

~~Network Management Practices and Service Performance information for the broadband internet access service provided under the E-Rate Program can be found online by visiting [www.verizon.com/terms](http://www.verizon.com/terms).~~

## E-rate Funding~~Customer~~ Provisions

~~9.6.~~

### 1. General.

1.1 ~~9.6.1.1~~ **Applicability.** ~~The~~These 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"). In the event of a conflict, the ~~Term~~terms and ~~Conditions~~conditions of a specific promotion or Service Attachment will take precedence over ~~Term~~the terms and ~~Conditions~~conditions in ~~the E-rate Funding Related Terms and Conditions Service Attachment~~these provisions.

1.2 ~~9.6.1.2~~ **Delayed Implementation.** ~~Upon Written~~1.2 **Activation Date.** Notwithstanding any other provisions to the contrary set forth in the Agreement, the Activation Date for E-rate Services will be as noted below. Providing Customer has signed and delivered this Agreement to Verizon no later than the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, the Activation Date for the E-rate Services will be (a) for installed services (aka renewal of existing circuits), the date that is the later of (i) July 1st of the applicable E-rate funding year or (ii) the date at the end of the Customer's Contract Year and (b) for new installations, the date that the E-rate Services are installed ("Effective Date"). If Verizon receives Customer documentation after the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, then the Activation Date for the E-rate Services will be the 1st day of the 2nd billing cycle following Verizon's receipt of the required documentation from Customer, or as soon as such E-rate services are installed if not previously installed, but in no event earlier than July 1st of the applicable E-rate funding year.

1.3 ~~1.3~~ **Delays and Termination Right.** Upon written request, Verizon will delay the start of any work or activities related to installation or provision of the E-rate Services until such time as Customer notifies Verizon in writing (a) of USAC's approval of E-rate funding, or (b) to proceed to provide such E-rate Services (regardless of whether E-rate funding ~~is or~~ has been approved). Notwithstanding the duration of the delay, Verizon will hold the associated pricing only until September 30th of the applicable E-rate funding year. In all such cases, Customer shall be responsible for payment as set ~~out in Section 9.6.3.2~~forth below. However, notwithstanding the delay request, if within twelve (12) months after the Agreement is signed by either party, Customer has neither notified Verizon in writing 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 if Customer fails to timely provide information or consent or otherwise causes unnecessary delays.

~~9.6.1.3 Term and Survival.~~ Notwithstanding any other provisions to the contrary set forth in the Agreement, the Initial Term and Effective Date 4 Extension. At the end of the Service Commitment, any Order for E-rate Services will be as noted below.

~~Providing Customer has signed and delivered this Agreement to Verizon no later than the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, the "Initial Term" for the E-rate Services will be scheduled as follows:~~

- ~~• For installed services (aka renewal of existing circuits), service date will become effective July 1<sup>st</sup> of the applicable E-rate funding year or at the end of the Customers contract term, whichever is later ("Effective Date").~~
- ~~• For new installations, the service date will become effective as soon thereafter as such E-rate Services are installed ("Effective Date").~~

~~If Verizon has not received the signed Agreement from Customer by no later than the last day to submit an FCC Form 471 funding request during the applicable E-rate application filing window, 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 E-rate services are installed if not previously installed, but in no event earlier than July 1<sup>st</sup> of the applicable E-rate funding year. 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 E-rate Services may be subject to extension or continuation to the extent so provided inconsistent with the provisions of the Agreement applicable to these the E-rate Services. In the event the E-rate Services are provided to, and used by, Customer after the signature of this Agreement but prior to July 1<sup>st</sup> of the applicable E-rate funding year, 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.~~

## 2. 9.6.2 Representations.

2.1 9.6.2.1 Compliance with Law. Customer and Verizon each represent and warrant that it ~~has complied and will comply~~ is in compliance with all laws, rules and regulations applicable to the E-rate Program. Each party further represents that it is not debarred or suspended from any federal programs and that this Agreement was not the result of collusion.

2.2 9.6.2.2 Seeking E-Rate Funding. Customer represents that it will seek E-rate funding under the Federal Universal Service Fund from the USAC with respect to the E-rate Services to be provided pursuant to ~~this~~ the Agreement.

~~9.6.2.3 Verizon makes no representation or warranty whatsoever with respect to the eligibility of any particular E-rate 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.~~

~~9.6.3. Customer Responsibilities.~~

9.6.3.1 Customer is solely 3. Responsibilities.

3.1 E-Rate Application. Customer is 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.~~

9.6.3.2 Required Information. Customer is responsible for timely providing required information and documentation to Verizon as may reasonably requested in connection with the E-rate Program, including without limitation: (i) Form 471 and Item 21 Attachments, (ii) Form 500, (iii) Service Substitution Request, and (iv) FCC Form 486 Notification Letter.

**3.3 Payment.** Customer is responsible for payment obligations for the E-rate Services. If for any reason Customer fails to qualify for or otherwise 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 E-rate Services provided under the 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. Lack of E-rate funding does not excuse any payment obligations in the Agreement.

**3.4 Past Due Amounts.** Customer is responsible for late payments so that amounts not paid on or before the Due Date will accrue interest from the Due Date until payment at the rate of (a) 1.5% per month (compounded monthly) or (b) the maximum amount allowed where that rate is not permitted by applicable law or regulation. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement with respect to any past due amount other than Disputed Amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled Charges, Payment, Taxes, and Purchase Commitments.

#### **4. Disclaimer.**

**4.1- Assistance or Reliance.** Verizon disclaims and shall have no liability and responsibility arising from or related to (i) any assistance it provides Customer in connection with any application or (ii) any reliance on documentation or information provided by Customer.

**4.2 E-Rate Changes.** Verizon disclaims and shall have no liability and responsibility for (i) any determinations of eligibility or ineligibility for any E-rate funding, (ii) any withdrawal or cancellation, in whole or in part, of any E-rate funding, (iii) any change to the E-rate Program or (iv) any denial of E-rate funding by USAC, in whole or in part.

**4.3 Hold Harmless.** Customer shall hold Verizon harmless with respect to (i) any assistance or information provided to Customer by Verizon and (ii) any false information provided by Customer that is relevant to the E-rate Program.

**4.4 Treatment.** Notwithstanding any other provisions set forth in the Agreement, a lack of E-rate funding, in whole or in part, shall not be treated nor deemed as a non-appropriation of funds under any "non-appropriations of funds" (or similar) law, regulation or provision set forth or incorporated in this Agreement. Notwithstanding any other provisions set forth anything in the Agreement, a lack of E-rate funding, in whole or in part, shall not be treated nor deemed as a non-appropriation of funds under any "non-appropriations of funds" (or similar) law, regulation or provision set forth or incorporated in this Agreement.

**9.6.3.3** 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. applicable law or regulation.