



SERVICE AGREEMENT

(Intrastate ICB)

Customer Name:	Randolph Twp. Public School	Main Billing Tel. No:	201-V03-7092
Address:	573 Millbrook Rd., Randolph, NJ 07869	Agreement Number	2010-505840

Services. Customer hereby requests and agrees to purchase from the Verizon company identified in the applicable Exhibit(s) (“Verizon”) the services identified in Exhibit(s) attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon’s applicable tariffs, (the “Service”) for the service period stated in the Exhibit(s) or Addendum applicable to such Service (the “Service Period”), subject to Verizon’s receipt of any necessary regulatory and other governmental approvals required to provide the Service under the terms hereof. The Service will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s) and Addenda attached to or made a part hereof.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Service. If Customer cancels or terminates this Agreement or any Service prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Notices. Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service, Email: notice@verizonbusiness.com. With a copy to, Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President, Legal. Notices shall be deemed effective five business days after such mailing.

Miscellaneous. (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.

(b) In the event of any claim or dispute, the laws of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party’s legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party’s reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any state or jurisdiction, or does not receive any governmental or regulatory approval required by law in any state or jurisdiction, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such state or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Service provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with the Service, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Service, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibit(s) attached hereto and any Addendum(a) made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:
 Randolph Twp. Public School (Customer)

By _____
 Name/Title _____
 Date _____

By _____
 Name/Title _____
 Date _____

Verizon Business Network Services Inc.,
 on behalf of the Verizon company identified in the attached Exhibit(s)

(ICB_gov_v020503)
 East/West v_12-26-03

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Verizon Company Name: Verizon New Jersey Inc. (referred to in this Exhibit as “Verizon”)
 State: NJ
 Customer Name: Randolph Twp. Public School
 ICB Case No.: 2010-505840

TRANSPARENT LAN SERVICE (TLS)

1. Service and Rates. Customer agrees to purchase the following Service from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon’s then-current retail rate. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.

Minimum Quantity	Service Item	Nonrecurring Charges	Monthly Unit Rate (Each)	Total Monthly Rate
7	EMS 10Mbps Standard Access Line	N/A	\$841.99	\$5,893.93
1	EMS 100Mbps Standard Access Line	N/A	\$1,695.70	\$1,695.70
0	EMS 1000Mbps Standard Access Line	N/A	\$2,744.53	\$0.00
0	EMS Interoffice Mileage	N/A	\$100.00	\$0.00

- (i) Nonrecurring charges are not applicable for initial Service installation. Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration.
- (ii) Interoffice (IOF) Mileage applies when local customer serving office is different from the installed TLS serving office. There is no charge for the first 20 IOF miles. IOF miles exceeding 20 IOF miles will be charged at \$100 per IOF mile.
- (iii) Additional charges may be required if suitable facilities are not available to provide Service at any locations, including but not limited to switch/port, IOF fiber and loop fiber availability on the day an order is placed.
- (iv) Any mileage quantities identified above shall be deemed initial estimates only and billing for mileage charges will be based on actual mileage.

2. Service Period. Customer shall purchase the Service for a period of thirty-six (36) consecutive months following the execution of this Agreement, the installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Service under the terms hereof (“Service Period”). Customer may order additional Service at the rates set forth above during the first sixteen (16) months of the Service Period. A \$1,300.00 Nonrecurring charge applies to any Service order after completion of the first sixteen (16) months of the Service Period. The Service Period for all Services ordered hereunder shall be coterminous. By providing Verizon with at least sixty (60) days written notice prior to the expiration of the Service Period, Customer, at its option, may extend the Service Period for up to a maximum of one (1) additional twelve (12) month period unless such continuation is not permitted under applicable law or regulation. Termination charges will apply to all Service disconnected prior to the end of the Service Period or any extension thereof. Verizon and Customer entered into Application for Service signed by Customer on September 22, 2006 (the “Prior Agreement”) for the provision of TLS service. Upon commencement of the Service Period under this Agreement, the Prior Agreement shall be deemed to be superseded and replaced in its entirety by this Agreement and the parties shall have no further obligations under such Prior Agreement except that Customer will be responsible for payment of charges for TLS service under the Prior Agreement until commencement of the Service Period hereunder.

3. Minimum Commitment and Shortfall. The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above as the Minimum Quantity. Verizon will review Customer’s account on each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Minimum Quantity, Customer shall pay to Verizon an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that Service had Customer satisfied the applicable Minimum Quantity for such Service (“annual review”). Hereinafter, such amounts due Verizon shall be referred to as the “Shortfall Amounts”. Verizon will issue an invoice to Customer for any Shortfall Amounts due hereunder.

4. Termination Charges. If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to seventy five percent (75%) of the applicable monthly



rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period or any extension thereof. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing.

5. Additional Provisions.

- a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.
- b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.
- c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.
- d. Facilities. The Service is available only from offices which have the necessary facilities to provide TLS on the standard TLS platform. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination, in whole or in part, by Verizon without application of the termination charges described above.
- e. Customer Purchase Orders. The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.
- f. Maximum Allowable Range for Service. The maximum allowable range for the Service is determined by the dB loss rate. The actual distance between the TLS equipped serving central office and Customer's location may vary due to the facility used in each serving arrangement. The maximum dB loss cannot exceed 20dB @ 1310nm for 10Mbps, 26dB @ 1310nm for 100Mbps, 9.5dB @ 1330nm for 1000Mbps or 22dB @ 1550nm for 1000Mbps. Service is available only where database loss is not exceeded.
- g. Verizon, at its discretion, may increase the rates for the Service if this Agreement is not signed and dated by Customer on or before April 6, 2010.

6. Locations. The Service shall be provided to Customer under the terms hereof at the following Customer locations, provided such locations are located within Verizon's incumbent local exchange service area. Other Customer locations may be added to this Agreement only upon mutual written assent of the parties.

Quantity	Service Item	Fast Packet Switch	Street Address	City	State	Zip Code	IOF Miles
1	EMS 10 MB Standard Access Line	MRTWNJMR	522 MILLBROOK AVE	RANDOLPH	NJ	07869	
1	EMS 10 MB Standard Access Line	MRTWNJMR	206 QUAKER CHURCH RD.	RANDOLPH	NJ	07869	
1	EMS 10 MB Standard Access Line	MRTWNJMR	507 MILLBROOK RD.	RANDOLPH	NJ	07869	
1	EMS 10 MB Standard Access Line	MRTWNJMR	9 ARROW PLACE	RANDOLPH	NJ	07869	



1	EMS 10 MB Standard Access Line	MRTWNJMR	FFT Exhibit #4, 2-16-10 25 SCHOOL HOUSE RD.	RANDOLPH	NJ	07869	
1	EMS 10 MB Standard Access Line	MRTWNJMR	303 DOVER CHESTER RD.	RANDOLPH	NJ	07869	
1	EMS 10 MB Standard Access Line	MRTWNJMR	25 SCHOOL HOUSE RD[2]	RANDOLPH	NJ	07869	
1	EMS 100 MB Standard Access Line	MRTWNJMR	573 MILLBROOK ROAD	RANDOLPH	NJ	07869	

