at the minimum point of entry (“MPOE”) demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Lightpath. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
10. **Connect Conferencing Services:** Audio Connect and Web Connect conferencing Services purchased pursuant to this Agreement are subject to Lightpath Connect Service Attachment Additional Terms and Conditions attached hereto, as applicable.
11. **Video Conference Service:** Video Conference Service purchased pursuant to this Agreement is subject to Lightpath Video Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
12. **Managed Backup Service:** Managed Backup Service purchased pursuant to this Agreement is subject to Lightpath Managed Backup Service Attachment Additional Terms and Conditions attached hereto, as applicable.
13. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Lightpath Managed WiFi

Service Attachment Additional Terms and Conditions attached hereto, as applicable.

14. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
15. **Service Level Agreement:** The [Service Level Agreement](#) (“SLA”) at [www.GoLightpath.com/terms](#) sets forth Customer’s sole remedy for any claim relating to the Service including any failure to meet any guarantee set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
16. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Lightpath’s [Acceptable Use Policy](#) at [www.GoLightpath.com/terms](#). Lightpath reserves the right to suspend Service or terminate this Agreement effective upon notice for a violation of the Acceptable Use Policy.
17. **Privacy Practices:** Lightpath’s [Privacy Policy](#) at [www.GoLightpath.com/terms](#) along with Security Procedures sets forth Lightpath’s commitment to respecting and protecting the privacy of its customers.
18. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement, including but not limited to Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Lightpath under the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath’s Regulations and Schedule of Charges are subject to [Additional Terms and Conditions for Non-Tariff Services](#) at [www.GoLightpath.com/terms](#).

All other Services purchased pursuant to this Agreement including but not limited to voice service(s) are subject to the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath’s Regulations and Schedule of Charges as set forth at [www.GoLightpath.com/terms](#).

19. **Use of Service:** Lightpath’s Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, or for any use that could harm or interfere with the ability of Lightpath or others to use Lightpath’s Network (“Prohibited Use”). Lightpath shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use.
20. **Confidentiality:** “Confidential Information” consists of all information disclosed, whether written or oral, by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being “proprietary” or “confidential” or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party’s customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

21. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
22. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. No amendment to this Agreement shall be valid unless in writing and signed by all parties.