

**PERRIS UNION HIGH SCHOOL DISTRICT
LIT FIBER LICENSE****LICENSE No. 2018-02:**

This License is entered into by and between Sunesys, LLC (the “**Company**”) and Perris Union High School District (the “**Licensee**”) pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated March 12, 2018 (the “**Agreement**”), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

1. **Facilities.** Company hereby grants Licensee a license to use the following Facilities (check applicable boxes):

☒ Lit Fiber*

☐ Dark Fiber - SunDF™

*

☐ SunE™

☒ SunEP™

☐ SunWAVE™

☐ SunIP™ (see separate Internet Access License)

2. **Description of Dark/Lit Fiber Facilities.** Ten (10) Gbps SunEP Ethernet connection in a Point to Point configuration between the A-LOC and Z-LOC described below:

A-LOC	Z-LOC
Site Name: Perris UHSD District Office	Site Name: Riverside County Office of Education (RCOE)
Street Address: 155 E 4th St	Street Address: 3939 13 th St
Suite/Floor:	Suite/Floor:
City/St/Zip: Perris, CA 92570	City/St/Zip: Riverside, CA 92501
Hand-Off Type: 10GBaseLR	Hand-Off Type: 10GBaseLR
Notes: Demarc. is at existing Sunesys network hardware.	Notes: Demarc. is at existing Sunesys network hardware.
<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable	<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable

(a) Strand Count/Bandwidth Commitment:

- ☐ Dark Fiber: The Dark Fiber circuit consists of _____ strands of optical fiber.
☒ Lit Fiber: The committed bandwidth is ten (10) Gbps.

(b) Protected/Unprotected [check applicable boxes; if no boxes are checked, Facility is unprotected]:

- ☐ Dark Fiber: ☐ Unprotected
☐ Protected ring
☒ Lit Fiber: ☒ Unprotected
☐ Protected

3. Demarcation Point. The “Demarcation Points” shall be as follows:

(a) A-LOC: ☐ Fiber Distribution Panel ☒ Other Sunesys network hardware

(b) Z-LOC: ☐ Fiber Distribution Panel ☒ Other Sunesys network hardware

The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

4. Intrastate Jurisdiction Confirmation (for Lit Fiber Facilities with A/Z in the same state).

Expected interstate use of the fiber will be ten percent (10%) or less of the total traffic carried across the fiber (check one box as applicable)?

- ☒ YES
☐ NO (if No, Company will collect applicable USF charges)
☐ N/A (non-transport/interstate/international circuits)

5. Charges.

(a) Non-recurring Charge (NRC). N/A

(b) Monthly Recurring Charge (MRC). Two thousand five hundred dollars
(\$2,500.00)

(c) **Payment Timing.** Licensee shall begin paying the MRC as of the Commencement Date, and Company will invoice Licensee accordingly.

(d) **Commencement Date.** The Commencement Date for purposes of this License shall be July 1, 2018.

(e) **Pass-Throughs.** If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases and the same shall be added to Licensee's invoices as of the date such increases are effective.

6. **License Term.**

(a) **Initial License Term.** Thirty-six (36) months from the Commencement Date.

(b) **Renewal License Term.** Upon the expiration of the Initial License Term, this License may be renewed for up to two (2) additional periods of twelve (12) months (each a "Renewal License Term") upon written notice provided by Licensee to Company at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility.

7. **Additional Terms.**

7.1 **Board Approval Contingency.** This License shall be contingent on Licensee receiving the approval of its Board of Trustees to enter into the License (the "Board Approval"). If the Board Approval is not granted, Licensee shall notify Sunesys in writing no later than April 30, 2018 that the necessary Board Approval was not received and this License 2018-02 shall be terminated, without penalty.

7.2 In the event that (i) the Federal Communication Commission's Schools and Libraries Program administered by the Universal Service Administrative Corporation (the "E-Rate Program") is terminated during the License Term, and an alternative funding mechanism for the E-Rate Program is not created and (ii) Licensee is unable, following good faith efforts to do so, to obtain an appropriation of funding to meet the obligations contained in this License, then Licensee and Company shall renegotiate the terms of this License in good faith. If Licensee and Company are unable to reach agreement on renegotiated terms within sixty (60) days after the date of Licensee's notice to Company of its loss of funding, then Licensee may terminate this License without penalty by giving Company written notice of termination.

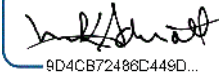
7.3 If Licensee terminates this License pursuant to Section 7.2, Licensee may not contract for similar services from another vendor during the fiscal period for which it claims the non-appropriation of funds necessary to meet its obligations hereunder and Licensee shall be responsible to (i) pay Company all Charges due through the date of termination of the License and (ii) reimburse Company its out of pocket costs associated with deploying the Facilities

for Licensee to the extent that such costs have not been offset by amounts then paid to Company prior to the date of termination.

8. **Miscellaneous.** This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.
9. **Authorized Signatures.** Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the "**License Effective Date**").

SUNESYS, LLC

DocuSigned by:



Authorized Signature

Mark Schrott

Printed Name

VP Fiber Solutions - Integration

Printed Title

3/15/2018 | 11:25:20 AM EDT

License Effective Date

PERRIS UNION HIGH SCHOOL
DISTRICT

Authorized Signature

Printed Name

Printed Title

Date

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.
Fibernet Direct Florida LLC.
Fibernet Direct Texas LLC.
Access Fiber Group, Inc.
Wilshire Connection, LLC
Lighttower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
-Florida , Georgia
-Louisiana, Oklahoma, Texas
-Alabama, Missouri, Tennessee
-California
-Connecticut, Delaware, District of Columbia, Illinois, Maine,
Maryland, Massachusetts, New Hampshire, New Jersey, New
York, North Carolina, Pennsylvania, Rhode Island, Vermont,
Virginia