Rider for ENA Universal Service Fund Customers (E-Rate)

This Rider, entered into by ENA Services, LLC and Affiliates, a Delaware limited liability company ("**ENA**") and **<<NEW CUSTOMER NAME>>** ("CLIENT") (together, the "Parties") and effective as of the date last signed below ("Effective Date"), shall be integrated into any and all current Agreement(s) between the Parties inclusive of pre-existing attachments, schedules and exhibits to the Agreement(s). The term of this Attachment is defined by the Agreement. Insofar as any provision of this Attachment is declared illegal or void, the Parties agree that they will remain bound by all other provisions of this Rider. If there are any inconsistencies between this Rider and the Agreement(s), the terms and conditions of this Rider shall control.

For the purposes of this Rider: "Initial Term" is defined, in accordance with Section 6.1 of the Agreement, or the appropriate term reference in the integrated Agreement(s) should 6.1 not refer to the Initial Term.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

CLIENT may seek funding through the Federal Universal Service Fund program known as "E- Rate" for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD" and/or "E-Rate Program"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate Program. The Parties further agree that the eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the CLIENT, USAC/SLD and/or the FCC. ENA makes no representations or warranties regarding such eligibility.

1. Client Elections. CLIENT acknowledges its obligation, upon E-Rate approval, to timely designate the method by which it will receive E-Rate discounts for each such Service.

    a. Billed Entity Application Reimbursement ("BEAR") - Form 472. If CLIENT utilizes the BEAR (Form 472) method, it is solely CLIENT's responsibility to ensure the accuracy of the BEAR (Form 472) and the amounts sought to be recovered through the E-Rate program.

    b. Service Provider Invoice form - ("SPI") - Form 474. After ENA has received notification of approved funding, an approved Form 486, and CLIENT has confirmed the appropriate Services to be discounted per Funding Request Number, ENA will then provide E-Rate program discounts and will file a Form 474 SPI. CLIENT agrees to promptly submit any ENA or USAC/SLD Forms needed to support requests for reimbursement of Services rendered.

2. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from ENA of E-Rate funds as a result of CLIENT's failure to comply with the E-Rate rules or regulations, including CLIENT delays in submitting required forms or contracts; or, if USAC/SLD determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of ENA's failure to comply with the E-Rate requirements), then CLIENT shall reimburse ENA for any such funds ENA must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, CLIENT agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the integrated Agreement(s), including those obligations related to payments, fees and early

termination fees.

3. Requested Information. If requested, CLIENT will promptly provide ENA with final copies of the following E-Rate-related materials (including all attachments) prepared by or for CLIENT: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the CLIENT issues purchase orders, CLIENT shall clearly delineate between eligible and ineligible Services on those orders.

4. Representations, Warranties and Breaches of the Agreement. Each Party represents, warrants and agrees that it is, as specified in the integrated Agreement(s), contractually obligated to comply with all laws and the requirements applicable to the E-Rate Program. In addition to any contractual obligations set forth in the Agreement and to the extent permitted by law, each Party agrees that it is required by the incorporated Agreement(s) to pay to the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) as consideration for the Service(s) any payments made to third parties (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the breaching Party's violation of the requirements of the E-Rate Program or other breaches of the Agreement and the representations, warranties contained in it.

5. As a condition to the provision of the Service(s), CLIENT must choose ONE of the TWO billing options below by placing a X in the space to the left of the option choice.

   CLIENT should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL. If CLIENT would like to choose another billing option or service option please email finance@ena.com or speak with your account manager.

   ___ Option 1: Proceed now

   CLIENT DIRECTS ENA TO COMMENCE OR CONTINUE SERVICES EVEN IF A FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CLIENT ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE FULL PRICE OF SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

   In selecting option 1:
   - CLIENT desires that Services commence on or about ________________(insert date).
   - CLIENT intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date, and that it is possible that USAC/SLD may not approve funding or may delay its decision.
   - CLIENT acknowledges that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.
   - CLIENT agrees to seek reimbursement from USAC/SLD for service period prior to FCDL approval using the BEAR process.

___ **Option 2: Proceed after FCDL approval**

CLIENT DIRECTS ENA TO COMMENCE FIRST YEAR OF SERVICE ONLY AFTER RECEIVING NOTICE OF FUNDING COMMITMENT DECISION LETTER ("FCDL") APPROVAL FROM USAC/SLD.

CLIENT DIRECTS ENA TO CONTINUE SERVICE IN SUBSEQUENT CONTRACT YEARS EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CLIENT ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

In selecting option 2:

- CLIENT acknowledges that Services may not be in place at the start of a school or funding year, and that there may be a gap in Service in the first year if there is a delay in USAC/SLD FCDL approval.
- CLIENT understands that Service delivery often takes 90 or more days from CLIENT direction to proceed.
- CLIENT may terminate the Agreement without penalty only in the first year if USAC/SLD FCDL approval is not received. This does not apply to subsequent contract years.
- CLIENT acknowledges that in subsequent contract years that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.

6. Service Substitutions and Suspension of Payments. ENA will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as ENA services are being reimbursed with E-Rate funds and ENA becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by Client and, accordingly, suspension of services, ENA may continue Services upon execution of an agreement mutually satisfactory to both parties.

7. Non-Appropriations. By executing the Agreement and ordering Services, CLIENT warrants that CLIENT has funds appropriated and available to pay all amounts due hereunder through the end of CLIENT's current fiscal period. CLIENT further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term. In the event CLIENT is unable to obtain the necessary appropriations or funding for the Service(s), CLIENT may terminate the Service(s) upon the following conditions: (i) CLIENT has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite CLIENT's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) CLIENT has negotiated in good faith with ENA to develop revised terms, an alternative payment schedule or a new agreement to accommodate CLIENT's budget for such Service(s). No penalty shall accrue to CLIENT in the event this provision is exercised, and CLIENT shall not be obligated or liable for any future payments due or any damages as a result of termination under this Attachment.

8. Early Termination. Early Termination is defined to mean termination by Client prior to the expiration of the Initial Term for any reason other than ENA's failure to comply with the requirements of the E-Rate Program or ENA's uncured breach of the Agreement. If Service(s)

are subject to Early Termination, Client agrees as the Date of Early Termination: (i) to pay all Fees and other amounts due for Service(s) incurred through Date of Early Termination, (ii) reimburse all otherwise unrecovered charges incurred by ENA for the Service(s), both recurring and non-recurring through the Date of Early Termination, and (iii) pay all direct and reasonable costs associated with the termination of the Service(s) through the Date of Early Termination. For purposes of this section of this Attachment, “direct costs” are costs that ENA incurs from persons not a Party, such as, without limitation, underlying carriers and/or vendors with whom the ENA subcontracts to provide the Service(s), as a result of Early Termination of Service(s) and/or a site. ENA shall not be reimbursed for any anticipatory profits which have not been earned up to the Date of Early Termination. CLIENT further agrees that it will not contract with any other provider for the same or substantially similar services or equipment through the end of the Initial Term.

SO AGREED by the Parties' respective authorized signatories:

ENA:	**CLIENT:**
ENA Services, LLC	**<<New Client Legal Name>>**
By: _______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date: _____________________________	Date: _____________________________