



Service Agreement

Date: 6/16/2017

Customer Information

Customer Status: New Customer

Customer Name: Union BOE

Billing Address: 2369 Morris Ave. Union NJ 07083
Street Address Suite City State Zip Code

Billing Contact: Sandi Paul *Phone* 980-851-4422 *Email* spaul@twpunionschools.org

Order Contact: Sandi Paul *Phone* 980-851-4422 *Email* spaul@twpunionschools.org

Lightpath Contact: Dan Zino *Phone* (201) 644-9628 *Email* dzino@golightpath.com

Lightpath Services

The above Customer agrees to the ordering of the following Services:

Order Type: ADD Service Location Type: New Build 'A' Location: 2350 N 3rd St, Union, NJ 07083-5049 Demarc: 1st IT Office		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>		
	Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
1 Internet 5Gb	\$5,100.00	1	\$5,100.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 1231 Burnet Ave, Union, NJ 07083-4911 Demarc: 2nd computer rm		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>		
	Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
2 E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 301 Washington Ave, Union, NJ 07083-7823 Demarc: 2nd Computer Lab		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>		
	Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
3 E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 960 Midland Blvd, Union, NJ 07083-7450 Demarc: 1st Main Entrance		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>		
	Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
4 E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 1120 Commerce Ave, Union, NJ 07083-5000 Demarc: 1st Library (PTA room)		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>		
	Individual Monthly Recurring Charge	Quantity	Total Monthly Recurring Charge	Non Recurring Charge
5 E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 1550 Lindy Ter, Union, NJ 07083-4752 Demarc: 2nd Library		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
6	E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 875 Stuyvesant Ave, Union, NJ 07083-6917 Demarc: Ground Floor Computer Lab		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
7	E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 2600 Killian Pl, Union, NJ 07083 Demarc: 1st near auditorium		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
8	E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 155 Hilton Ave, Vauxhall, NJ 07088-1300 Demarc: 1st custodian room		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
9	E-LAN 1000Mb	\$1,450.00	1	\$1,450.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 490 David Ter, Union, NJ 07083-7346 Demarc: 2nd Library		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
10	E-LAN 10Gb	\$1,675.00	1	\$1,675.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 1000 Caldwell Ave, Union, NJ 07083-5917 Demarc: 2nd Library		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
11	E-LAN 10Gb	\$1,675.00	1	\$1,675.00	\$0.00

Order Type: ADD Service Location Type: LIT 'A' Location: 165 Halsey St, Newark, NJ 07102 Demarc:		Account #: Service Location Type: LIT 'Z' Location: 6 Eastmans Rd, Parsippany, NJ 07054 Demarc: Type II: <input type="checkbox"/>			
		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
12	E-LAN 10Gb	\$1,675.00	1	\$1,675.00	\$0.00

Order Type: ADD Service Location Type: New Build 'A' Location: 2350 N 3rd St, Union, NJ 07083-5049 Demarc: 1st IT Office		Account #: Service Location Type: 'Z' Location: Demarc: Type II: <input type="checkbox"/>		
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		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
13	E-LAN 10Gb	\$1,675.00	1	\$1,675.00	\$0.00

Order Type: ADD Service Location Type: LIT 'A' Location: 165 Halsey St, Newark, NJ 07102 Demarc:	Account #: Service Location Type: 'Z' Location: Demarc: Type II: <input type="checkbox"/>
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		<i>Individual Monthly Recurring Charge</i>	<i>Quantity</i>	<i>Total Monthly Recurring Charge</i>	<i>Non Recurring Charge</i>
14	Internet 5Gb	\$5,100.00	1	\$5,100.00	\$0.00

Service Term:	3 years	<i>For Internal Use Only</i>
Total Monthly Recurring Charge:	\$28,500.00	
Total Installation Charge:	\$0.00	

Remarks

Deferred Do Not Work - Pending Board Approval Service provided under this Agreement is subject to Customer's receipt of approval for Union BOE Board Meeting Scheduled July 18th, 2017. Lightpath shall be under no obligation to install, and shall not install Service at the Customer's site unless Customer gives Lightpath written notice of such approval and such notification must be received no later July 26, 2017. In the event Board Approval is not granted, Customer shall have the option to cancel Service without liability. If Customer fails to notify Lightpath of such approval by July 26th, Lightpath shall have the right to cancel Service without liability. All other terms of this Agreement shall be in full force and effect. For clarification purposes, no physical work shall commence by Lightpath in the provisioning of Service until notification has been received. [06.15.17 ggk]

Terms and Conditions

The parties acknowledge and agree to be bound by the Terms and Conditions and any applicable Addenda attached hereto and/or as set forth at www.GoLightpath.com. Cablevision Lightpath, Inc. ("Lightpath"), with offices at 200 Jericho Quadrangle, Jericho, NY 11753, executes this Agreement on its behalf and on behalf of its subsidiaries, Cablevision Lightpath CT LLC, for Services purchased in CT and Cablevision Lightpath NJ LLC, for Services purchased in NJ. Customers purchasing Hosted Voice Service will be bound by the Hosted Terms and Conditions attached hereto. Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges including Universal Service Fund for point-to-point Services.

Optimum Business Services are provided by CSC Holdings, LLC and its affiliates and are subject to the General Terms of Service and the specific product Terms of Service set forth at www.optimum.net/terms. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. Customer will not show or display video premium programming (e.g., pay-per-view, HBO, Showtime, etc.) in any of its general public areas such as coffee shops, lobbies, bars, meeting rooms or lounges.

Agreed by:

Customer Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____ Email: _____ Phone: _____	Cablevision Lightpath, Inc. Authorized Signature: _____ Print Name: _____ Title: _____ Date: _____
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Service Agreement Terms and Conditions

Lightpath Service: All services ("Service(s)") ordered by Customer from Lightpath shall be subject to Lightpath's acceptance of this Service Agreement and any applicable Addenda ("Agreement") listing the Service and fees associated with the requested Service. Product information may be viewed at www.GoLightpath.com. Service is subject to availability, credit approval, and the following terms and conditions, including those documents identified below and incorporated by reference.

1. **Term:** The initial service term ("Initial Service Term") shall be the period of time listed in this Agreement. Upon expiration of the Initial Service Term, the term of this Agreement shall continue on a month-to-month basis unless thirty (30) days prior written notice of termination is sent by one party to the other party. Lightpath may modify rates on thirty (30) days notice during the month-to-month term.
2. **Commencement of Billing / Start of Service Date:** Billing and the Initial Service Term begin on the day Service becomes available for use ("Start of Service Date"). Service is considered to be available for use when connectivity is established to the Lightpath demarcation point and tested in accordance with the applicable technical specification for the Service.
3. **Termination of Service/Circuit:** Termination of individual circuits or Services and all associated billing provided for under this Agreement shall be effective thirty (30) days after written notification of termination is received by Lightpath. In the event of early termination (i.e. termination of a circuit/Service prior to the expiration of a fixed term for such Service), Customer shall be liable for early termination fees in accordance with the terms of this Agreement.
4. **Payment Terms:** Customer will be responsible for the rates listed in this Agreement and all applicable local, state and federal taxes, charges, assessments and other applicable charges including Universal Service Fund* (USF). Payment for Services is due within thirty (30) days of the invoice date. Customer shall be subject to a finance charge of 1.5% per month on balances over sixty (60) days past due. Invoices may be viewed and managed by accessing Lightpath's web portal "Customer Care Online" at www.GoLightpath.com.

*Subject to the FCC mixed use, 10% Rule (47 CFR 36.154, 4 FCC Rcd 1352). Absent a USF certification exempt form signed by Customer indicating that Intrastate Pt to Pt Transport Services carry 10% or less interstate traffic, Lightpath shall assess USF charges in accordance with FCC rules. USF Certification Form, provided hereto, can also be obtained by contacting Lightpath Support or 1-866-611-3434. Customer will be responsible for informing Lightpath of any changes to the traffic usage on all Intrastate Pt to Pt Transport Services and will inform Lightpath of any such changes by promptly submitting an updated Certification form.

5. **New Build:** A "New Build" is a site to which Service originates or terminates and to which Lightpath must build or construct new facilities or equipment in order to provide Service. New Build installation shall be subject to, including but not limited to, completion of site survey, municipal permits and right-of-way pole licensing, landlord consent, facility/property access, and conditions outside of Lightpath's control.
6. **Early Termination / Cancellation – New Build:** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for all reasonable direct costs incurred by Lightpath prior to Customer cancellation of such Service. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; (b) 75% if Customer terminates during the second year; and (c) 50% if Customer terminates after the second year.
7. **Early Termination / Cancellation – Non-New Build ("LIT"):** If Customer cancels any Service prior to the Start of Service Date, Customer shall reimburse Lightpath for installation fees, whether waived or not. If Customer terminates any Service after the Start of Service Date, Customer shall pay an early termination fee equal to a percentage of the total monthly recurring charges times the number of months remaining in the Initial Service Term as follows: (a) 100% if Customer terminates during the first year; and (b) 50% if Customer terminates after the first year.
8. **Customer Not Ready / Service Delivery Delay:** In the event Customer is not ready ("CNR") for Lightpath to deliver Service and/or complete installation to the Lightpath demarcation point on the projected installation date, Customer must reschedule and accept delivery of Service within ten (10) business days from the projected installation date. If Customer does not allow Lightpath to complete installation within ten (10) business days from such projected installation date, Lightpath will invoice Customer a CNR fee equivalent to the monthly recurring charges for the Service under this Agreement.
9. **Type II Service:** Service provided by a third party ("Type II") is priced on an individual case basis. Type II Service will terminate at the minimum point of entry ("MPOE") demarcation at a serving facility/location. Any required extension of the MPOE demarcation is subject to time and material charges determined on an individual case basis by Lightpath. Customer will be responsible for any additional fees imposed by the Type II Service provider for delivery of Type II Service including, but not limited to, cross connect fees and building access fees.
10. **Optimum Business Services:** Optimum Business Services including Boost/Ultra, Optimum Online, Voice & Video/TV ("Optimum Business Services") are provided to Customer on behalf of CSC Holdings, LLC and subject to the terms set forth at www.optimum.net/terms. Optimum Business Services are available only in the franchise areas of CSC Holdings, LLC and its affiliates. In the event of a conflict between the terms of this Agreement and the Optimum Business Services terms, the Optimum Business Services terms shall control except in the event of early termination, the early termination fees as set forth above shall control.
11. **Audio and Web Conference Service:** Audio and Web Conference Service purchased pursuant to this Agreement is subject to Lightpath Audio and Web Conference Service Attachment Additional Terms and Conditions attached hereto, as applicable.
12. **Managed WiFi Service:** Managed WiFi Service purchased pursuant to this Agreement is subject to Lightpath Managed WiFi Service Attachment Additional Terms and Conditions attached hereto, as applicable.
13. **Internet Burstable Feature:** Billing for Internet Service Burstable Feature option purchased pursuant to this Agreement is assessed using the 95/5% calculation rule.
14. **Service Level Agreement:** The Service Level Agreement ("SLA") at www.GoLightpath.com/terms sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee set forth in the SLA. For customers purchasing Low Latency OTS product or Private Fiber Service, please see Exhibit A for the applicable SLA.
15. **Acceptable Use Policy:** Use of Internet Service must comply with the most current version of Lightpath's Acceptable Use Policy at

www.GoLightpath.com/terms. Lightpath reserves the right to suspend Service or terminate this Agreement for a violation of the Acceptable Use Policy.

16. **Privacy Practices:** Lightpath's Privacy Policy at www.GoLightpath.com/terms along with Security Procedures sets forth Lightpath's commitment to respecting and protecting the privacy of its customers.
17. **Additional Terms and Conditions:** Services purchased pursuant to this Agreement, including but not limited to Internet Service, IP Trunking, Remote E-Link, and any other service not currently offered by Lightpath under the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath's Regulations and Schedule of Charges are subject to Additional Terms and Conditions for Non-Tariff Services at www.GoLightpath.com/terms.

All other Services purchased pursuant to this Agreement including but not limited to voice service(s) are subject to the state tariffs filed by Lightpath (or its affiliates) and/or Lightpath's Regulations and Schedule of Charges as set forth at www.GoLightpath.com/terms.

18. **Use of Service:** Lightpath's Voice Services are intended for the standard business customer and may not be resold, used for illegal purpose, for completion of excessive auto-dialed or short duration calls with predictive dialers, text broadcast, or for any use that could harm or interfere with the ability of Lightpath or others to use Lightpath's Network ("Prohibited Use"). Lightpath shall have the right to immediately suspend and/or terminate any or all Services provided hereunder without notice to Customer in the event of any Prohibited Use. Customer will be responsible for all charges incurred as a result of fraud, including toll fraud, abuse or unauthorized use of Service. Customers with unlimited usage plans may be subject to usage charges deemed excessive or atypical outside of standard business customer usage, as determined by Lightpath.
19. **Service Limitations:** Customer acknowledges and agrees that (a) criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented; (b) information technology developments, configuration or implementation changes, software modifications (including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures; and (c) information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools which result in ever-growing security risks and potential for causing damage to persons and property. Lightpath does not make any representation or warranty that Customer's or any third party's information technology, software, information, equipment, facilities, or personnel are, or will be, secure or safe from harm or secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding and that Customer has a responsibility to actively monitor the functions of its systems and to back up its data regularly. Lightpath does not provide or represent or warrant that Services or products Lightpath provides will ensure Customer's compliance with any particular law, including but not limited to any law relating to security or privacy. Customer is solely responsible for complying with the legal obligations of all data protection legislation, in particular with the legality of transmission of data to Lightpath and the legal requirements for processing of data.
20. **Confidentiality:** "Confidential Information" consists of all information disclosed, whether written or oral, by one party (the "Disclosing Party") to the other party (the "Receiving Party") in connection with this Agreement which is non-public and which is either marked or otherwise communicated as being "proprietary" or "confidential" or where such information is, by its nature, confidential. Confidential Information includes but is not limited to the Disclosing Party's customers or prospective customers, business plans, pricing, optimization recommendations and network designs. Information that is independently developed by the Receiving Party, is lawfully received by the Receiving Party free of any obligation to keep it confidential, or becomes generally available to the public other than by breach of this Agreement, shall not be Confidential Information. Confidential Information is the property of the Disclosing Party and shall be destroyed or returned to the Disclosing Party upon request provided that either party may retain Confidential Information to the extent required by applicable rule, regulation or law.

The Receiving Party shall: (a) use such Confidential Information only for the purposes of performing this Agreement and using Services; (b) reproduce such Confidential Information only to the extent necessary for such purposes; (c) restrict disclosure of such Confidential Information to employees, agents and subcontractors that have a need to know for such purposes; (d) advise those employees, agents and subcontractors of the obligations of confidentiality under this Agreement; (e) not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.
21. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. Such counterparts shall together constitute one and the same document. Signatures executed and transmitted by electronic signature, photocopy, email PDF or facsimile shall be considered authentic and legally binding to the same extent as an original.
22. **Entire Agreement:** The terms and conditions listed above and those documents identified above constitute the entire agreement between the parties concerning Service and supersede all other representations, understandings or agreements which are not fully expressed herein, whether oral or written. This Agreement is binding as of the date it has been fully executed by all parties. No amendment to this Agreement shall be valid unless in writing and signed by all parties.

CPNI Security Procedures Policy

Lightpath is committed to respecting and protecting your privacy. Lightpath utilizes specific procedures to protect customer proprietary network information (CPNI) and these procedures are summarized in this CPNI Security Procedures Policy ("Policy").

1. CPNI Defined & Described

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service or interconnected VoIP service subscribed to by any customer and that is made available to the carrier by the customer solely by virtue of the service provider-customer relationship; and information contained in the bills pertaining to telephone exchange service, telephone toll service, or interconnected VoIP service received by a customer of a telecommunications carrier or interconnected VoIP provider.

CPNI includes call detail records (CDRs), which contain information that pertains to the transmission of specific telephone calls, including, for outbound calls, the number called, and the time, location, or duration of any call and, for inbound calls, the number from which the call was placed, and the time, location, or duration of any call. CPNI does not include information that does not fall within the above definition.

CPNI does not include the Customer's name, telephone number or address.

2. Access To CPNI

2.1. Over-The-Phone

a. Customer Request for Call Detail Records (CDRs).

Lightpath will not provide CDRs over the telephone to callers who contact Lightpath. If a Customer can identify a call, Lightpath may assist the Customer with regard to that call only.

b. Customer Request for Non-CDR Information.

- i. If a caller requests that Lightpath discuss and disclose non-CDR CPNI over the phone, Lightpath will request certain account information. This information will be verified by Lightpath.
- ii. If the Customer cannot be verified, Lightpath will not discuss or provide non-CDR CPNI to the caller.

c. Customer Request for Online User Name, Password & Security Question.

- i. If a caller requests an online User Name, Password or Security Question, the caller will be directed to the Lightpath website.
- ii. If a Customer has misplaced or forgotten the Password and Security Question, the caller will be referred to the website to reset the Password. If the caller requires assistance to reset the Password, Lightpath will request certain account information. This information will be verified by Lightpath.
- iii. If the Customer cannot be verified, Lightpath will not reset the User Name, Password or Security Question.

2.2. Mail

- a. A Customer may obtain specific CPNI by sending a written request to LightpathSupport@GoLightpath.com with account information to verify the Customer.
- b. If the Customer cannot be verified, Lightpath will contact the Customer listed on the account. If the Customer listed on the account confirms the request, Lightpath will require a second written request from the Customer listed on the account.

2.3. Online

- a. To gain access online to CPNI, a Customer must provide a Username and Password.
- b. To establish a Username and Password, a Customer must complete and submit an online form with certain account information. This information will be verified by Lightpath.
- c. If the information provided on the form is inaccurate and cannot be validated, Lightpath will contact the Customer listed on the account.

d. If a Customer forgets the Username or Password, the Customer must provide certain information associated with the account. This information will be verified by Lightpath.

2.4. On Site

CPNI is not available from retail locations.

3. Account Changes

Lightpath will not send a Customer any specific notification of account changes such as when a Password, a response to a Security Question, online account or address of record is created or changed.

4. Confidential Nature Of These Procedures

To ensure that Lightpath is able to protect your CPNI in the manner contemplated by this Policy, we require that Customer strictly maintain the confidential nature of this Policy. Customer shall not disclose, and shall not permit, allow or facilitate any disclosure of, this Policy or any of its contents to any third parties. Customer agrees to preserve the proprietary nature of the Policy and will promptly notify Lightpath if any of its contents have been disclosed or revealed to any third party.