

**CONTRACT SERVICE ARRANGEMENT
AGREEMENT**

Case Number FL06-0855-02

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and The School Board of Clay County, Florida ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
3. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
4. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company. In the event cancellation is due to the denial of E-rate funding, Customer and BellSouth shall determine the charges and costs that were incurred by BellSouth prior to such denial.
5. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement for convenience or enters into a comparable agreement with a competitor, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service

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provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

6. This Agreement shall be construed in accordance with the laws of the State of Florida.
7. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
19KK2 SBT 301 W. Bay Street
Jacksonville, FL 32202

Subscriber

The School Board of Clay County, Florida
Attn: Chief Information Officer
900 Walnut St.
Green Cove Springs, FL 32043

8. Neither party may assign its rights or obligations under this agreement without the express written consent of the other party and only pursuant to the conditions contained in the appropriate tariff; provided Company may assign this Agreement to an affiliate without prior written consent.
9. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
10. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
11. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
12. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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Offer Expiration: This offer shall expire on: 6/16/2006.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service.

This Agreement is for thirty-six (36) months, expiring on June 30, 2009. Customer may extend the term for up to two (2), one-year extensions, to terminate on either June 30, 2010 or June 30, 2011.

This Agreement shall be extended on a month to month basis at tariff rates unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials _____

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:
The School Board of Clay County, Florida

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

Company:
BellSouth Telecommunications, Inc.
By: BellSouth Business Systems, Inc.

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface	\$.00	\$75.00	PR7CN

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RATES AND CHARGES

NOTES:

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. The following nonrecurring charges will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability charges:

<u>USOC</u>	<u>Nonrecurring Charge</u>
ILD1E	\$875.00
PR71D	\$110.00
PR7BF	\$ 5.00

3. Apply five End User Common Line Charges for each Primary Rate Interface.

This CSA is in Response to Bid #07-MI-75

Non-Appropriation of Funds

In the event that all or any part of the Service is disconnected at Customer's request prior to expiration of any selected minimum service term of greater than one month's duration, Customer will be required to pay an early termination charge as stated in the terms and conditions. The provisions concerning liability for early termination charges only shall not be applicable to Customer when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a Constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When Service is being provided and funding to the governmental entity for such Service becomes unavailable, Customer may cancel the Service without additional payment obligation. Provided, however, that if Customer cancels the Service for any reason other than the unavailability of funds, the early termination liability provisions in the terms and conditions shall apply.

All trademarks and service marks contained herein are the property of BellSouth Intellectual Property Corporation.

END OF ARRANGEMENT AGREEMENT OPTION 1

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