

E-Rate Funding Related Terms and Conditions Service Attachment

I. General.

- A.** The terms and conditions of this service attachment apply with respect to any Services (which term includes equipment) for which Customer seeks E-Rate funding ("E-Rate Services") under the federal Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company or USAC ("E-Rate Program").
- B.** Delayed Implementation. Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services upon Customer request, until such time as Customer notifies Verizon in writing of USAC's approval of E-rate funding, or Customer notifies Verizon to proceed to provide such E-rate Services (regardless of whether E-rate funding is or has been approved), in which case Customer shall be responsible for payment as set out in Section III.C below. However, if within twelve (12) months after this Agreement is signed by either party, Customer has neither notified Verizon that it has received such USAC approval of E-rate funding for E-rate Services nor notified Verizon to proceed to provide such E-rate Services, then Verizon reserves the right to terminate this Agreement with respect to such E-rate Services upon written notice to Customer.
- C.** Term and Survival. Notwithstanding any other provisions to the contrary set forth in the Verizon Business Service Agreement (the "Agreement") to which this is attached, the Initial Term and Effective Date for E-Rate Services will be as follows: Providing Customer has signed and delivered this Agreement to Verizon no later than May 1, 2011, the "Initial Term" for the E-Rate Services will be scheduled to begin on July 1, 2011, or as soon thereafter as such services are installed if not previously installed, and the pricing in this Agreement will be effective for such E-Rate Services on that date ("Effective Date") . If Verizon has not received the signed Agreement from Customer by May 1, 2011, the Initial Term for the E-Rate Services will be scheduled to commence on the 1st day of the 2nd billing cycle following Verizon's receipt of the signed Agreement from Customer, or as soon as such services are installed if not previously installed, but in no event earlier than July 1, 2011. The Initial Term shall end upon completion of the number of months specified as the Initial Term in the Agreement following the commencement of the Initial Term. Unless otherwise agreed, the Initial Term for new or additional E-Rate Services installed after the Initial Term begins will be co-terminus with the Initial Term applicable to the other E-Rate Services. At the end of the Initial Term, the Agreement for these Services may be subject to extension or continuation to the extent so provided in the provisions of the Agreement applicable to these Services. In the event the Services are provided to, and used by, Customer after the signature of this Agreement but prior to July 1, 2011, then Customer shall pay the rates set forth in this Agreement unless a prior written agreement is in effect and applicable to such pre-July 1 time period
- D.** Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-Rate Program.

II. E-Rate Funding Method.

Please designate the intended funding method by checking the appropriate box below:

- Billed Entity Applicant Reimbursement Form ("BEAR") – FCC Form 472
- Service Provider Invoice Form_ ("SPIF") – FCC Form 474

III. Customer Responsibilities.

- A.** Customer is solely responsible for applying for and securing any E-Rate funding, and for ensuring the accuracy and integrity of all data and information submitted in connection

with such application. Verizon has no liability arising from any assistance it provides Customer in connection with such application and Customer shall hold Verizon harmless with respect to any such assistance or information provided to Customer.

- B.** Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular Services for E-Rate funding, as such determination rests solely with the Schools and Libraries Division of USAC in its capacity as administrator of the E-Rate Program. Any reference in the Agreement to E-Rate eligibility or ineligibility is not determinative, but is for ease of reference only.
- C.** If for any reason Customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding in whole or in part, or if such funding is withdrawn or canceled in whole or in part, or if payment of any Verizon charges is denied by USAC in whole or in part, Customer is nevertheless obligated to pay one-hundred percent (100%) of the charges associated with the Services provided under this Agreement that are not paid to Verizon from E-Rate funding, including if applicable reimbursing to Verizon any funds which Verizon is obliged to return to USAC on account of Customer in connection with the Agreement.
- D.** Upon request, Customer will provide Verizon with copies of any E-rate-related materials (including all attachments) reasonably requested by Verizon, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) approved SLD FCC 486 Service Certification Form.

IV. Payment.

- A.** Standard Invoicing. Except as provided below, Verizon will invoice Customer in full for all Services, including those for which Customer's E-rate funding request has been approved. Customer will pay all invoices as provided in the Agreement. With respect to Services for which E-Rate funding has been approved, Customer will file FCC Form 472 (Billed Entity Applicant Reimbursement Form or BEAR) and certify that it has paid for those Services in full. (Note that Verizon must receive an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form before Verizon will sign Customer's FCC Form 472 (BEAR).) Within twenty (20) business days after receipt of payment from USAC, Verizon will remit the approved discounted portion to Customer.
- B.** Alternative Invoicing.
 - 1. For some services (which Verizon will identify for Customer on request), Customer may request that Verizon invoice Customer only for the so-called non-discounted charges (i.e., the charges that are not to be paid or reimbursed via E-Rate funding).
 - 2. Any such request will apply to all E-Rate Services that are eligible for such invoicing until Customer notifies Verizon that it does not want to continue that invoicing treatment with respect to a subsequent funding year. Once made, this invoicing election may not be changed for the current year.
 - 3. To qualify for such invoicing, Customer must send notice to Verizon under this Agreement, together with an approved SLD Funding Commitment Decision Letter and approved SLD FCC Form 486 Service Certification Form.
 - 4. Customer understands that Verizon will file FCC Form 474 (Service Provider Invoice Form or SPIF) to obtain payment from USAC of the so-called discounted charges, and upon request, Customer will provide any appropriate documentation or information to Verizon or USAC in support of Verizon's request(s) for payment.
- C.** If, following the end of the funding year, Verizon determines that it has received payment for a Service from both USAC and Customer, Verizon will correct any such duplication, either through credits or refunds to Customer or USAC, as it determines to be appropriate.