



**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: Andrew Kutler	
Telephone: 2105829784	
Email: andrew.kutler@charter.com	

Customer Information		
Customer Name GREGORY-PORTLAND ISD (HQ)	Order # 13583796	
Address 1200 Broadway Blvd PORTLAND TX 78374		
Telephone (361) 777-1091	Email: mcavazos@g-pisd.org	
Contact Name Michelle Cavazos	Telephone (361) 777-1091	Email: mcavazos@g-pisd.org
Billing Address 1200 Broadway Blvd PORTLAND TX 78374		

NEW AND REVISED SERVICES AT 200 Fulton Pl Unit East Cliff Elem, Portland TX 78374				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Fiber Internet 10Gbps	36 Months	1	\$3,000.00	\$3,000.00
Static IP 61	36 Months	1	\$ 0.00	\$ 0.00
<b>TOTAL*</b>				<b>\$3,000.00</b>



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.**

**Order Term Extension.** Customer shall have the option to renew this Service Order for up to two (2) additional consecutive twelve (12) month terms (each, a "Renewal Term" and collectively with the Initial Order Term, the "Order Term"), at the same MRC set forth in this Service Order, by providing notice of such renewal to Spectrum at least thirty (30) days prior to expiration of the then-current Order Term (i.e. either the Initial Order Term or a Renewal Term, as applicable). If Customer does not exercise its option to renew the Service Order for an available Renewal Term in accordance with the foregoing, then upon reaching the end of the then-current Order Term the Service Order shall automatically renew for successive one-month terms (each, a "Monthly Renewal Term"). Thereafter, either Spectrum or Customer may terminate the Service Order by providing notice of termination to the other Party at least thirty (30) days in advance of, and to be effective as of, the expiration of a Monthly Renewal Term.

#### **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.

**Upgrade Path.** 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, if the funds Customer requests for services under a service order for a fiscal year are not appropriated (a 'Non-Appropriation'), Customer shall have the right to terminate, without penalty, such services at a service location listed on such service order, provided that Customer shall (a) provide Spectrum with at least thirty (30) days written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay Spectrum all amounts due and owing at the time of such Non-Appropriation for all services provided by Spectrum pursuant to the service agreement or applicable terms; (c) pay to Spectrum, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by Spectrum to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly cease all use of any software provided by Spectrum hereunder for such service, and shall return such software to Spectrum; and (e) return to Spectrum or permit Spectrum to remove, in Spectrum's sole discretion, the 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 equipment not returned in accordance with this paragraph. Except as specifically modified herein, all other terms and conditions of the agreement and/or applicable terms shall remain unamended and in full force and effect.

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

<b>CUSTOMER</b>	<b>Charter Communications Operating, LLC</b> <b>By: Charter Communications, Inc., its Manager</b>
Signature: <u><i>mccavazos</i></u>	DocuSigned by: Signature: <u><i>David Brown</i></u> <small>F5E211490B4D477...</small>
Printed Name: <u>Michelle Cavazos</u>	Printed Name: <u>David Brown</u>
Title: <u>Superintendent</u>	Title: <u>Director</u>
Date: <u>3/27/2023</u>	Date: <u>4/5/2023</u>

Exhibit A

Service Location	Service	Bandwidth / Product Description	Order Term (Months)	QTY	MRC	QTC
200 Fulton St, Portland, TX 78374	FIA	20,000	36	1	\$5,499.00	\$0.00