

ORDER FOR DATA TRANSPORT SERVICES

This Order for Data Transport Services (this “Service Order”) is entered into as of the date of last signature below (the “Effective Date”), by and between WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company (“Provider”), and WOODLAND JOINT UNIFIED SCHOOL DISTRICT, a California municipal corporation (“Customer”). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement between Provider and Customer dated March 11, 2016 (the “MSA”). This Service Order shall be effective as of the Effective Date, and shall remain in effect until the expiration of the Service Term (as defined in Section 5 below). All capitalized terms used but not defined in this Service Order shall have the meanings given to them MSA.

Section 1: Data Transport Services. Provider shall provide to Customer the data transport services set forth in the following table (each, a “Service,” and collectively, the “Services”). The Services shall connect the “A Location” and “Z Location” set forth below (each such location a “Service Site,” and collectively, the “Service Sites”), at the bandwidths set forth below, in exchange for the one-time, non-recurring installation cost (“NRC”) set forth below, and the monthly recurring charges (“MRC”) set forth below:

Circuit Identifier	Bandwidth and Type of Connection	A Location Service Site	Z Location Service Site	NRC	MRC
Circuit 1 Site B to Site A	1 Gbps EVPL Circuit	Beamer Park Elementary School 525 Beamer Street Woodland, CA 95695 (aka Site B)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 2 Site C to Site A	1 Gbps EVPL Circuit	C. E. Dingle Elementary School 625 Elm Street Woodland, CA 95695 (aka Site C)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 3 Site D to Site A	1 Gbps EVPL Circuit	Freeman Elementary School 126 N. West Street Woodland, CA 95695 (aka Site D)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 4 Site E to Site A	1 Gbps EVPL Circuit	Gibson Elementary School 312 Gibson Road Woodland, CA 95695 (aka Site E)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 5 Site F to Site A	1 Gbps EVPL Circuit	Rhoda Maxwell Elementary School 50 Ashley Avenue Woodland, CA 95695 (aka Site F)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 6 Site G to Site A	1 Gbps EVPL Circuit	Plainfield Elementary School 20450 County Road 97 Woodland, CA 95695 (aka Site G)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 7 Site H to Site A	1 Gbps EVPL Circuit	Sci-Tech Charter School 9544 Mill Street Knights Landing, CA 95645 (aka Site H)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 8 Site I to Site A	1 Gbps EVPL Circuit	Ramon S. Tafoya Elementary School 720 Homestead Way Woodland, CA 95776 (aka Site I)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000

Circuit 9 Site J to Site A	1 Gbps EVPL Circuit	Whitehead Elementary School 624 West Southwood Street Woodland, CA 95695 (aka Site J)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 10 Site K to Site A	1 Gbps EVPL Circuit	Woodland Prairie Elementary School 1444 Stetson Street Woodland, CA 95776 (aka Site K)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 11 Site L to Site A	1 Gbps EVPL Circuit	Zamora Elementary School 1716 Cottonwood Street Woodland, CA 95695 (aka Site L)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 12 Site M to Site A	1 Gbps EVPL Circuit	Douglass Middle School 526 Marshall Avenue Woodland, CA 95695 (aka Site M)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 13 Site N to Site A	1 Gbps EVPL Circuit	Lee Middle School 520 West Street Woodland, CA 95695 (aka Site N)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 14 Site O to Site A	1 Gbps EVPL Circuit	Cache Creek High School 14320 Second Street Yolo, CA 95697 (aka Site O)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,000
Circuit 15 Site P to Site A	2 Gbps EVPL Circuit	Pioneer High School 1400 Pioneer Avenue Woodland, CA 95776 (aka Site P)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,250
Circuit 16 Site Q to Site A	2 Gbps EVPL Circuit	Woodland High School 21 N. West Street Woodland, CA 95695 (aka Site Q)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$1,250
Circuit 17 Site R to Site A	100 Mbps EVPL Circuit	WJUSD Transportation 25 Matmor Road Woodland, CA 95776 (aka Site R)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$700
Circuit 18 Site S to Site A	10 Gbps EPL Circuit	Yolo County Office of Education 1280 Santa Anita Court Woodland, CA 95776 (aka Site S)	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	\$0	\$2,250
Circuit 19 Collector Circuit	10 Gbps Collector Circuit with 3 – 10 Gbps Switches	District Office 435 Sixth Street Woodland, CA 95695 (aka Site A)	N/A	\$0	\$2,250
TOTAL COST:				\$0	\$22,700

Section 2: Initial Service Term. The Initial Service Term for all of the Services is 60 months.

Section 3: Estimated Installation Date. The estimated installation date for all of the Circuits except for Circuit 14 is 120 days from the Effective Date of this Service Order. It will take additional time for Provider to build to Site O, thus, the estimated installation date for Circuit 14 is 180 days from the Effective Date of this Service Order.

Section 4: Customer Information.

Account Name: Woodland Joint Unified School District

Invoicing Address: 435 Sixth Street

Account Executive to Customer: Mike Puckett

Woodland, CA 95695

To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

Customer Site Contact:

Nicole Castro
nicole.castro@wjusd.org
530-406-3111 (Ph)

Customer Billing Contact:

Melissa Mercado
melissa.mercado@wjusd.org
530-406-3111 (Ph)

Customer Technical Contact:

Tina Burkhart
tina.burkhart@wjusd.org
530-406-3111 (Ph)

Section 5: Service Term. Installation, testing and acceptance of the Services shall be in accordance with Article 3 of the MSA. The Initial Service Term for each Service, set forth in Section 2 above, shall commence on the applicable Service Commencement Date. Upon expiration of the Initial Service Term, unless either party terminates this Service Order by giving written notice to the other party not less than thirty (30) days prior to the end of the Initial Service Term, this Order will automatically renew on a month-to-month basis. During any month-to-month automatic renewal period, either party may terminate this Service Order by giving no less than thirty (30) days advance written notice to the other party. The period of time this Service Order is in effect is referred to as the "Service Term."

Section 6: Rates and Charges. Customer is responsible for paying to Provider the NRC and MRC set forth in Section 1 above, all in accordance with Article 4 of the MSA.

Section 7: Performance. Provider shall use commercially reasonable efforts in keeping with normal industry standards to ensure that the Services are available to Customer 24 hours per day, seven days per week, consistent with the applicable SLA. It is possible, however, that there will be interruptions of Services. Customer understands and agrees that the Services may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Provider's reasonable control. Temporary Service interruptions for such reasons, as well as all Service interruptions caused by Customer, or by Force Majeure Events, will not constitute failures by Provider to perform its obligations under this Service Order. Instead, Customer's sole remedies for any such interruptions in the Services are described in the SLA.

Section 8: Customer Equipment and Software. As between Provider and Customer, Customer is solely responsible for the

installation, repair, maintenance and use of all Customer Equipment and all software supplied by Customer for use in connection with the Services, including all aspects of Customer's internal network. Provider does not manufacture Equipment or software and does not support Customer Equipment or software. Any questions concerning or requests for maintenance or repair of third-party hardware or software should be directed to the provider of that product. If Customer Equipment or software impairs the Services, Customer will remain liable for payment of the applicable Fees. If, at Customer's request, Provider should attempt to resolve difficulties caused by Customer Equipment or software, such efforts may be performed at Provider's discretion and Customer will be responsible for Provider's then-current commercial rates and terms for such consulting services.

Section 9: Customer Security Measures. Customer is responsible for all access to and use of the Services by means of Customer's Equipment and Customer's internal network, whether or not Customer has actual knowledge of or authorizes such access or use. Customer is responsible for the security of Customer's internal network, and shall implement commercially reasonable security measures to prevent unauthorized use of or access to the Services. In accordance with Section 6.3 of the MSA, the failure by Customer to implement commercially reasonable network security measures may result in immediate termination of the Services and this Service Order by Provider. Customer will be solely liable and responsible for all conduct occurring through either authorized or unauthorized use of the Services through Customer's network and/or Customer's Equipment, until Customer informs Provider of a security breach. Provider is not responsible and assumes no liability for losses, claims, damages, expenses, or costs resulting from persons accessing Customer's internal network and/or Provider's network through Customer's Equipment, and Customer shall hold Provider harmless from and indemnify Provider against any

such claims, losses, or damages to the full extent arising from such access.

Section 10: Future Upgrades. Customer may, at any time and from time to time during the Service Term of this Service Order, elect to upgrade the bandwidth of any one or more of the Services Customer receives pursuant to this Service Order to any of the following bandwidths, at the new monthly recurring cost set forth below:

New Bandwidth	New MRC
1 Gbps	\$1,000
2 Gbps	\$1,250
4 Gbps	\$1,600
5 Gbps	\$1,800
10 Gbps	\$2,250

In the event Customer elects to upgrade any one or more of its Services pursuant to this Section 10, there shall be no installation charge associated with such upgrade.

Section 11: E-Rate Program. The provisions of this Section 11 shall control over any conflicting provisions of this Service Order or the MSA:

(a) Customer's Contingent Right to Cancel. Customer is participating in the Federal Universal Service Discount program for schools and libraries ("E-Rate"), offered by the Federal Communications Commission via the Schools and Libraries Division (the "SLD"). The proposal and the contract negotiated implementing this Service Order are conditional and subject to Customer receiving full E-Rate funding by the SLD. Notwithstanding anything to the contrary contained elsewhere in this Service Order or in the MSA, Customer reserves the right to cancel or in any manner reduce the scope of this Service Order in the event SLD does not completely fund the request for funding submitted referencing this proposal. Customer reserves the right to reject any and all bids/proposals, or any or all items of any bid/proposal.

(b) Provider to Reasonably Cooperate. The MRC and NRC set forth in Section 1 above are the non-discounted rates for the Services and shall be paid to Provider by Customer in full and without discount. Provider shall cooperate with Customer as reasonably necessary to complete and process such paperwork that may be necessary for Customer to receive the E-Rate funding for the Services. During the Service Term, Customer shall not alter the manner of payment under this Service Order or the manner of E-Rate funding.

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

CUSTOMER:

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

By _____

Name: _____

Title: _____

Date: _____

PROVIDER:

WAVE BUSINESS SOLUTIONS, LLC

By _____

Name: _____

Title: _____

Date: _____

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