

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.

E-rate Funding Provisions

9.6.1. General.

9.6.1.1 **Applicability.** The 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 Terms and Conditions of a specific promotion Service Attachment will take precedence over Terms and Conditions in the E-rate Funding Related Terms and Conditions Service Attachment.

9.6.1.2 **Delayed Implementation.** 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 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.

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 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 1st 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 1st 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 in the provisions of the Agreement applicable to these 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 1st 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.

9.6.2 Representations.

9.6.2.1 Customer and Verizon each represent and warrant that it has complied and will comply with all laws, rules and regulations applicable to the E-rate Program.

9.6.2.2 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 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 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 If for any reason Customer fails to qualify for or 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. 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 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.