

## MASTER CUSTOMER AGREEMENT

This Master Customer Agreement (“MCA”) is made effective as of \_\_\_\_\_ (“Effective Date”) between Zayo Education, LLC, its affiliates and subsidiaries, a Delaware limited liability company, (defined below), with an address of 1401 Wynkoop Street, Suite 500, Denver, CO 80202 (collectively “Zayo” and each Affiliate a “Zayo Affiliate”) and Newport Independent School District, a (school district entity) with an address of 95 West 9th Street, Newport, KY 41071 (“Customer”). Zayo and Customer each may be referred to herein as a “Party” and collectively as the “Parties”. “Affiliate” shall mean any entity controlled by, controlling or under common control with the applicable Party.

### ARTICLE 1 - GENERAL

**1.1 Agreement Structure, Compliance with E-Rate Rules.** This MCA provides general terms and conditions under which Customer may from time to time purchase access to and utilization of selected portions of the Zayo fiber network and associated infrastructure (“Access”) and certain related telecommunications and infrastructure services (“Services”) from Zayo utilizing funds obtained through the Federal Universal Service Fund program known as the “E- Rate Program” (“E-Rate” or “E-Rate Program”) for its use and/or the use of its students, faculty, library patrons, and staff (“End Users”) solely for educational purposes. The Parties acknowledge that E-Rate is administered by the Schools and Libraries Division (“SLD”) of the Universal Service Fund Administrative Company (“USAC”). The Parties further acknowledge that the Federal Communications Commission (“FCC”) has promulgated regulations that govern the participation in the E-Rate Program. The Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate Program. Terms and conditions that apply to Access and to each type of Service are set forth in customer schedules (each a “Customer Schedule”). This MCA, applicable Customer Schedules, Customer Orders, any other attachments, and any general terms and conditions provided by Customer agreed to by Zayo and attached hereto (“Customer Provided General Terms”) and any other attachments and/or addendums are hereby incorporated herein and shall collectively be referred to as the “Agreement”. Customer acknowledges and accepts the applicable terms and conditions of the Agreement by signing the Agreement and/or by using Access or Services or allowing others to do so. The Parties agree that the terms of this MCA and the applicable Customer Schedule and Customer Order shall apply only to Access or Services purchased after the Effective Date utilizing E-Rate program funds. Any part of the Agreement may be entered into and performed by any Zayo Affiliate, including a Zayo Affiliate authorized to provide Access or Services in any country or jurisdiction, and any independent contractor or other third party may perform any obligations of Zayo under the Agreement.

**1.2 Orders for Access and/or Services.** Customer may request that Zayo provide Access and/or Services by submitting a customer order in a form provided by Zayo (“Customer Order”). Customer is responsible for the accuracy of all information that it provides to Zayo. Each accepted Customer Order shall be subject to the Agreement. Customer Orders shall set forth the term, pricing, Access and Service type and location(s), monthly recurring charge (“MRC”), non-recurring charge (“NRC”) and any additional terms applicable to the Access and/or Services. All Customer Orders shall be subject to availability and acceptance by Zayo.

**1.3 Term.** The term of each Customer Order shall commence on the Activation Date (as defined in the applicable Customer Schedule) for such Access and/or Service and continue for the period of time specified in that Customer Order, and thereafter shall automatically renew for one (1) month periods (collectively, the “Order Term”) until terminated by either Party upon at least thirty (30) days written notice prior to the end of the Order Term. Customer shall continue to be responsible for payment to Zayo for the Access and Services to be terminated through the end of the thirty (30) day notice period. Following the initial Order Term, Zayo reserves the right to increase rates for any Access and Services provided thereunder upon at least thirty (30) days’ notice. The term of the Agreement is coterminous with the longest Order Term thereunder.

**1.4 Order of Precedence.** In the event of an express conflict between terms in the Agreement, precedence will be given, as applicable, in the following order: (a) the Customer Order, (b) the Supplemental Terms and Conditions, (c) the Customer Schedule and (d) the MCA and (d) the Customer Provided General Terms.

### ARTICLE 2 - PAYMENT TERMS

**2.1 Invoicing and Payment Terms.** Zayo may commence billing and Customer shall be liable for payment upon the Activation Date. Zayo will provide Customer with a monthly itemized invoice for the Access and Services together with all other charges due. Such invoices, and, if applicable, E-Rate Form 474 requesting payment from USAC, will be issued by Zayo in accordance with then-current SPI or BEAR allocation and invoicing methods as described in E-Rate Program rules and as set forth in the Agreement. Customer shall pay to Zayo all amounts due in full, without offset or reduction, within thirty (30) days from the date of the invoice (“**Due Date**”). Invoice amounts not paid on or before the Due Date shall bear interest at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is lower. Unless otherwise stated in the Agreement, and subject to E-Rate funding approval and E-Rate program rules, Zayo shall invoice Customer for any NRC upon acceptance of a Customer Order.

**2.2 Invoice Disputes.** Customer is responsible for all charges respecting the Access and Services, even if incurred as the result of unauthorized use. If Customer reasonably disputes any portion of an invoice, Customer shall timely pay all undisputed amounts and shall notify Zayo in writing and provide detailed documentation supporting its dispute within thirty (30) days of the invoice date or Customer’s right to any billing adjustment shall be waived. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest, as set forth in Section 2.2 above, from the date the payment was originally due.

**2.3 Taxes and Other Fees and Surcharges.** Excluding taxes based on Zayo’s net income, Customer shall be responsible for all Taxes (defined below) and Other Fees and Surcharges (defined below) arising in any jurisdiction imposed on or incident to the provision, sale or use of Access or Services, including but not limited to value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access and bypass (collectively “**Taxes**”) and any property, franchise, rights of way, license or permit, regulatory or other taxes, duties, fees, charges or surcharges (collectively “**Other Fees and Surcharges**”), imposed on Zayo, Customer or a Customer’s end user (“**End User(s)**”). Charges for Access and Services are exclusive of any Taxes and Other Fees and Surcharges. Taxes and Other Fees and Surcharges may be recovered through imposition of a percentage surcharge on the charges for Access and Services to Customer. Customer may present Zayo with a valid exemption certificate (in a form reasonably acceptable to Zayo) eliminating Zayo’s liability to pay certain Taxes and Other Fees and Surcharges; Zayo will give effect thereto prospectively.

**2.4 E-Rate Funding, Non-Appropriations.** Customer represents that it is a public entity and/or that the Access or Services provided under the Agreement are subject to public funding sources, including E-Rate funding.

**2.4.1 Cancellation for Denial of E-Rate Funding.** Customer shall seek funding through E-Rate for some or all of the Access and Services purchased under the Agreement. In the event that Customer’s good faith application for E- Rate funding to purchase Access and Services hereunder is either (a) denied in its entirety by USAC or (b) partially granted and Customer is unable to make up the difference with its own funding, then the Parties agree to enter into good faith negotiations to amend the applicable Customer Orders to allow for Customer’s purchase of Access and Services at a reduced level (i.e.: fewer fibers, fewer locations served, removal of diversity, etc.). In the event such reduction is not feasible or the Parties cannot reach an agreement on the reduced Access and/or Services, Customer may, upon written notice to Zayo, cancel the affected Customer Order with no further liability to Zayo. Notwithstanding the foregoing, Customer expressly acknowledges and agrees that Zayo shall not be obligated to perform any work or to incur any costs to provide the Access and/or Services to Customer prior to USAC approval of Customer’s E-Rate funding and Customer agrees to reimburse Zayo for any such costs incurred by Zayo for any work related to a cancelled Customer Order for E-Rate Access and/or Services prior to the date of Customer’s cancellation.

**2.4.2 Termination for Non-Appropriation of Funds.** Customer represents and warrants that, subject to USAC approval of Customer’s application for E-Rate funding, all other necessary funds have been appropriated to satisfy the Customer’s obligations for the underlying Access and/or Service(s) through the first anniversary of the Commencement Date as set forth in the applicable Customer Order (the “**1st Anniversary**”). If, for any year of the term following the 1st Anniversary: (a) no funds are appropriated for any of the Customer’s communications facilities, services or technologies for any of the locations listed in any applicable Customer Order, (b) the Customer has no alternative but to discontinue all facilities, access, services and technologies to such locations for that funding year (for example, no internet connections may be made from any of such locations during such year, etc.), and (c) Zayo has received a written Notice from Customer confirming the occurrence of items (a) and (b) of this paragraph (the “**No Funding Notice**”), then, on the

following terms, Customer, may terminate the affected Customer Order(s). The “Effective Date of Termination” for this Customer Order shall be the later of (a) the 1st Anniversary; (b) the first day of the funding year for which no funds are appropriated for any of the Customer’s communications facilities, services or technologies for any of the locations listed above in the affected Customer Order; or (c) thirty (30) days from the date the above referenced No Funding Notice is received by Zayo. In the event of such a termination, the Parties agree that Customer shall pay for all access and/or services rendered under the affected Customer Order(s) through the Effective Date of Termination; but Customer shall not incur any further termination liability of any sort for such termination. Customer agrees not to deprive Zayo of the anticipated benefit of any attached Customer Order by artificially terminating, or allowing for an artificial termination of, such access and/or service and shall not “terminate” any access and/or service and then immediately replace the order for the same access and/or service with Customer, a Customer affiliate, or another supplier.

### ARTICLE 3 - DEFAULT

If Customer fails to make any payment due under the Agreement and such failure continues for five (5) days after receiving notice thereof, or if a Party fails to cure any material breach of any term of the Agreement within thirty (30) days of receiving notice of the breach from the other Party, then the non-breaching Party may: (a) terminate the Agreement in whole or in part and (b) subject to the liability limitations stated herein, pursue any available remedies at law or in equity.

### ARTICLE 4 - LIABILITIES

**4.1 General Limitations.** To the extent allowed by law, Zayo shall enjoy any statutory protections granted to utility and infrastructure providers and shall not be liable for injury to or death of any person and for damage to or loss of any property arising out of or attributable to its operations and performance under the Agreement. Customer’s sole and exclusive remedy for any non-performance, defect or failure to deliver the Access or Service are the performance credits and/or other remedies expressly stated in the relevant Customer Schedule. Zayo’s total liability for any and all causes and claims whether based in contract, warranty, tort or otherwise shall be limited to the lesser of (a) the actual direct damages sustained by Customer in connection with the affected Customer Order and affected Access or Service, or (b) an amount equivalent to the total MRC payable by Customer over the preceding three (3) months for the Access or Service affected or if the claim arises prior to the Activation Date, an amount equivalent to the total MRC payable by Customer for the first three (3) months of the Order Term. Excluding payments due under any Customer Order that have not been paid, no cause of action under any theory which accrued more than one (1) year prior to the filing of a complaint alleging such cause of action may be asserted by either Party against the other Party.

**4.2 Special Damages.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4.5 OF THIS MCA, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF DATA, ANTICIPATED SAVINGS OR COST OF PURCHASING REPLACEMENT SERVICES, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MCA OR ANY CUSTOMER ORDER.

**4.3 No Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, ZAYO MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF DESCRIPTION, QUALITY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF THE ACCESS OR SERVICES HEREUNDER OR ANY OTHER MATTER AND ANY SUCH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

**4.4 No Liability for Certain Actions.** Zayo exercises no control over and is not responsible for the content of any information transmitted or received through the use of the Access or the Services. Other than as expressly stated in the Agreement, Customer shall be solely responsible for all of the security and confidentiality of information it transmits using the Access or Service. Customer shall be solely responsible for all customer support, pricing and service plans, billing and collections with respect to its End Users, including obtaining all necessary legal or regulatory approvals to

provide or terminate the provision of the access, product or service to its End Users. Use of the Access and Services is at Customer's own risk.

**4.5 Indemnification.** Each Party (an “**Indemnifying Party**”) shall indemnify, defend and hold harmless the other Party, its directors, officers, employees, agents, contractors, successors and assigns (“**Indemnified Party**”) harmless from and against all losses, damages, costs, expenses and liabilities (including reasonable attorney’s fees and expenses) incurred by such Indemnified Party arising from any third party claims relating to any physical damage to tangible property, or personal injury or death, caused by the gross negligence or willful misconduct of the Indemnifying Party, provided, however, that Zayo is not obligated to indemnify Customer, and Customer shall defend and indemnify Zayo as an Indemnified Party, for any claims or actions commenced by any third party, including End Users, arising from or in connection with goods or services provided by Customer that incorporate any of the Access or Services, including without limitation claims relating to or arising from Access or Service degradation or outage.

## ARTICLE 5 – MISCELLANEOUS PROVISIONS

**5.1 Confidentiality.** Subject to applicable law and E-Rate program rules, information or documentation exchanged between the Parties in performing this Agreement, including the terms of this Agreement, are subject to the terms of any non-disclosure agreement in effect between the Parties, and if none, the Parties agree to keep any such information which is of a confidential nature confidential and not disclose such information to third parties (other than to vendors and Affiliates).

**5.2 Force Majeure.** Neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure or hindrance of performance hereunder due to causes beyond its reasonable control. The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the event and of the termination of such event.

**5.3 Subject to Laws.** Each Party is responsible for complying with applicable laws and regulations, including but not limited to applicable: (a) federal, state and local laws; (b) regulations, rulings and orders of government agencies; (c) data protection legislation; (d) laws, statutes, regulations and codes relating to anti-bribery and anti-corruption; and (e) import, export and economic sanction laws and regulations. Neither Party shall use the Access or Services for any unlawful purposes.

**5.4 Governing Law; Venue.** The Agreement shall be governed by and construed in accordance with the laws of state in which the Access or Services are provided to the Customer.

**5.5 Prevailing Party.** If suit is brought or an attorney is retained by either party to enforce the terms of the Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys’ fees and related expenses incurred in connection therewith.

**5.6 Assignment.** Neither Party may transfer or assign, voluntarily or by operation of law or otherwise, its obligations under the Agreement without the prior written consent of the other Party; provided, that, Zayo may assign in whole or in part the Agreement or any of its rights and obligations hereunder to any Zayo Affiliate without prior notice to Customer. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**5.7 Notices.** Notices under this MCA shall be in writing and delivered by certified mail, return receipt requested, or by a nationally recognized courier to the persons whose names and business addresses appear below, and such notice shall be effective on the date of receipt, or refusal of delivery, by the receiving Party. **In addition to the foregoing notice requirement, if Customer is disconnecting Access or discontinuing Service(s) for any reason, Customer must submit the disconnection request through the form located at <https://www.zayo.com/disconnectservice/>**

<b>If to Zayo:</b>	<b>If to Customer:</b>
<b>Zayo Education, LLC</b>	<b>Newport Independent School District</b>
Attn: General Counsel, Legal	Attn: Rusty Adams
1401 Wynkoop Street, Suite 500	95 West 9th Street
Denver, CO 80202	Newport, KY 41071
<b>Billing Disputes:</b>	(if this "Customer" section is left blank, notice shall be deemed effective if delivered to Customer's registered office address or the last Customer address provided to Zayo by Customer)
<b>Zayo Education, LLC</b>	
Attn: Accounts Receivable	
1401 Wynkoop Street, Suite 500	
Denver, CO 80202	
customerservice@zayo.com	

**5.8 No Third Party Beneficiaries.** The representations, warranties, covenants and agreements of the Parties set forth herein are not intended for, nor shall they be for the benefit of or enforceable by, any third party or person not a Party hereto, including without limitation, End Users.

**5.9 Entire Agreement; Amendment.** The Agreement constitutes the entire and final agreement and understanding between the Parties, expressed or implied, with respect to the Access and Services and supersedes all other prior or contemporaneous representations, understandings or agreements. No alteration or variation of the terms of any provision shall be valid unless made in writing and signed by the Parties. If any provision of the Agreement shall be held to be invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and shall remain in effect and be binding upon the Parties. No course of dealing and no failure to exercise any right hereunder shall be construed as a waiver of any provision hereof.

**5.10 Relationship and Counterparts.** The Agreement does not create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any authority to bind the other Party to any agreement, understanding or other instrument, in any manner whatsoever. The Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. The Agreement may be executed via a recognized electronic signature service (e.g., DocuSign) and/or may be delivered by facsimile transmission and/or signed, scanned and emailed to Zayo, and any such signatures shall be treated as original signatures.

**5.11 Additional Provisions.**

**5.11.1 Debarment/Suspension.** Zayo represents and warrants that it is not debarred or suspended by any federal agency.

**5.11.2 Bribes and Gratuities.** Zayo represents and warrants that it has not offered, or promised to offer or give, directly or indirectly, any bribe, money, gift, or gratuity to Customer or any representative of Customer.

**5.11.3 Equal Employment Opportunity.** Zayo represents and warrants that it will comply with all applicable equal employment opportunity laws. Zayo shall not deny any benefit to, exclude from any opportunity, or discriminate in any way against, any employee or any other person because of age, color, creed, sex, disability, national origin, race, religion, genetic information, or any other characteristic protected by law.

**5.11.4 Bandwidth Upgrade.** In the event that during the Order Term of a Customer Order, Customer desires an upgrade to the bandwidth for Access or Service on such Customer Order, Customer may request to upgrade such Access or Service ("**Original Offering**") to a higher bandwidth at the same location(s), subject to availability, provided that Zayo and Customer execute a Customer Order ("**Upgrade Customer Order**") reflecting: (i) an equal or greater monthly recurring charge as the Original Offering, (ii) an Expiration Date for the Upgrade Customer Order no earlier than the Expiration Date for the Original Offering, (iii) Zayo's out of pocket costs to decommission the Original Offering and turn up the Upgrade Customer Order requested by Customer, which cost will be provided to Customer if Customer makes such a request prior to executing the Upgrade Customer Order, and (iv) all other terms and conditions customary and typical to a Customer Order. In the event the Parties execute an Upgrade Customer Order, Customer shall continue to pay all charges for the Original Offering until the Activation Date for the applicable Access or Service set forth in the Upgrade Customer Order, at which time the Original Offering shall be terminated without early termination liability. Customer acknowledges and agrees that, as a condition to the upgrade option provided herein, Customer must provide Zayo at least ninety (90) days' notice of disconnection prior to disconnection of the Original Offering.

**ZAYO:**

**CLIENT:**

Zayo Education, LLC

Newport Independent School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Zayo Education Voice Services Addendum**

As of \_\_\_\_\_, this Addendum to Master Customer Agreement is entered into pursuant to that certain Master Customer Agreement (“MCA”) between Newport Independent School District (“Client”) and Zayo Education, LLC and Affiliates, a Delaware limited liability company (“**Zayo Education**”).

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of Zayo Education voice services (the “Services”). In these Terms of Service, “User” shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MCA. In the event of a conflict between these Terms of Service and the MCA, these Terms of Service shall control.

Services are provided by Zayo Education, LLC or one or more Zayo Education affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency (“LOA”) may be used by any of Zayo Education, its affiliates or underlying service providers, as appropriate, for purposes of delivering the Services contracted herein.

### **1. Pricing.** Pricing is indicated in the relevant Schedule(s) attached to the MCA.

While most of the charges associated with Zayo Education’s service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as described below and in more complete detail in Zayo Education’s published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that Zayo Education has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that Zayo Education has informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in Zayo Education’s tariffs, as updated. Client may request that Directory Assistance calls be blocked.
- International calls – Client acknowledges that Zayo Education has informed Client that international calls and calls to US locations outside the continental United States are not included in the Services and will incur a per call charge based on Zayo Education’s then applicable rates. International calls are blocked by default. Client may request that international calling be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that Zayo Education has informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on Zayo Education’s Voice services.

**2. Invoicing.** Client’s first invoice from Zayo Education may include a partial month of Service. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice. After the initial billing cycles, Client’s invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that Zayo Education is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

**3. Transition from Prior Service Provider.** Zayo Education will handle communication with Client's existing provider(s) regarding the porting of your existing numbers to Zayo Education, based on the scope of services Zayo Education is to deliver; however, Client is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to Zayo Education. Zayo Education can provide sample disconnect language, upon request.

**4. Disconnection.** Upon disconnection of Service, Zayo Education shall release to Client's new service provider the telephone number(s) used in connection with Client's Service if all of the following occur:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client agrees to resolve any outstanding dues or fees on the account; Client requests the transfer upon disconnecting Client's account.

**5. Voice Recording.** Zayo Education may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. Client will indemnify, defend, and hold harmless Zayo Education for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations using the Services.

**6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.11 et. seq.** Included in the Services provided to Client by Zayo Education is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature. Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to Zayo Education the physical location(s) at which the Service will be utilized ("Registered Location").

Client is required to notify Zayo Education via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

Client may opt-in for self-management of 9-1-1 records via a supplied web portal. Client must designate individuals who will be granted access to the web portal and who will be responsible for maintaining 9-1-1 data.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by Zayo Education in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications described herein.

Client hereby certifies that it has adhered the labels to each phone and appropriately inform all end users of the Services of the 9-1-1 Dialing Feature specifications. If Client fails to provide the necessary records or refuses to make such certification, Zayo Education may immediately suspend Service until such records are provided or certification is made. Client hereby forever releases Zayo Education from any and all liability, losses or damages which may arise from Zayo Education's suspension or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9- 1-1 Dialing Feature specifications



detailed herein. Zayo Education reserves the right to terminate the Services for a breach by Client of the obligations in this section, in addition to any other remedies Zayo Education may have in law or equity.

- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature is provided as part of the Services.

**General Indemnification.** In the event that the Federal Communications Commission (“FCC”) conducts an audit or inquiry of Zayo Education’s compliance with 47 C.F.R. §§ 9.11, Client agrees to cooperate fully with Zayo Education and the FCC and produce all records requested by either Zayo Education or the FCC. Should Zayo Education be found in violation of any provision of the 47 C.F.R §§ 9.11 or any other FCC rules regarding the provision of 9-1-1 services as a result of Client’s breach of or failure to comply with any of its obligations under this section, Client agrees to indemnify and hold Zayo Education harmless for any and all monetary penalties assessed by the FCC on Zayo Education.

IN THE EVENT CLIENT DOES NOT UTILIZE ZAYO EDUCATION’S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ZAYO EDUCATION IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY “911”). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED WITH PROVIDING 911 OR ANY OTHER EMERGENCY SERVICES TO ITS END USERS ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ZAYO EDUCATION PURSUANT TO THIS MCA.

#### **I. IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ZAYO EDUCATION VOICE SERVICES**

Zayo Education provides Client (hereinafter referred to as “you”) with local, regional and long distance phone services. There is one important difference between the Zayo Education Internet-based service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with Zayo Education has important differences and limitations that you should be aware of and that you should advise others that may use the Zayo Education voice service at all of your locations.

Zayo Education recommends that you always have an alternative means of accessing emergency services.

#### **II. YOU ARE RESPONSIBLE FOR TAKING AFFIRMATIVE STEPS WITH ZAYO EDUCATION TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address(es) where each phone/handset will be used.**

#### **III. IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ZAYO EDUCATION SERVICE, YOU MUST AFFIRMATIVELY REGISTER THE NEW ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION AND DO NOT INFORM ZAYO EDUCATION, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED FROM A PHONE AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.**

Zayo Education is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact Zayo Education with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may not be the same as the phone number you are calling from and if your 9-1-1 call is disconnected, the 9-1-1 operator may need to call you back. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations for VoIP 911 service are as follows:

- If you lose power or there is a disruption to power at the location where the Zayo Education voice service is used, neither the Zayo Education voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or reconfigure the end user phone device prior to utilizing the service, including the 9-1-1 dialing feature. Zayo Education and your local phone service coordinator can assist if needed.
- If the Zayo Education provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. Zayo Education recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the Zayo Education provided 9-1-1 service with equipment other than Zayo Education -approved equipment
- If your Zayo Education connection is lost, suspended, terminated or disrupted, neither Zayo Education's voice service nor the 9-1-1 dial feature will function until the Zayo Education connection is restored.
- If your Zayo Education voice account is suspended or terminated, the Zayo Education voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing Zayo Education voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided that must be placed on or near all equipment that is used to make calls using the Zayo Education voice service so that you or others using the equipment are notified of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to Zayo Education for the location at which Zayo Education voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you dial 9-1-1. You are responsible for updating and advising Zayo Education of any and all changes to the address or location at which Zayo Education connected phone handsets and phone numbers will be used. Zayo Education uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. Zayo Education makes no representations,

warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. Zayo Education disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither Zayo Education, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to Zayo Education 9-1-1 service unless such claims or causes of action arise from Zayo Education 's gross negligence or willful misconduct. You agree to release, indemnify, defend and hold harmless Zayo Education, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, Zayo Education 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call Zayo Education at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**COMPANY:**

Zayo Education, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT:**

Newport Independent School  
District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PARTICIPANT OPT-IN (KENTUCKY DEPARTMENT OF EDUCATION)**

**No. 1**

In accordance with all terms and conditions of the Unified Master Services Agreement executed between Zayo Education, LLC (formerly known as ENA Services, LLC) and Affiliates, a Delaware limited liability company (“**Zayo Education**”) and Newport Independent School District (Client) on \_\_\_\_\_ (Date) (the “Agreement”), Client desires to purchase some or all of the Services described in this Schedule of Services (the “Schedule”). Client and Zayo Education acknowledge that Client will be purchasing Voice Services through the Kentucky Department of Education (KDE) Sales Agent Agreement (MA 758 2300000819) entered into directly between Kentucky Department of Education (KDE) and Client dated 2/9/2023.

<b>Service Ordered (Check All Applicable Below)</b>			
<input type="checkbox"/> Broadband	<input type="checkbox"/> Wi-Fi/LAN		
<input checked="" type="checkbox"/> Communication	<input type="checkbox"/> Security		
<input type="checkbox"/> Cloud	<input type="checkbox"/> Other		
<b>Description and Price of Services</b>			
Check one:			
<input type="checkbox"/> Described below	<input checked="" type="checkbox"/> Described in the attached document(s)		
Pricing for Voice Services in the attached cost proposal for purchase referencing the Sales Agent Agreement MA 758 2300000819 with the Kentucky Department of Education.			
<b>Term (construed in conjunction with any documents attached to this Schedule)</b>			
Initial Term	<input type="text" value="12"/>	months	
Renewal Term(s)	<input type="text" value="4"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input type="text" value="12"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)			<input type="text" value="60"/> Months
Schedule of Service Term Start Date (at install unless specified herein)	<input style="width:100%; height:20px;" type="text"/>		
<b>Billing Address and Billing Contact Information</b>			
Newport Independent School District Attn: Accounts Payable 95 West 9th Street Newport, KY 41071			

*[signatures on last page]*

**PARTICIPANT OPT-IN (KENTUCKY DEPARTMENT OF EDUCATION)**

Nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

**COMPANY:**

**CLIENT:**

Zayo Education, LLC

Newport Independent School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Communication Services Estimate

## Service Attachment 1

Date Prepared: Monday, April 21, 2025  
 Organization: Newport Independent School District, KY

Form Number: 1  
 Organization Type: Education - SP

**Installation Site**  
 Site Name: Newport Intermediate School  
 95 West 9th Street,  
 Site Address: Newport, KY 41071  
 Contact: Rusty Adams

**Ship To Site**  
 Site Name: Newport Intermediate School  
 95 West 9th Street,  
 Site Address: Newport, KY 41071  
 ATTN:

Term of Service Requested: One (1) Year

\* This is an estimate only and is subject to change. A firm quote will be provided once a more detailed analysis of requirements is documented and mutually confirmed \*

Description	One-time	Monthly	Quantity	Total	
				One-time	Monthly
<b>SIP Trunking Services</b> - Includes 2,500 minutes of local and domestic LD <sup>3</sup> usage per channel or port per month					
IP Interface - direct SIP trunking, price per channel		\$12.00	20		\$240.00
Additional Telephone Numbers <sup>2</sup>		\$0.25	269		\$67.25
<b>Fax Services</b> - Includes unlimited local and domestic LD <sup>3</sup> and either a new Zayo-assigned fax number or LNP of your existing fax number					
Fax <sup>3,5</sup> (includes one optional Fax-to-Email account and installation of a Zayo-provided ATA - One email address per fax number)		\$25.00	4		\$100.00

### Add-on Services

#### Configuration and Engineering Consulting

Description	One-time	Monthly	Quantity	One-time	Monthly
Integration with Customer firewall (ICB based on Customer's network)		ICB			\$0.00
LAN/WAN/PBX integration with Customer premises systems (hourly rate)	\$225.00			\$0.00	
Extend Service Demarcation Point (hourly rate)	\$225.00			\$0.00	
911 Configuration and changes	Included			\$0.00	

<b>Subtotal Estimated Services</b>	<b>\$0.00</b>	<b>\$407.25</b>
<b>Subtotal Estimated Equipment</b>	<b>\$0.00</b>	
<b>Estimated 911/E-911 Local Government Fees</b> - based on location <sup>1</sup>	location rate: \$1.00	<b>\$20.00</b>
<b>Estimated USF and Government Fees</b> - based on monthly voice service <sup>1</sup>	14.77%	<b>\$60.16</b>
<b>Total Ground-service Shipping Charges</b> <sup>8</sup>	<b>\$0.00</b>	
<b>Total Estimated</b>	<b>\$0.00</b>	<b>\$487.41</b>

<sup>1</sup> All fees, surcharges, taxes, 411 (Directory Assisted) Calls, International and non-Continental US LD calls are billed in addition to the flat monthly rate. Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered. See Master Service Agreement for the per-call and per-minute charges that are not included.

<sup>2</sup> Availability of additional telephone numbers vary per LATA. Please see your Zayo Account Manager for more details. Additional numbers are available with SIP Trunking service.

<sup>3</sup> By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.

<sup>4</sup> May not be available in all markets

<sup>5</sup> Customer must provide the end device; e.g., fax machine, paging adapter, analog handset, headset, etc. Zayo does not provide, sell, install, nor service these devices unless the paging adapter is a Zayo Algo SIP device

<sup>6</sup> The Basic Site Assessment will include a cursory review of each site's network infrastructure including the network switching environment, Ethernet switch configurations, and requirements to enable 802.1Q, P802.1p and 802.1af (VLAN, QoS and PoE) capabilities. Zayo Field Services may also perform basic tests on the fiber and copper uplinks between the MDF and each of the IDF's and may place a test VoIP call from each LAN segment. Unified Communications service requires the customer's LAN environment to meet certain specifications. All service delivery prices are based on expected site readiness to receive the services. In the event that Basic Site Assessments determine a need for site make-ready work, service may not be available until such work is completed by customer.

<sup>7</sup> Enhanced Pinpoint 911 requires that each extension across the entire site participate and have its own telephone number. Customer must provide and actively maintain the Enhanced Pinpoint 911 database information.

<sup>8</sup> Zayo end-user devices are shipped directly to the customer-requested location. A line item for shipping charges is included in the pricing proposal.

<sup>9</sup> Zayo end-user device models and prices are subject to change. Zayo may replace certain end-user device models over the course of the contract, as needed, based on availability and technology changes. Zayo will work with each customer to discuss available end-user device models and revised pricing at time of any equipment order.

<sup>10</sup> On-site, Desktop Handset Installation includes unboxing, assembling, and either placing the device on the desk or mounting on the wall as ordered. The device will be connected to an active network jack, assigned an extension number, and tested to ensure the device is functioning and able to make and receive calls. Empty boxes will be collected and removed from the site. On-site, Desktop Handset Installation does not include cabling or network troubleshooting. Customer is responsible for ensuring an active, Ethernet cable run is located within 1.5 meters (5 ft) of the installation location and the RJ45 network jack is easily accessible and not blocked by items weighing more than 25 lbs. On-site, Wall-mounted Handset Installation involves an additional charge and may require the purchase of a wall-mount bracket, depending on the telephone handset model.

<sup>11</sup> On-site, SIP Notification Device Installation includes unboxing, assembling, and either rack-, ceiling-, or wall-mounting the device. The device will be connected to an active network jack, assigned an extension number (if appropriate), and tested to ensure the device is functioning properly. Empty boxes will be collected and removed from the site. On-site SIP Notification Device Installation does not include cabling or a mounting box (unless specifically itemized in the proposal above) or network troubleshooting. Customer is responsible to ensure an active, Ethernet cable run is located within 1.5 meters (5 ft) of the installation location and the network jack is easily accessible and not blocked by items weighing more than 25 lbs.

\* The pricing above is the gross monthly price for service. Any changes will be approved by the customer's designated personnel before implementation.

\* There are no traditional "line" restrictions imposed other than the physical limits of your hardware. All voice calls will have access to your entire Internet bandwidth, not just a segregated voice-only channel.