



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information

Contact: Alex E Cook
Telephone: 5024107585
Email: alex.cook@charter.com

Customer Information

Customer Name Fort Thomas Independent School District		Order # 14615337
Address 28 N FORT THOMAS AVE FORT THOMAS KY 41075		
Telephone (859) 815-2014		Email: jody.johnson@fortthomas.kyschools.us
Contact Name Jody Johnson	Telephone (859) 815-2014	Email: jody.johnson@fortthomas.kyschools.us
Billing Address 28 N FORT THOMAS AVE FORT THOMAS KY 41075		
Billing Contact Name	Telephone	Email:

NEW AND REVISED SERVICES AT 2 Sergeant Ave , Fort Thomas KY 41075

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$450.00	\$450.00
TOTAL*				\$450.00

NEW AND REVISED SERVICES AT 219 Highland Ave Unit Fiber, Fort Thomas KY 41075

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
EPL 10Gbps	60 Months	1	\$450.00	\$450.00
TOTAL*				\$450.00

ONE TIME CHARGE(S) AT 2 Sergeant Ave , Fort Thomas KY 41075			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
<u>TOTAL*</u>			\$0.00

ONE TIME CHARGE(S) AT 219 Highland Ave Unit Fiber, Fort Thomas KY 41075			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet Fiber Install	1	\$0.00	\$0.00
<u>TOTAL*</u>			\$0.00



1. **TOTAL CHARGE(S).** TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. **TAXES.** PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. **SPECIAL TERMS.**

Spectrum hereby agrees the Service ordered hereunder is an upgrade to existing Service at the Service (Location/Address) and, in this case, will not require an extension to the initial Term. Therefore, the Term of this upgrade Order shall end on the expiration of the initial Term and shall then be subject to any renewal terms set forth herein or in the Agreement

E-RATE FUNDING CONTINGENCY.

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

During the Order Term, Customer shall have the option, exercisable upon thirty (30) days prior written notice to Spectrum (the 'Required Notice'), to upgrade its purchased bandwidth at the Service Location(s) reflected in this Service Order to the bandwidth and MRC as reflected in the chart in Exhibit A provided that: (i) Customer has paid for all necessary Equipment, if any, to provide the upgrade; (ii) Customer is in good standing on its payment obligations at the time of the requested upgraded Services; and (iii) such upgrade applies to bandwidth/speed upgrades only, and not a change to Customer's existing product(s). Nothing herein is intended to modify the Order Term of this Service Order. Except as specifically modified herein, all other terms and conditions of the Service Agreement and this Service Order shall remain unchanged and in full force and effect. Customer will be required to execute a new Service Order to document the upgrade.

Non-Appropriations

For purposes of this Service Order only, the parties hereby agree to the following provision:

Non-Appropriation of Funds. Notwithstanding anything to the contrary in the Service Agreement, if funds are not appropriated for a fiscal year for Services provided under this Service Order at a given Service Location (a "Non-Appropriation"), Customer shall have the right to terminate, without liability, such Services at the Service Location



("Non-Appropriated Services") as of the end of the funded fiscal year (or such shorter funded term, if applicable). The foregoing termination right is conditioned upon the following: Customer shall (a) provide Spectrum with at least thirty (30) days written notice of termination prior to the start of such fiscal year (or within five (5) days following budget approval, if budget approval occurs less than 30 days prior to or following the start of such fiscal year); (b) describe in the termination notice how such Non-Appropriation did not result from the act or failure to act by Customer in the course of establishing its proposed budget or in satisfying budget filing requirements; (c) pay Spectrum all amounts due for Non-Appropriated Services through the date of termination; (d) for the Non-Appropriated Services, pay Spectrum upon receipt of invoice all construction and installation expenses incurred by Spectrum, OTCs, and any expenses incurred by Spectrum related to the Non-Appropriation, including, without limitation, any applicable third-party termination charges; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's discretion, the Spectrum Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing Spectrum for the repair or replacement of any Spectrum Equipment not returned in accordance with this paragraph.

Capitalized terms used but not defined herein shall have their respective meaning assigned in the Service Agreement.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER	Charter Communications Operating, LLC By: Charter Communications, Inc., its Manager
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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