



RFP 190001075 Response
Hillsboro Independent School District
121 E. Franklin Street
Hillsboro, TX 76645

November 16, 2018



Hillsboro ISD
Attention: Purchasing Department
121 E. Franklin Street
Hillsboro, Texas. 76645

To Whom It May Concern:

FidelityLink, LLC would like to thank the Hillsboro Independent School District for the opportunity to bid on your Wide Area Network (WAN). FidelityLink is a certificated telecommunications carrier in Texas and has a valid (non-red-light status) SPIN for the E-rate program. FidelityLink's mission is to build and deliver private fiber networks and network services that offer unsurpassed security, scalability and reliability.

FidelityLink is proposing to construct a dedicated, turn-key private fiber network of five (5) miles for the District connecting five (5) locations with connections with which can be delivered as a dark fiber network, or provided as a 10Gbps leased lit wide area network. This infrastructure will enable the current applications and give the District the ability to plan for future bandwidth intensive applications.

FidelityLink has included pricing options with and without Special Construction Charges.

Thank you for your consideration. We look forward to discussing this with you and your team in person. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

Joey Broadway

Joey Broadway
FidelityLink, LLC
joey.broadway@fidelity-link.com
Direct: (870) 919-7064
Main: (573) 426-2000

TABLE OF CONTENTS

SOLUTION OVERVIEW4

ABOUT FIDELITYLINK5

RFP REQUIREMENTS.....6

SOLUTION REQUIREMENTS.....8

PRICING PROPOSAL – WITH SPECIAL CONSTRUCTION.....12

PRICING PROPOSAL – WITHOUT SPECIAL CONSTRUCTION.....13

NETWORK TOPOLOGY14

EXHIBIT A: FIDELITYLINK SERVICE LEVEL AGREEMENT15

EXHIBIT B – REFERENCE CUSTOMERS19

SOLUTION OVERVIEW

Hillsboro ISD is looking for options to connect their five (5) locations with either a Dark Fiber Lease **or** leased lit services from 1Gbps to 10Gbps.

FidelityLink is providing pricing options for:

- Leased Lit 10Gbps service for 36 months term, optional 12-month extensions, and with Special Construction Charges. This pricing is listed on page 12.
- Leased Dark Fiber service for 5, 10, 15-year terms, option 12-month extensions, and with Special Construction Charges. This pricing is listed on page 12.
- Leased Lit 10Gbps service for 36 months term, optional 12-month extensions, and without Special Construction Charges. This pricing is listed on page 13.
- Leased Dark Fiber service for 5, 10, 15-year terms, option 12-month extensions, and without Special Construction Charges. This pricing is listed on page 13.

The FidelityLink proposal has three key advantages:

- **Designed with the end users in mind:** This network and the technology it enables will be transformative for the Hillsboro ISD. Educators, students, administrators and parents will be able to utilize applications such as video conferencing, distance learning, and unified communications.
- **Technically Superior:** The solution is secure, resilient, and extensible providing a 100% buried fiber network connectivity to every location. This private fiber network will allow Hillsboro ISD to consolidate their network management, provide a secure and stable connections between district locations, and scale the bandwidth to support today's applications as well as into the future.
- **24x7x365 Support:** Fidelity's experienced and customer service focused network operations center will provide 24/7 network monitoring making it easy to coordinate changes, additions, maintenance and repair.

FidelityLink's response will reference sections and headers from actual Hillsboro ISD bid. There will be three types of responses for each item: acknowledgement, concise answer detailed within this document, and (where applicable) a reference to an attachment. In some cases, the response may be a combination of all three types.

ABOUT FIDELITYLINK

For over ten (10) years FidelityLink has provided turnkey network solutions to school districts and municipalities building private fiber networks (PFN's) that are cost effective and completely secure and flexible for future growth and use. FidelityLink serves education and municipal customers in Arkansas, Illinois, Missouri, Oklahoma and Texas.

SECURE: When you build your own private fiber network with FidelityLink you will have a 100% secure, private network that only carries YOUR data for YOUR applications.

SCALABLE: As your bandwidth requirements increase, so can the speed of your network. FidelityLink networks are designed to quickly be upgraded to support speeds up to 100Gbps.

PREDICTABLE COSTS: Your WAN fiber costs are fixed for the term of the contract - regardless of how much fiber bandwidth you use. Additionally, all of the FidelityLink fiber solutions qualify for Priority One E-rate funds including flexible payment options for special construction charges.

24X7 SUPPORT: Our team of experienced professionals proactively monitors your services and is available 24x7 to help solve issues or answer questions.

A COMPLETE SOLUTION: FidelityLink offers the following single source technical solutions including:

- Network Design Engineering
- Network construction including fiber splicing, and testing
- Private dark fiber network construction and maintenance.
- Wide Area Network (WAN) services
- 24X7X365 Network Monitoring
- High speed internet access from 10Mbps to 100Gbps
- E-Rate expertise to school districts for over ten years.

For more information please visit www.fidelity-link.net as well as the attached references in Exhibit B.

RFP REQUIREMENTS

Below are the FidelityLink responses to the RFP requirements detailed on page 1 of the Hillsboro RFP.

Requirement	FidelityLink Response
All proposals must be submitted through the system to be accepted.	Acknowledged.
All vendors must comply with the Texas Education Agency Financial Accountability Guidelines found in Module 3: Purchasing.	Acknowledged.
For all of the items/services listed in this Request for Proposal, please consider services that are equivalent, more/less in quantity, better and/or more cost effective when submitting proposals.	Acknowledged.
Quotes should provide turn-key solutions including installation/configuration charges, surcharges, surcharges and any special construction charges when applicable. If special construction charges apply, please include the option for installment payments of up to 4 years for the applicants non-discounted share.	Acknowledged.
All contracts are contingent upon funding by the Schools and Libraries Division (SLD) of the Universal Services Administrative Company (USAC) unless otherwise agreed upon by district.	Acknowledged.
All pricing provided in the proposal should be in accordance with the Lowest Corresponding Price rule.	Acknowledged.
Proposers should separate the cost of eligible services/products from non-eligible services/products and clearly indicate this separation on the proposal.	Acknowledged.
Proposer must be in good standing with the Federal Communications Commission (FCC) and does not have a red-light status. If there is a red-light status, the contract will become null and void without penalty to the applicant.	Acknowledged. FidelityLink is in good standing with the FCC and has a green-light status.
Proposers will be held responsible for complying with all E-Rate program rules. No gifts shall be offered or accepted by the applicant at any time.	Acknowledged.

Requirement	FidelityLink Response
All submitted bids should include contracts and the contracts should also include the option for voluntary extensions unless they are month to month services.	Acknowledged. Pricing options are outlined within the Pricing Proposal section on pages 12 and 13.
A manufacturer's multi-year warranty for a period up to three years that is provided as an integral part of an eligible component without a separately identifiable cost, may be included in the cost of the component.	Acknowledged.

SOLUTION REQUIREMENTS

Routine Maintenance and inspection

FidelityLink will be responsible for all routine maintenance, inspection and repair of fiber facilities over the life of the contract. This includes the fiber network, markers, and hand-holes.

Scheduled maintenance windows and scheduling practices for planned outages

FidelityLink considers Scheduled Maintenance as repairs that FidelityLink deems necessary to ensure proper functioning of the FidelityLink network, FidelityLink shall perform routine and preventative maintenance, including route patrol and all cable and locate activities as a part of the Texas 811 "Call Before You Dig" program.

Planned network maintenance that does or does not potentially involve the disruption of functionality of the Dark Fiber Service is also considered Scheduled Maintenance. FidelityLink NOC coordinates scheduled and planned maintenance outside normal working hours anytime between 12:00 AM to 6:00 AM (local time) seven (7) days a week. FidelityLink will provide Customer with ten (10) business days prior notice of Routine Maintenance that is service affecting and three (3) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.

Marker and hand-hole inspection and repair

Marker and hand-hole inspection and repair are included as part of the Scheduled Maintenance process.

Handling of unscheduled outages and customer problem reports

Non-routine maintenance and repair of the Customer Fibers that is not included as Scheduled Maintenance is considered "Unscheduled Maintenance" and includes:

- "Emergency Unscheduled Maintenance" in response to an alarm identification by FidelityLink's NOC, notification by Customer or notification by any third party of any failure, interruption or impairment in the operation of fibers within the FidelityLink Network, or any event imminently likely to cause the failure, interruption or impairment in the operation of fibers within the FidelityLink Network.
- "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of fibers within the FidelityLink Network not covered by Scheduled Maintenance. Customer shall immediately report the need for Unscheduled Maintenance to FidelityLink in accordance with reasonable procedures promulgated by FidelityLink from time to time. FidelityLink will log the time of Customer report, verify the problem and dispatch personnel immediately to take corrective action.

FidelityLink's Network Operations Center ("NOC") proactively monitors its network and performs cable and conduit maintenance and repair, on a twenty-four (24) hour per day, seven (7) days per week basis (24x7). FidelityLink utilizes only qualified personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of network monitoring, maintenance procedures and emergency restoration.

Level	Name/Title/Email	Contact Numbers
1st Level Escalation	Commercial Support	1-800-392-8070
2nd Level Escalation (2 Hours)	Mike Gorzik Mike.Gorzik@fidelitycommunications.com	Office: (573) 468-1220 Mobile: (573) 694-4568
3rd Level Escalation (4 Hours)	Ricky Cotner, Inside Plant Operations Manager Ricky.Cotner@fidelitycommunications.com	Office: (573) 468-1258 Mobile: (573) 205-4029
4th Level Escalation (6 Hours)	Jarrold Head, Director of Engineering Jarrod.Head@fidelitycommunications.com	Office: (573) 468-1047 Mobile: (573) 205-9060

What service level agreement is included, and what alternative service levels may be available at additional cost.

The service level agreement for FidelityLink network services are based on credits due to length of an outage. For purposes hereof, an "Outage" means a complete unavailability of all WAN Services at all Customer locations identified in the contract except to the extent attributable, in whole or in part, to an Excused Event (as defined below).

An "Excused Event" includes each of the following: (a) periods when a restoration or testing effort is delayed at the specific request of the District or its personnel, or during which District fails or is unable to provide access to the WAN Facilities to FidelityLink; (b) any event set forth in the "Exclusions" Section below; (c) emergency maintenance for which the District receives at least 24 hours' advance notice from FidelityLink; (d) scheduled maintenance or upgrades for which the District receives at least 48 hours' advance notice from FidelityLink; (e) the failure of the District to perform its obligations; and (f) Force Majeure Events or other events outside the reasonable control of FidelityLink.

The duration of the Outage shall be measured from the time that the District opens a trouble ticket with FidelityLink's Technical Support to the time that FidelityLink remedies the Outage or closes the trouble ticket and shall be rounded to the nearest minute in calculating any credit due hereunder.

In no event shall any Outage credit for any month exceed the total Monthly Fee payable during such month.

In the event of any one or more Outages (as hereinafter defined) in any calendar month, the Customer shall be entitled to a credit in the Monthly Fees for the subsequent month, as follows:

Cumulative Outage Duration (in hrs:mins:secs)	Credit (% of Monthly Fee)
00:00:01 – 00:04:19	No credit
0:04:20 – 06:00:00	5%
06:00:01 – 12:00:00	10%
12:00:01 – 18:00:00	20%
18:00:01 – 24:00:00	40%
24:00:01 – 48:00:00	50%
48:00:01 or greater	100%

FidelityLink is willing to discuss with the Customer the specific requirements for additional SLA guarantees and the associated costs. Lastly, the complete FidelityLink SLA is attached as Exhibit A.

What agreements are in place with applicable utilities and utility contractors for emergency restoration.

FidelityLink has existing agreements in place with applicable utilities and or utility contractors for emergency restoration. These are coordinated through the Fidelity Network Operations Center.

Repair of fiber breaks

If FidelityLink is required to relocate or replace any portion of the FidelityLink Network including fiber breaks, FidelityLink shall have the right to reasonably determine the extent and timing of such relocation, and any such relocation shall incorporate fiber meeting or exceeding the specifications set forth in the contract and be subject to Acceptance Testing. In the event relocation or replacement of the FidelityLink Network may reasonably be expected to cause a loss of service to the Customer Fibers, FidelityLink shall, to the extent practicable, provide at least one hundred twenty (120) days written notice prior to the relocating activity.

Post repair testing

FidelityLink has agreements in place with contractors that will provide post repair testing. This is covered within the agreement, and the process can be done through Routine Maintenance or Unscheduled Maintenance.

Mean time to repair

FidelityLink's MTTR is less than four (4) hours for leased lit WAN services and dark fiber networks.

Replacement of damaged fiber

FidelityLink has agreements in place with contractors that will replace damaged fiber. This is covered within the agreement, and the process can be done through Routine Maintenance or Unscheduled Maintenance.

Replacement of fiber which no longer meets specifications

FidelityLink has agreements in place with contractors that will replace fiber that no longer meets specifications. This is covered within the agreement, and the process can be done through Routine Maintenance or Unscheduled Maintenance.

Policies for customer notification regarding maintenance

FidelityLink will provide Customer with ten (10) business days prior notice of Routine Maintenance that is service affecting and three (3) business days prior notice of Routine Maintenance that is not service affecting. All maintenance other than Routine Maintenance as described above shall be deemed to be Non-Routine Maintenance.

Process for changing procedures, including customer notification practices

The process for changing procedures is for the Customer to discuss the requirements with the FidelityLink commercial account team.

Process for moves, adds, and changes

The process for moves, adds, and changes is for the Customer to discuss the requirements with the FidelityLink account team. FidelityLink will process the request or provide an estimate of associated costs in a timely matter for the Customer to approve before proceeding.

Process for responding to locate requests

Requests for locates are made to the FidelityLink NOC. FidelityLink then coordinates with Texas 811 and follows the procedure for responding to locates.

PRICING PROPOSAL – WITH SPECIAL CONSTRUCTION

Leased Lit Fiber WAN - 1Gbps to 10Gbps

Location Name	Location Address	Bandwidth	Monthly Charges	
			36 Month Term	12 Month Term Ext.
Franklink Elementary	103 Country Club Road, Hillsboro TX 76645	Up to 10Gbps	\$ 800.00	\$ 440.00
Hillsboro Elementary	115 Jane Lane, Hillsboro, TX 76645	Up to 10Gbps	\$ 800.00	\$ 440.00
Hillsboro High School	1600 Abbott Ave, Hillsboro, TX. 76645	Up to 10Gbps	\$ 800.00	\$ 440.00
Hillsboro Intermediate	1000 Old Bynum Road, Hillsboro, TX. 76645	Up to 10Gbps	\$ 800.00	\$ 440.00
Hillsboro Junior High School	210 E. Walnut St, Hillsboro, TX. 76645	Up to 10Gbps	\$ 800.00	\$ 440.00
Total Monthly Recurring Charges			\$ 4,000.00	\$ 2,200.00
Special Construction Charges			\$ 327,000.00	\$ -
Total Charges over 36 Month Term			\$ 471,000.00	\$ -

Annual installment payments for Special Construction will be:

- Year 1: \$277,000
- Year 2: \$16,350
- Year 3: \$16,350
- Year 4: \$16,350

Leased Dark Fiber – 8 strands

Location Name	Location Address	Dark Fiber Count	Monthly Charges			
			5 year term	10 year term	15 year term	12 month Term Ext.
Franklink Elementary	103 Country Club Road, Hillsboro TX 76645	8 strands	\$ 385.00	\$ 305.00	\$ 277.00	\$ 215.00
Hillsboro Elementary	115 Jane Lane, Hillsboro, TX 76645	8 strands	\$ 385.00	\$ 305.00	\$ 277.00	\$ 215.00
Hillsboro High School	1600 Abbott Ave, Hillsboro, TX. 76645	8 strands	\$ 385.00	\$ 305.00	\$ 277.00	\$ 215.00
Hillsboro Intermediate	1000 Old Bynum Road, Hillsboro, TX. 76645	8 strands	\$ 385.00	\$ 305.00	\$ 277.00	\$ 215.00
Hillsboro Junior High School	210 E. Walnut St, Hillsboro, TX. 76645	8 strands	\$ 385.00	\$ 305.00	\$ 277.00	\$ 215.00
Total Monthly Recurring Charges			\$ 1,925.00	\$ 1,525.00	\$ 1,385.00	\$ 1,075.00
Special Construction Charges			\$ 327,000.00	\$ 327,000.00	\$ 327,000.00	\$ -
Total Monthly and SCC Charges			\$ 396,300.00	\$ 381,900.00	\$ 376,860.00	\$ -

Annual installment payments for Special Construction will be:

- Year 1: \$277,000
- Year 2: \$16,350
- Year 3: \$16,350
- Year 4: \$16,350

PRICING PROPOSAL – WITHOUT SPECIAL CONSTRUCTION

Leased Lit Fiber WAN - 1Gbps to 10Gbps

Location Name	Location Address	Bandwidth	Monthly Charges	
			36 Month Term	12 Month Term Ext.
Franklin Elementary	103 Country Club Road, Hillsboro TX 76645	Up to 10Gbps	\$ 2,700.00	\$ 440.00
Hillsboro Elementary	115 Jane Lane, Hillsboro, TX 76645	Up to 10Gbps	\$ 2,700.00	\$ 440.00
Hillsboro High School	1600 Abbott Ave, Hillsboro, TX. 76645	Up to 10Gbps	\$ 2,700.00	\$ 440.00
Hillsboro Intermediate	1000 Old Bynum Road, Hillsboro, TX. 76645	Up to 10Gbps	\$ 2,700.00	\$ 440.00
Hillsboro Junior High School	210 E. Walnut St, Hillsboro, TX. 76645	Up to 10Gbps	\$ 2,700.00	\$ 440.00
Total Monthly Recurring Charges			\$ 13,500.00	\$ 2,200.00
Special Construction Charges			\$ -	\$ -
Total Charges over 36 Month Term			\$ 486,000.00	\$ -

Leased Dark Fiber – 8 strands

Location Name	Location Address	Dark Fiber Count	Monthly Charges			
			5 year term	10 year term	15 year term	12 month Term Ext.
Franklin Elementary	103 Country Club Road, Hillsboro TX 76645	8 strands	\$ 1,530.00	\$ 890.00	\$ 693.00	\$ 440.00
Hillsboro Elementary	115 Jane Lane, Hillsboro, TX 76645	8 strands	\$ 1,530.00	\$ 890.00	\$ 693.00	\$ 440.00
Hillsboro High School	1600 Abbott Ave, Hillsboro, TX. 76645	8 strands	\$ 1,530.00	\$ 890.00	\$ 693.00	\$ 440.00
Hillsboro Intermediate	1000 Old Bynum Road, Hillsboro, TX. 76645	8 strands	\$ 1,530.00	\$ 890.00	\$ 693.00	\$ 440.00
Hillsboro Junior High School	210 E. Walnut St, Hillsboro, TX. 76645	8 strands	\$ 1,530.00	\$ 890.00	\$ 693.00	\$ 440.00
Total Monthly Recurring Charges			\$ 7,650.00	\$ 4,450.00	\$ 3,465.00	\$ 2,200.00
Special Construction Charges			\$ -	\$ -	\$ -	\$ -
Total Monthly and SCC Charges			\$ 459,000.00	\$ 534,000.00	\$ 623,700.00	\$ -

NETWORK TOPOLOGY

The proposed fiber network route map is listed below. This is also attached as “Hillsboro ISD.kmz”

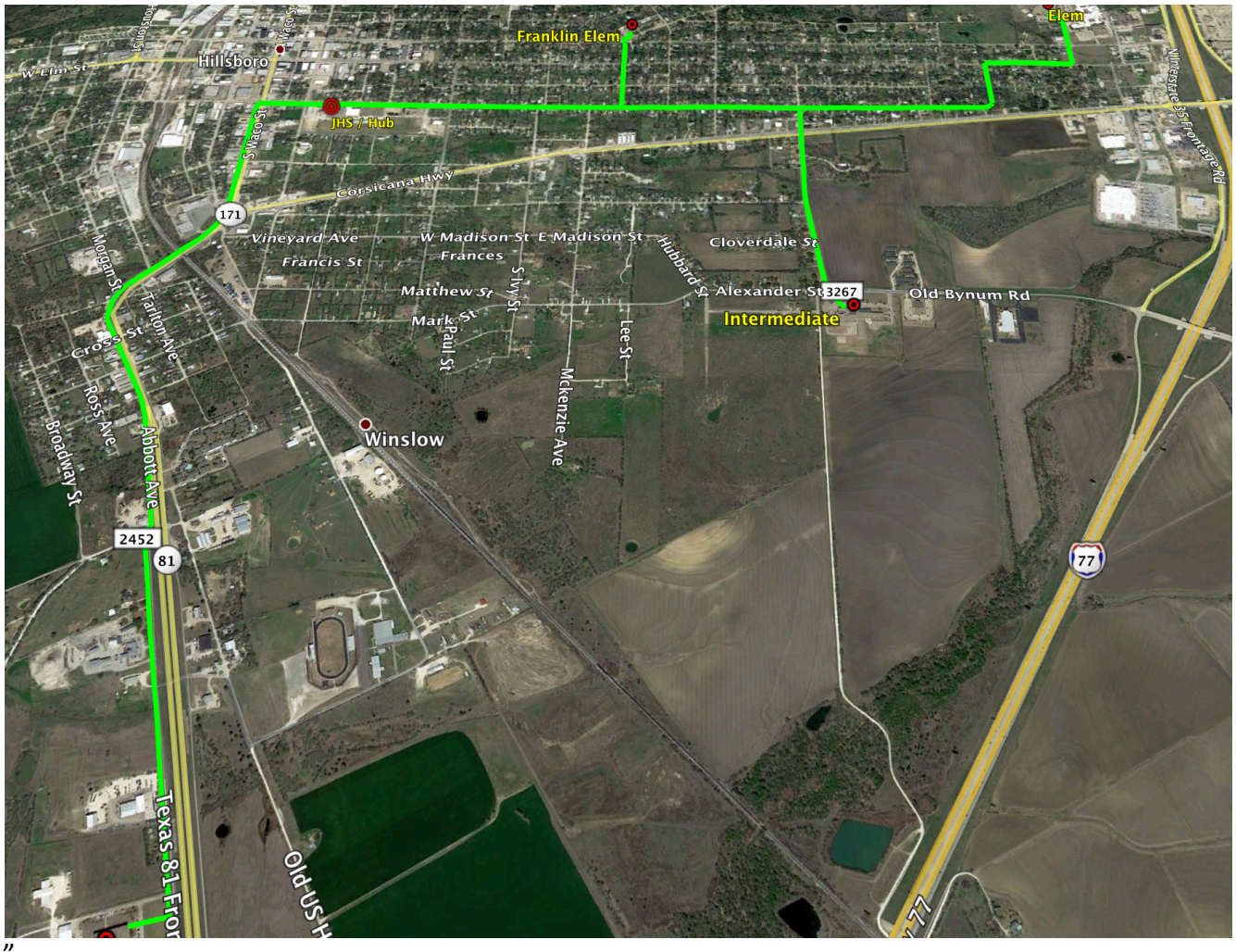


EXHIBIT A: FIDELITYLINK SERVICE LEVEL AGREEMENT

This Service Level Exhibit describes the support services and service level objectives provided by FidelityLink, LLC (“FidelityLink”) to customers who purchase WAN Services. All services are provided under and subject to the FidelityLink WAN Services Agreement.

SCOPE OF SUPPORT. Customers purchasing WAN Services may contact FidelityLink with general questions and troubleshooting related to use and operation of the WAN Services (including the WAN Facilities). Support covers the most current release of a WAN Facility, plus any back-versions that are supported by FidelityLink and the applicable OEM.

CONTACTING TECHNICAL SUPPORT. FidelityLink can be reached 24 x 7 for Severity Level 1 issues requiring immediate attention, and Monday through Friday from 8:00 a.m. to 6:00 p.m. Central Time for all other issues, in each case excluding observed holidays. The customer must appoint up to three (3) employees competent in use and operation of the WAN Services to place technical support queries.

Support Phone: (877) 508-3363 (or other designated phone number)

CLASSIFICATION OF ISSUES. When reporting support issues, the customer should assign an initial severity based on the severity level classifications listed below and provide a detailed description of the issue or support request. The initial assignment of severity may be raised or lowered by FidelityLink, in its reasonable discretion, based on the information provided by the customer and/or subsequent diagnosis or remediation efforts, including the availability of a work-around.

Level	Description
1	A problem which renders the WAN Services inoperative, or severely degrades performance, and causes a critical and ongoing interruption to the customer’s operations.
2	A problem which materially degrades or disrupts the operation or use of the WAN Services and causes significant but not critical ongoing or intermittent interruption to the customer’s operations.
3	A problem which causes the WAN Services not to function in accordance with the documentation but does not cause a significant interruption to the customer’s operations, or for which an acceptable work-around is readily available.
4	General questions, suggestions, and feedback pertaining to use and operation of the WAN Services, or requests for installation, training or other professional services outside the scope of support.

ESCALATION. FidelityLink records and monitors support requests in its Customer Care System and escalates issues through its technical support channels as necessary to diagnose and assist with the resolution of support issues. Most support activities are provided directly by FidelityLink to the customer. Any issues requiring support by the OEM, including repair or replacement of equipment under warranty, are escalated by

FidelityLink and coordinated with the OEM. FidelityLink uses commercially reasonable efforts to obtain prompt support from the OEM; however, FidelityLink does not make any commitments with respect to an OEM's resolution of support issues and is not responsible for any problems arising out of an OEM's failure or delay to provide or discontinuation of support. In the case of an outage involving multiple utilities (such as a damaged utility pole), the power and other providers generally have priority to restore utilities first, and safety concerns may delay resolution.

CUSTOMER RESPONSIBILITIES. Prior to contacting FidelityLink for support, the customer is responsible for making a good faith effort to diagnose and remedy the problem, including review of available documentation, knowledge base, and support forums. The customer must make available all information requested by FidelityLink in connection with the support issue and provide FidelityLink with access to customer personnel who are familiar with use and operation of the WAN Services. Without limiting the foregoing, the customer agrees to act as FidelityLink's "remote hands and eyes," including without limitation by providing qualified personnel for trouble/fault isolation and resolution, testing and/or swapping defective cables, equipment or components, equipment reboot and troubleshooting, and visual reporting on status indicators. FidelityLink shall not be liable for any delays in providing support resulting from the customer's delay or refusal to provide such assistance.

INITIAL RESPONSE; STATUS UPDATES. FidelityLink shall use commercially reasonable efforts to provide an initial response and status updates for each support issue within the timeframes indicated in the chart below, as measured from the time the customer initiates the support request (if initiated by the customer) or the time that FidelityLink discovers or confirms the support issue (if initiated by FidelityLink). The initial response shall include: (a) classification of the support issue by severity level; (b) if FidelityLink's classification differs from that provided by the customer, the reasons therefor; and (c) FidelityLink's then-current action plan and good faith estimate of the timetable for resolving the support issue.

Severity Level	Initial Response	Status Updates
1	1 hour	Every 2 hours prior to correction
2	2 standard support hours	Every standard support day prior to correction
3	1 standard support day	As necessary or upon request by customer
4	2 standard support days	As necessary or upon request by customer

OUTAGE CREDITS. In the event of an Outage (as hereinafter defined), the District shall, as its sole and exclusive remedy, and FidelityLink's entire liability, be entitled to a credit in the Monthly Fees for the subsequent mon **OUTAGE CREDITS.** In the event of any one or more Outages (as hereinafter defined) in any calendar month, the District shall, as its sole and exclusive remedy, and FidelityLink's entire liability, be entitled to a credit in the Monthly Fees for the subsequent month, as follows:

Cumulative Outage Duration (in hrs:mins:secs)	Credit (% of Monthly Fee)
00:00:01 – 00:04:19	No credit
0:04:20 – 06:00:00	5%

Cumulative Outage Duration (in hrs:mins:secs)	Credit (% of Monthly Fee)
06:00:01 – 12:00:00	10%
12:00:01 – 18:00:00	20%
18:00:01 – 24:00:00	40%
24:00:01 – 48:00:00	50%
48:00:01 or greater	100%

For purposes hereof, an “Outage” means a complete unavailability of all WAN Services at all District locations identified in Exhibit 1, except to the extent attributable, in whole or in part, to an Excused Event (as defined below).

An “Excused Event” includes each of the following: (a) periods when a restoration or testing effort is delayed at the specific request of the District or its personnel, or during which District fails or is unable to provide access to the WAN Facilities to FidelityLink; (b) any event set forth in the “Exclusions” Section below; (c) emergency maintenance for which the District receives at least 24 hours’ advance notice from FidelityLink; (d) scheduled maintenance or upgrades for which the District receives at least 48 hours’ advance notice from FidelityLink; (e) the failure of the District to perform its obligations; and (f) Force Majeure Events or other events outside the reasonable control of FidelityLink.

The duration of the Outage shall be measured from the time that the District opens a trouble ticket with FidelityLink’s Technical Support to the time that FidelityLink remedies the Outage or closes the trouble ticket and shall be rounded to the nearest minute in calculating any credit due hereunder.

In no event shall any Outage credit for any month exceed the total Monthly Fee payable during such month.

REMOTE ACCESS. Certain support issues may require remote access to customer’s systems to facilitate troubleshooting and problem resolution. FidelityLink will comply with any remote access security requirements of customer that are communicated to it in writing. Customer may refuse or limit remote access where customer believes that such access poses a security risk, in which case, the parties shall cooperate in good faith to enable support by alternative means. FidelityLink shall not be liable for any delays in providing support resulting from the customer’s delay or refusal to provide remote access.

EXCLUSIONS. Support does not include, and FidelityLink shall have no responsibility for: (a) problems caused by misuse, neglect or abuse of the WAN Services, including an improper operating environment for the equipment; (b) problems external to the WAN Services, including but not limited to customer’s network, firewall, systems, or other hardware, software, or data; (c) set-up or configuration of network security, authentication, or encryption; (d) back-up, replication, or recovery of files or data; (e) on-site support services, unless separately purchased by the customer; (f) installation of software patches or updates; (g) problems with WAN Facilities that are excluded from support by the OEM; or (h) force majeure events or other events outside

the reasonable control of FidelityLink, provided, however, support does include any fiber-related issues (e.g., fiber cuts) even if caused by a force majeure event. FidelityLink reserves the right to charge for time spent on customer support requests not covered by FidelityLink support, and for any time spent on issues attributable to the negligence or misconduct of the District or persons acting for the benefit of, or under the direction or control of, the District.

ADDITIONAL SERVICES. FidelityLink offers installation, training, customization, configuration, on-site support, and other professional services for the WAN Services upon request, and subject to availability. The scope for larger work requests will be detailed in a quote, work order, or similar document for the customer's review. Smaller work requests may be performed by FidelityLink based on email or other written authorization from the customer.

RELATIONSHIP TO WAN SERVICES AGREEMENT. Notwithstanding anything to the contrary contained in the WAN Services Agreement or this Service Level Exhibit, the failure of any WAN Services to comply with the service level objectives contained in this Exhibit shall not be deemed a breach of the WAN Services Agreement.

EXHIBIT B – REFERENCE CUSTOMERS

Below are some references where Fidelity Link has installed a comparable solution:

Pattonville School District – St. Ann, Missouri

In 2013, the Pattonville School District requested pricing for a WAN to connect their 10 school buildings. At that time, the school district buildings were connected with limited access across an unreliable cable network and they were unable to increase their throughput without incurring drastic monthly price increases. FidelityLink installed a Private Fiber Ringed network with dual entrances into each building which enabled the district to:

- Access unlimited bandwidth with minimum upgrade expenses for equipment costs only.
- Enable collaboration applications for all schools and district buildings
- Prevent network tapping to secure network connection for proprietary personal information

Contact: Greg Southard | Director of IT | g_southard@psdr3.org | 314.961.1233

Webster Groves School District – Webster Groves, Missouri

Founded in 1869, Webster Groves School District has grown from a single building to over 10 schools from elementary, middle school to high school. FidelityLink built a private WAN network to connect all of the schools and administrative offices. Upon deployment, Webster Groves was able to:

- Provide a secure network where educators and students could utilize the network for storage and media sharing
- Improve the quality and cost position of their voice services across their network.

Contact: Bill Koulouriotis | Director of IT | bill@wgmail.org | 314.961.1233

Woodridge School District 68 – Woodridge, Illinois

Woodridge is located just outside of Chicago. As part of their Academic Transformation Plan, the District looked for options to connect their eight schools using a leased Wide Area Network with pricing options for a 30, 66, and 126-month contract period. FidelityLink was awarded the project and constructed and deployed January 1, 2016. Some of the benefits included:

- Lower monthly lease payments with extended contract period.
- Unlimited bandwidth with minimum upgrade expenses for equipment costs only
- Enable additional technology solutions to better serve the students and educators.

Contact: John Horn | Director of IT | itsupport@woodridge68.org | 630-967-2060