



**DEDICATED FIBER OPTIC WIDE AREA NETWORK  
PROPOSAL**

For



**Hillsboro Independent School District**

Presented by LightStream Networks, LLC

**Octavio Garza**  
Director of Sales - E-Rate  
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Hillsboro Independent School District  
121 E Franklin  
Hillsboro, TX 76645

To Whom It May Concern:

LightStream Networks, LLC (LSN) would like to present Hillsboro Independent School District with this Dedicated Lit Ethernet and Dark Fiber Optic Wide Area Network proposal.

LightStream Networks was formed to break the mold of the typical telecommunications provider. We know that this world keeps demanding more and more from technology, and the big incumbents seem uninterested in investing money into the areas they serve to meet this need. That is where LightStream Networks comes in - to deliver the services that you need to properly serve the people in your community.

We do not take your business for granted.

We provide our customers with tailored solutions that fit their individual situation and needs. We use state of the art technology to power your network. We provide Category 1, E-Rate fully compliant solutions delivered on dedicated fiber pairs direct to your locations. We provide dedicated bandwidth and committed information rates with a strong Service Level Agreement. We provide a high level of customer relations before, during, and after your service is installed.

At LightStream, we understand that we become partners in serving your community.

**LightStream is offering to provide Hillsboro Independent School District a Leased Lit Ethernet or Dark Fiber Wide Area Network service.** Your Lit Ethernet WAN will have a Committed Information Rate between the hub and all edge locations via dedicated, resilient fiber pairs; there will be no sharing of bandwidth or fibers with any other customers. LightStream's solutions will provide the District with ability to tailor the logical switching of the network as they see fit without LightStream involvement.

With approximately 5.79 miles of planned construction to connect all requested District locations, LightStream will deliver a full, comprehensive service that will cover all engineering, permitting, construction, maintenance, electronics, labor, etc.

The people at LightStream have a long track record of delivering custom-built, high quality Networks for School Districts in several states.

**We welcome the opportunity to answer all of your questions about our Company and solutions and are more than willing to make additional oral presentations detailing the many benefits of choosing a LightStream Networks Solution.**

LightStream Networks will strive to be the best partner Hillsboro Independent School District can have for its fiber WAN and Internet Access project!

Kind regards,

A handwritten signature in black ink that reads "Octavio Garza". The signature is written in a cursive style with a large initial 'O'.

Octavio Garza  
Director of Sales - E-Rate  
[erate@lightstreamfiber.net](mailto:erate@lightstreamfiber.net)

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## Who We Are

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LightStream Networks (LSN) was formed to help school districts obtain the bandwidth they need to support the growing data-driven, technology-intensive educational initiatives that we see all across America.

A few years ago, maybe you just needed enough bandwidth to exchange records between buildings and allow people to send email. But now, things have gotten more complicated. We've gone from schools with a library computer to computer labs to computers in every classroom to every student having a laptop or tablet. We're running VoIP services in our schools instead of traditional POTS lines. We used to record and store analog security camera footage, and now we digitally stream it live to central locations. We conduct statewide testing via internet connections. All of this over the district's WAN which simply cannot fail.

LightStream Networks knows your bandwidth needs for today are greater than they used to be, and they will be greater tomorrow than they are today. That's why we specialize in constructing E-Rate Category 1 approved, bandwidth scalable, fiberoptic networks for school districts. Our networks are engineered and custom-built for your specific district's needs, delivering a dedicated pair of fibers from your hub direct to your other remote locations, without going into anyone's head-end or central office. Our E-Rate eligible solution allows for complete District control of vlan tagging, traffic shaping, load balancing, class of service (CoS), etc... without any interference from us.

**At LightStream Networks, our goal is to deliver your district a quality network that is as open, secure, and futureproof as possible.**

The people at LightStream have a proven history of successful completion of large and complex fiber-optic construction projects. And coming in on time and on budget is not just something we strive to achieve every time, it's something in which we take great pride.

LightStream fully complies with all state and federal regulatory authorities of each state in which we operate including USAC and the Federal Communication Commission, and as such, LightStream is a registered E-Rate service provider.

Additional information can be found at [LightStreamFiber.net/ERate](http://LightStreamFiber.net/ERate).

## Your Network

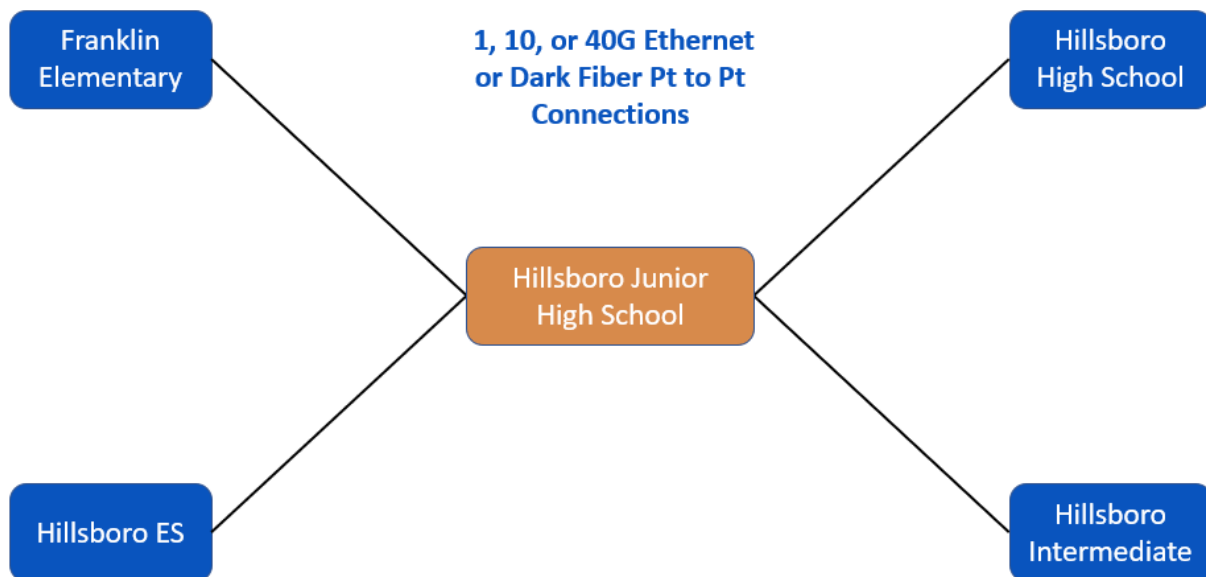
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LightStream Networks is offering to provide a Leased Lit Ethernet or Dark Fiber WAN Service over a newly constructed fiber optic network connecting the District’s facilities via District-dedicated fiber pairs between the hub and each remote location. **These fiber pairs will be direct, home-run connections without any “Central Offices” or “Head Ends” placed in the middle of your network, thus also removing the need for any aggregation circuits or oversubscription;** just a network entirely built for and devoted to the School. As these fibers are reserved for District use, there will never be another customer sharing those fibers or that bandwidth for the life of the contract. Additionally, once construction had been completed, the underlying fiber can support limitless bandwidth growth through only the switching out of optics and/or equipment.

Many other companies will try to take shortcuts to deliver you a network that is cheaper for them but compromises the quality for you; we don’t do that. **To date, every single LightStream network meets or exceeds our Service Level Agreement.**

As LightStream views our customers as valued partners, your network will be held to the highest standards of quality, and therefore, with our WAN solution, the District will be able to do the following without any external involvement:

- Support circuits with Jumbo Frame size MTU
- Establish Class of Service on circuits
- Create and transport your own VLAN tagging of circuits
- Maintain and controls all routing over the WAN



## Scope of Work

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The Project Manager during implantation will be RJ McCall, Head of Operations at LightStream Networks. Mr. McCall has overseen the deployment of many dedicated fiber networks for School Districts. He has managed and completed similar projects of varying size in various states, from rural districts in Kansas to the 283 location Wide Area Network for Dallas ISD, where he worked with city, county, state, federal, railway, and local transit authorities to complete the approximately 400-mile fiber optic network in only 20 months.

### Fiber

LightStream will construct your network from the ground up using single-mode (SMF-28) fiber optic cables. LightStream has already designed and routed physical network paths for the fiber plant with 5.21 miles of aerial construction and 0.58 miles of underground construction for a solution to all sites. Routes are subject to change at any time; however, this will in no way impact the cost to the District as LightStream will own the facilities and will therefore be responsible for their installation, maintenance, and operation. Final fiber route as-builts will be provided to the District at the earliest possible availability.

### Building Entries

LightStream will seek to use existing District-owner entry conduits or aerial right of way whenever possible, so as not to perform unnecessary construction on District grounds as well as to speed construction and implementation of the WAN as a whole. When this is not possible, LightStream will construct plenum-rated and/or standard fiber optic cables in EMT conduit in order to comply with National Electric Code standards. LightStream will ALWAYS coordinate proper operational windows with the District for all construction and installation on District-owned property. As with all other fiber routes, constructed entry fiber as-builts will be provided to the District at the earliest possible availability.

### Electronics

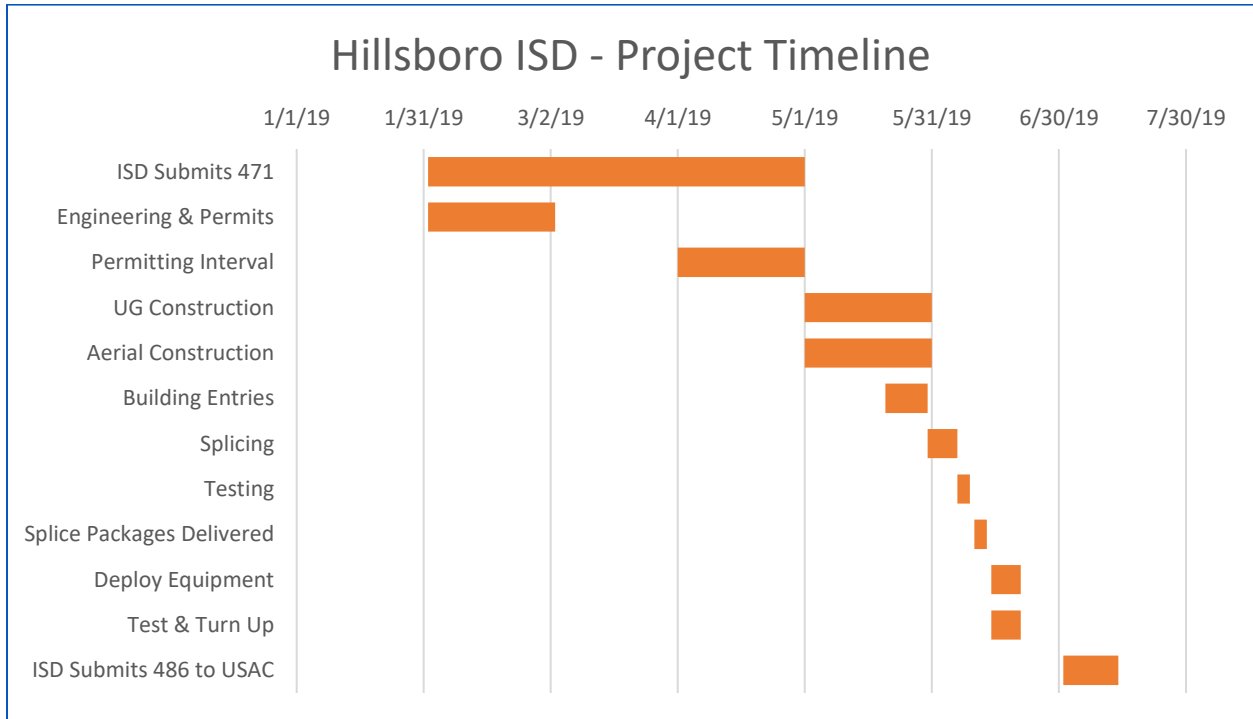
For our Lit Fiber WAN solutions, LightStream provides Layer 2, Point-to-Point Ethernet Private Line (EPL) connections between the Districts Hub and its Edge locations in a Hub and Spoke network topology. Service will be established and maintained through the provision of network switches and/or optics (SFP+ or XFP) by LightStream to the District.

Upon the awarding the contract, the District and LightStream will decide whether the handoff from LightStream will be a simple optic handoff, such as an SFP, or a switch handoff, where LightStream would handoff with a Layer 2 switch. **LightStream always recommends an optic handoff** as it will minimize space and power used by LightStream in each hub and edge location, will lower latency across the whole WAN, and will remove possibly unnecessary points of failure within your WAN.

### Delivery Interval

LightStream will have your Wide Area Network up and running approximately 90 days after FCDL approval. Once a contract between the District and LightStream has been signed and approved by all authorities (FCDL contingencies can be provided), we will begin the permitting process. LightStream will coordinate with the District on a timeline for construction, prioritizing the District locations that need to be built first followed by the other locations. LightStream would like to suggest weekly updates between the District and LightStream, so that both parties remain informed of any and all implementation progress.

## Sample Project Timeline



Task	Start Date	Duration	End Date
ISD Submits 471	2/1/19	89	5/1/2019
Engineering & Permits	2/1/19	30	3/3/2019
Permitting Interval	4/1/19	30	5/1/2019
UG Construction	5/1/19	30	5/31/2019
Aerial Construction	5/1/19	30	5/31/2019
Building Entries	5/20/19	10	5/30/2019
Splicing	5/30/19	7	6/6/2019
Testing	6/6/19	3	6/9/2019
Splice Packages Delivered	6/10/19	3	6/13/2019
Deploy Equipment	6/10/19	7	6/13/2019
Test & Turn Up	6/14/19	7	6/21/2019
ISD Submits 486 to USAC	7/1/19	13	7/15/2019





# LightStream Networks Lit Service Level Agreement

	<b>Service Availability</b>	<b>Mean Time to Respond</b>	<b>Max. Latency (Round-Trip)</b>	<b>Max. Jitter</b>	<b>Max. Packet Loss</b>
<b>Service Level Agreement (SLA)</b>	99.99%	4 Hours	10ms	<2ms	<0.1%

## Network Outage Policy

There are two types of Network Outages that may occur – planned and unplanned events. Planned outages may occur for routine maintenance or network upgrades. Unplanned events may occur when neither the customer nor LightStream is expecting it and needs urgent resolution.

### Unplanned Events

In the case of unplanned events, a customer’s emergency contact will be notified at the earliest possible convenience by either phone or email. They will be continuously notified every thirty minutes with any updates to the situation, and then notified after the situation has been resolved. Should a customer notify LightStream of a network outage, LightStream will investigate the outage and if the service-prohibiting issue is within the purview of LightStream, LightStream will seek to resolve it in the above manner.

### Planned Events

In the case of planned events, LightStream will make great effort to provide at least 2 weeks advanced notice to all affected customers that their service may be interrupted; this will be done in the form of a written/emailed Planned Event Notification (PEN). Planned events will occur between 10pm and 5am. Should either the day and/or time listed on a PEN conflict with a customer’s vital operation, LightStream requests that the customer relay this conflict as soon as possible so that other arrangements can be made.

### Network Maintenance

All Maintenance and Events on Lit Fiber networks will be coordinated through LightStream. LightStream always attempts to secure long term arrangements with a contractor who is local to the District to perform all maintenance and operations on the network, thus ensuring a timely and knowledgeable response for all issues.

## Escalation List

<b>Twenty-four hours/seven days a week – (877) 890-0126</b>			
<b>Name</b>	<b>Email</b>	<b>Phone #</b>	<b>Position</b>
2) NOC	<a href="mailto:NOC@lightstreamfiber.net">NOC@lightstreamfiber.net</a>	877-890-0126	NOC
1) RJ McCall	<a href="mailto:rjmccall@lightstreamfiber.net">rjmccall@lightstreamfiber.net</a>	817-247-4078	Head of Operations

## WAN Pricing Options

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<b>Special Construction Charge Requested</b>	\$206,366.10
<b>District Responsibility after Texas E-rate Classroom Connectivity and USAC Matching Commitments</b>	<b>\$0</b>

### 3 Year Lit Ethernet Contract Term

	<b>1G</b>	<b>10G</b>	<b>40G</b>
<b>Monthly WAN Total (pre E-Rate)</b>	\$2,965.60	\$3,082.94	\$5,705.72
<b>Monthly WAN Total (post E-Rate)</b>	\$593.12	\$616.59	\$1,141.14

### Dark Fiber Contract Term

	<b>5 Year</b>	<b>10 Year</b>	<b>15 Year</b>
<b>Monthly WAN Total (pre E-Rate)</b>	\$2,407.60	\$2,063.66	\$1,582.14
<b>Monthly WAN Total (post E-Rate)</b>	\$481.52	\$412.73	\$316.43

For your consideration, LightStream has provided 3-year contract pricing for a 1, 10, or 40G Lit Leased Ethernet Wide Area Network as well as 5, 10, and 15-year contract pricing for Dark Fiber WAN connections; optional annual renewals are also included as part of this response for all pricing options. The attached are turn-key quotes with all construction, electronics and maintenance included for all requested sites.

**These WAN circuits can be upgraded at any point during the duration of this contract to higher bandwidths for the quoted pricing. Additional locations can also be connected to the WAN during the duration of the contract for the approved site MRC plus one-time Special Construction costs.**

# **Wide Area Network Leasing and Services Agreement**

between

## **LightStream Networks, LLC**

700 Lavaca Ave, Ste 1401

Austin, Texas 78701

and

## **Hillsboro Independent School District**

112 E Franklin

Hillsboro, TX 76645

Dated March\_\_\_\_, 2018



## Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between \_\_\_\_\_ Hillsboro Independent School District (the "District") and LightStream Networks, LLC ("LSN").

### Recitals

A. LSN is in the business of leasing Wide Area Network facilities ("WAN Facilities") and providing telecommunications and Internet access services to Hillsboro Independent School District and other customers.

B. Following a competitive bidding process, the District selected LSN as the most cost-effective provider of leased WAN Facilities to the District.

C. The District has received all approvals required by it to enter into this Agreement, under which LSN will lease WAN Facilities and provide to the District.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and LSN agree as follows:

1. WAN Facilities. LSN agrees to lease access to the WAN Facilities to the District, in accordance with the terms of this Agreement. The WAN Facilities and are more fully described in Schedule A attached hereto. For clarity, the WAN Facilities are owned by LSN, the WAN Facilities will continue to be owned by LSN following the expiration or termination of this Agreement, and the District has no option or other right to purchase or otherwise acquire the WAN Facilities from LSN.

2. Term. This Agreement will have a term of \_\_\_\_ years, commencing with the date on which LSN first provides the hereunder, to be confirmed by LSN with a Service Commencement Letter as noted in Section 6(m), unless earlier terminated in accordance with Section 11 or 17(l) below. This Agreement can be extended upon mutual agreement of LSN and the District.

3. E-Rate Program. If requested by the District, LSN will work together with the District to participate in the Schools and Libraries Program of the Universal Service Fund (the "E-Rate Program"), and in particular the parties will cooperate in maximizing the discounts available to the District under the E-Rate Program in respect of the WAN Facilities. However, notwithstanding the



foregoing, the participation of the District in the E-Rate Program is not a condition to either party's obligations under this Agreement.

4. Change Orders. Any changes in the WAN Facilities, or any additional services to be provided by LSN to the District, will be set forth in a change order or other document signed by both the District and LSN.

5. Additional Sites: If the District elects to add future sites during the term of this Agreement, this Agreement will govern the terms of the additions and the future sites will be noted in an Addendum to this contract. All future sites will have a term as delineated with Section 2, commencing with the date LSN begins providing service to the additional site and extending for the term of \_\_\_\_ years. The cost to the District will be actual cost of construction and installation; these costs are to be paid upon the completion of installation. Verification of these costs will be provided by LSN through the submission of invoices to the District. Each additional school will have monthly lease payment that is equal to the MRC of the original schools listed in Exhibit A of this Agreement (\$\_\_\_\_/month per school).

6. Delivery and Installation. LSN will deliver, install, configure, and maintain the WAN Facilities, and the parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the District agrees to provide LSN with (i) suitable staging and storage areas at District facilities for relevant equipment, materials, and components and (ii) such access to District facilities as may be necessary to efficiently carry-out the installation, as reasonably determined by LSN, provided that such access must be scheduled with the District in advance and, unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany LSN personnel during any installation work at any District facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, LSN may substitute materials or components of equivalent or superior functionality and performance.

(c) Site Preparation. Prior to the installation of WAN Facilities, the District will clean and otherwise prepare all installation sites, and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. LSN will remove from installation sites all debris resulting from the installation of WAN Facilities, including as appropriate by moving such debris to trash receptacles maintained by the District. The District will be responsible for trash removal from such receptacles.



(e) Landscaping. LSN will restore all landscaping disturbed the LSN's installation, maintenance, or removal activities. The District will be responsible for landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The District is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the District's request, LSN may install, configure, and maintain such facilities and components, subject to LSN's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the District or its facilities, as reasonably determined by LSN, the District will reimburse LSN for any corresponding extra costs incurred by LSN to address those requirements, needs, or characteristics.

(h) Planning. Appropriate representatives of LSN and the District will meet approximately one month prior to the installation of the WAN Facilities, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the WAN Facilities. The parties agree to work cooperatively and reasonably in this process.

(i) Deviations. If, prior to or during the installation process, LSN, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the District for its approval, which the District may not unreasonably withhold or delay; provided, however, that LSN reserves the right to make, without such approval, changes in fiber routing, conversion from underground to overhead configuration to avoid obstructions, and other immaterial modifications to the final installation methodology and design.

(j) Timeline. LSN and the District agree to the installation and configuration timeline set forth in Schedule B attached hereto. The District agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the District or otherwise resulting from circumstances beyond LSN's control.

(k) Maintenance. LSN is responsible for maintaining the WAN Facilities. The District agrees to provide LSN with such access to its facilities as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by LSN, provided that, when practicable, (i) such access must be scheduled with the District in advance and (ii) unless otherwise agreed by the District, must occur between 7:00 a.m. and 10:00 p.m. Monday through Saturday, excluding national holidays. District personnel may accompany LSN personnel during any maintenance work at any District facility.



(l) Manuals. Where relevant, LSN will furnish to the District with applicable manuals and instruction documentation provided by manufacturers and vendors.

(m) Service Commencement Letter. Upon completion of the installation, the Customer will receive a Service Commencement Letter from LSN that states the fiber has been tested and is operational. This letter serves as a final confirmation of completed services.

7. Fees and Payment. The District will pay for the leased WAN Facilities in the amounts set forth on Schedule C attached hereto, and otherwise in accordance with Schedule C and this Section 7.

(a) Partial Fees. In the event that any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than 30 days following the payment date specified on Schedule C, or if Schedule C does not specify a payment date, then no later than 30 days following the receipt by the District of an invoice from LSN. Late payments will incur a late payment charge of (i) 1.5% for every month or partial month that the payment is late or (ii) if less, the maximum late payment charge permissible under applicable law.

(c) Changes in WAN Facilities. If, pursuant to Section 4 above, the WAN Facilities are changed, or LSN provides any additional services to the District, the parties, acting reasonably, will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable federal, state, local use, excise, sales or privilege taxes, occupation taxes, duties, regulatory fees or similar liabilities charged to or against LSN or the District because of the services furnished by LSN shall be assessed to and paid by the District. The District shall be required to provide documentation evidencing its exemption from any such taxes or fees.

8. District Agreements and Acknowledgements. The District agrees as follows:

(a) Adequacy of USAC Form 470 #: 190001075. The District acknowledges that the WAN Facilities meet the District's requirements.

(b) Security. The District is solely responsible for providing security services in respect of the WAN Facilities located at or on District facilities or properties. The District





will provide such security services in a commercially reasonable manner, in light of all security considerations applicable to the relevant facility or property.

(c) Compliance with Law. The District represents and warrants that it will operate and use the WAN Facilities in compliance with all applicable law.

(d) District Personnel. The District will ensure that its personnel and contractors, at all times, (i) are educated and trained in the proper use and operation of the WAN Facilities (ii) follow applicable operations and instruction manuals.

(e) Electrical Circuits and Energy. The District will provide all electrical circuits and all electrical energy required for the installation and operation of the WAN Facilities.

(f) Authority; Non-Violation. The District represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by the District, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the District or any agreement or instrument to which the District is a party or by which the District is bound.

(g) Insurance. The District will procure and maintain insurance policies covering all loss and damage in respect of the WAN Facilities located at facilities under the District's control, including without limitation all materials and components located at District facilities prior to, during, or after the installation process, with appropriate coverage limits and other terms and conditions. The District will cause such insurance policies (i) to name LSN as an additional insured, (ii) to be endorsed to require at least 30 days notice to LSN prior to the effective date of any termination or cancellation of coverage, and (iii) to provide that in the event of any payment of any loss or damage thereunder, the insurers will have no rights of recovery against LSN. Upon request by LSN, the District agrees to provide proof of insurance meeting the requirements of this Section 8(g).

**9. LSN Warranties and Disclaimers. Subject in all cases to Section 17(i) below, LSN agrees as follows:**

(a) Compliance with Law. LSN represents and warrants that it will comply with all applicable laws in installing and providing the WAN Facilities.

(b) Authority; Non-Violation. LSN represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by LSN, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of LSN or any agreement or instrument to which LSN is a party or by which LSN is bound.

(c) Non-Wan Facilities and Services. LSN makes no representation or warranty whatsoever regarding facilities and components that are not WAN Facilities. At



the District's request, LSN agrees to work on behalf of the District to resolve warranty claims and other problems regarding such facilities and services, for a reasonable fee.

(d) WAN Facility Testing. LSN will verify in writing that all WAN Facilities are in good working order at the time of initial installation.

(e) Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LSN DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE WAN FACILITIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Alterations and Attachments. The District may not make any alterations or attachments to the WAN Facilities without LSN's prior written consent. Unless agreed to in writing by LSN, LSN has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the WAN Facilities by the District. If LSN provides any maintenance or other services in respect of any such alterations or attachments, LSN will provide such services subject to its standard charges, terms, and conditions. LSN is not responsible for any malfunction, non-performance, or performances degradation of the WAN Facilities, or any inability of LSN to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District, or any other action by the District. The District is solely responsible for, and agrees to indemnify LSN against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the District.

11. Termination. Either party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By LSN. As it relates to termination by LSN, "for cause" means (i) the District's failure or refusal to make any payment due to LSN hereunder within 10 days after the District receives written notice from LSN of such failure or refusal, (ii) the District's continuing failure or refusal to perform any other material obligation under this Agreement, subject to a reasonable cure period, or (iii) willful misconduct, embezzlement, or other illegal or unethical acts by the District.

(b) By the District. As it relates to termination by the District, "for cause" means (i) LSN's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period or (ii) willful misconduct, embezzlement, or other illegal or unethical acts by LSN.

For clarity, upon the termination of this Agreement for cause by LSN under Section 11(a) above, LSN will be entitled to recover as damages all fees that would have been payable to LSN



under this Agreement for its full term (i.e., assuming this Agreement had not been terminated early).

12. Effect of Termination or Expiration Upon the termination or expiration of this Agreement, LSN will have the right to remove any WAN Facilities located at facilities under the District's control, and the parties agree to cooperate in effecting any such removal by LSN, as LSN may reasonably direct. Notwithstanding the foregoing, following such termination or expiration, LSN may elect to leave in place any WAN Facilities located at facilities and properties under the District's control, and to use such WAN Facilities for other customers. In the event that LSN elects to so leave in place any WAN Facilities, the District agrees to provide LSN with continued access to District facilities for maintenance purposes, as described in Section 6(k) above.

13. Confidential Information. Each party acknowledges (a) that it will have access to confidential information of the other party, (b) that such information constitutes valuable, special, and unique property of the other party, and (c) that no right or license is granted to such party with respect to such information, except as specifically set forth in this Agreement. Each party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information of or concerning one party that is disclosed or made available to the other party (including its employees or other representatives), including, without limitation, the terms of and prices under this Agreement and any non-public information concerning a party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each party agrees that it will not copy the confidential information of the other party other than on an "as necessary" basis in connection with the performance or enforcement of this Agreement. Upon the request of other party, or upon the termination or expiration of this Agreement, each party agrees to return or destroy any confidential information of the other party in its possession. The parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The parties agree that this Section 13 will survive the termination or expiration of this Agreement.

14. Independent Contractor Status. In the performance of its duties under this Agreement, LSN occupies the position of an independent contractor with respect to the District. Nothing contained herein may be construed as making the parties hereto partners or joint venturers, or creating a principal and agent relationship. LSN has no authority to create any obligation or responsibility on behalf of, or in the name of, the District, or otherwise to bind the District in any way.



15. Notices. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by facsimile (receipt confirmed), by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as follows:

If to LSN: LightStream Networks, LLC  
Attn: Legal  
700 Lavaca St, Ste 1401  
Austin, TX 78701

If by overnight carrier: LightStream Networks, LLC  
Attn: LightStream Counsel  
1021 Newington Circle  
Forney, TX 75126

If to the District: Hillsboro Independent School District  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:

All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or facsimile number for purposes of this Section 15 by giving notice to the other party in accordance with this Section 15.



16. Force Majeure. Neither party will be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

17. Miscellaneous.

(a) Waivers. Any failure or delay by either party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either party of any right or remedy under this Agreement must be in writing and signed by the party waiving the right or remedy.

(b) Governing Law. The laws of the state of Texas govern this Agreement, without regard to conflicts of law principles.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both parties.

(e) Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which may not withhold or delay its consent unreasonably. Notwithstanding the preceding sentence, LSN may, without the District's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of LSN's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the parties to this Agreement.



(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. LSN will not be liable to the other party for any indirect or consequential damages, including but not limited to, lost profits or business revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable by either party.

(j) Construction. This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect of either party on account of its preparation or drafting.

(k) Delivery by Facsimile Transmission. This Agreement may be delivered by facsimile transmission of signed signature pages, with executed originals to follow by overnight courier or certified mail (return receipt requested).

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement (i) the subject-matter or portion(s) of the Agreement ruled invalid or unenforceable and all necessarily-related provisions shall be addressed by the parties via an amendment ("Amendment") that shall substitute valid and enforceable provisions; and (ii) it will not affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the Amendment. In the event the parties cannot reach a mutually acceptable Amendment within 30 days of the final ruling of the highest court to which the matter is taken, the Agreement shall terminate retroactively as of the date of the last court's decision or as otherwise directed by the court.

(m) Waiver of Jury Trial. Each party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under the Texas Statute of Limitations.

(o) Dispute Resolution. Each party agrees that, prior to taking any legal action, regardless of its form, relating to or arising under this Agreement, it will work in good faith with the other party in an effort to resolve the disputed matter.



IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the dates set forth below.

**LightStream Networks, LLC**

Name: Robert McCall  
Title: Founder  
Date: \_\_\_\_\_

**Hillsboro Independent School District**

Name: \_\_\_\_\_  
\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

DRAFT

**Schedule A – WAN Facilities**

WAN Facilities:

**[INSERT EQUIPMENT AND TRANSMISSION SPEED LANGUAGE]**

Logical Network Design:

**[INSERT LOGICAL DIAGRAM]**

USAC Form 470:

One, Ten, or Fourty Gigabit Ethernet bandwidth capacity or Eight Strands of Dark Fiber over single-mode fiber optic cable to the following District locations (see maps below):

**[INSERT LOCATIONS]**

**[INSERT MAP]**





## **Schedule B – Installation Timeline**

Anticipated delivery of service shall occur approximately \_\_\_\_\_ days after receiving written notification from the District of an affirmative FCDL, and the acquisition of all necessary permits, licenses pole attachment agreements and rights of way to complete the project.

## **Schedule C – Fees and Payment Schedule**

### **Installation or Other Up-Front Fees**

None

### **Monthly Fees**

Monthly lease payments of \$\_\_\_\_\_ for a period of \_\_\_\_\_ months beginning upon the delivery of service.

### **Other Fees**

All applicable taxes and fees, including and not limited to the following: federal, state, local use, excise, sales or privilege taxes, gross receipts, franchise, occupation taxes, duties, regulatory fees or similar liabilities shall be paid by the District in addition to the regular charges under this Agreement unless exempt per Section 7 (d) of this Agreement.