

(ATTACHMENT 5) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS



AGREEMENT FOR SERVICE

Quote ID:	168271
Opportunity Name:	The Milwaukee Board of School Directors
Term:	36 months
EarthLink Product:	BBLS



AGREEMENT FOR SERVICE: By signing this Agreement for Service ("**AFS**"), the Customer signing below ("**Customer**") hereby orders from EarthLink the products/services listed above (each a "**Service**" and collectively, the "**Services**") for the Service Term specified above. For purposes of this AFS, "**EarthLink**" means EarthLink, LLC and/or its affiliates that is/are certified to provide the Service(s) in the applicable state(s).

Service(s) ordered hereunder shall be subject to the terms set forth in this AFS, the Standard AFS Terms and Conditions and any applicable tariffs and rate sheets, each incorporated amendment, exhibit, schedule or other attachment and associated documents referred to and available at www.earthlinkbusiness.com ("**Company Website**") each such document is expressly incorporated herein by this reference (collectively, the "**Agreement**"). If a tariff for your state is not posted, you may check with your State's public service commission or relevant authority. The Standard AFS Terms and Conditions and applicable tariffs include, among other matters, limitations of warranties, exclusion of consequential, and other special damages and other limitations of liability, payment terms, an Early Termination Fee in the event of termination of any Services prior to the end of the specified Term and an agreement to binding arbitration in the event of a dispute. By your signature you warrant that you have read, understand and agree to the terms and conditions herein referenced and acknowledge that you are authorized to sign this AFS and order the Service(s). This AFS may only be amended, modified or supplemented by an instrument in writing executed by an authorized representative of each party and specifically stating that the parties intend to modify, amend or supplement this AFS. Provision of the Service(s) by EarthLink will be deemed an acceptance of this AFS in the absence of a signature.

Without limiting the foregoing, Customer acknowledges: All invoices are due and payable within thirty (30) days from the date of invoice; Customer shall be responsible for ensuring compliance with any and all applicable laws and regulations concerning its use of the Service(s); and Customer shall bear the risk of loss arising from any unauthorized or fraudulent use of the Service(s) unless such fraud resulted from the gross negligence or willful misconduct of EarthLink.

AGENCY. You hereby designate EarthLink as your agent to request your service record information from your current telecommunications provider.

CREDIT APPLICATION: Customer's execution of this AFS, constitutes authorization for EarthLink to obtain credit information from any credit bureau or other investigative agency pertaining to the credit and financial condition of Customer. Customer understands that, as a result of this credit review, it may be required to submit a cash deposit or guaranty in order to receive the Services.

CUSTOMER PROPRIETARY NETWORK INFORMATION NOTICE AND AUTHORIZATION:

EarthLink, its subsidiaries and/or affiliates and its successors-in-interest are committed to protecting the confidentiality of your telecommunications service information. This information is known as Customer Proprietary Network Information ("CPNI"). Under federal law, you have a right and we have a duty to protect the confidentiality of your CPNI.

CPNI is information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by you and that is made available to us solely by virtue of our carrier-customer relationship. It includes information contained in your bills pertaining to the telecommunications services we provide to you but does not include information derived from non-telecommunications services we provide to you.

In order to better serve your communications needs and to develop, identify, offer and provide you with advanced communications-related products and services, including some that may be different from the class of service we already provide to you, we may access and use your CPNI and share it with our affiliates, agents, partners, vendors, contractors and their subsidiaries. By signing this AFS, either manually or by e-signature, you consent to our access, use and sharing of CPNI as described above. This consent is valid until revoked by you.

To limit or revoke consent at any time, you must use one of the following methods: (1) completing the opt out form at www.earthlinkbusiness.com/optout; (2) contact Customer Service at (855) EL-Care-1 (or (3) notify us in writing at EarthLink, 2150 Holmgren Way, Green Bay, WI 54304. You must provide the following information: (i) your name; (ii) service billing address; (iii) ten-digit telephone number(s); and (iv) service account number. If we do not hear from you within 30 days of signing this AFS, we will assume you do not wish to opt-out. Your decision will not affect the provision of services you receive from EarthLink.



AGREEMENT FOR SERVICE

For and on behalf of: **The Milwaukee Board of School Directors**

Signed: [Signature] 6/15/16

Name (please print): Kristen D. DeCato [Signature] Darienne B. Driver, Ed.D.
Superintendent of Schools

Title: Director, Procurement & Risk Management

Address for Legal Notices: [Signature]
5225 West Vliet Street, Room 160, Milwaukee, WI 53208

Mark A. Sain
President, Milwaukee Board
of School Directors

Attention: Contract Law Specialist

Fax Number for Legal Notices: _____

Billing Address:
(if different from legal address specified above) _____
Billing Contact email address: _____
Billing Telephone No.: _____

Date: _____

For and on behalf of: **EarthLink**

Signed: [Signature]

Name (please print): Jocelyn Breau

Title: Sr. Manager, Account Management

Date: 6/14/16

Services are subject to the Acceptable Use Policy, to the extent applicable. Services are not available for resale or use by auto dialers, telemarketers, dial-up internet service providers, call centers and similar type of businesses. In the event that EarthLink determines that the above-noted Customer is such a company, EarthLink shall be entitled to either: (i) terminate any such Service, (ii) charge the Customer measured service rates, or (iii) charge an additional fee per call retroactive to the Billing Activation Date.

Access services are subject to availability. Additional charges may be incurred for circuit expedites, extended demarc, special scheduling at customer request, or circuit redesign. This quote is firm for thirty (30) days from the date specified above unless indicated differently herein and shall become binding upon execution by you and acceptance by EarthLink. Alterations or changes after thirty (30) days may be made at the discretion of EarthLink without notice.

EarthLink, LLC Confidential

7481600	640370	VIEAU	823 4	MILWAUKEE	WI	53204	4146456350	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	640371	WHS TE	2525SHERMAN	MILWAUKEE	WI	53210	4144310418	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	640371	WHS TE	2525SHERMAN	MILWAUKEE	WI	53210	4144440945	BBUL00003	Unlimited Local Business Line	1	26.49
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7481600	640374	WHITTI	43823	MILWAUKEE	WI	53207	4144824381	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	640375	WIS CO	3120GREEN BAY	MILWAUKEE	WI	53221	4142810357	BBUL00003	Unlimited Local Business Line	1	26.49
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7481600	701573	Northwest Secondary	5496 N 72nd	MILWAUKEE	WI	53218	4144317778	BBUL00003	Unlimited Local Business Line	1	26.49
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7481600	701574	Green Bay (Universal)	3872 N 8th	MILWAUKEE	WI	53206	4144318003	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	701574	Green Bay (Universal)	3872 N 8th	MILWAUKEE	WI	53206	4144318396	BBUL00003	Unlimited Local Business Line	1	26.49
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7481600	701575	Sixty-Fifth Elementary	6600 W Melvina	MILWAUKEE	WI	53216	4144313948	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	701575	Sixty-Fifth Elementary	6600 W Melvina	MILWAUKEE	WI	53216	4144318010	BBUL00003	Unlimited Local Business Line	1	26.49
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7481600	701575	Sixty-Fifth Elementary	6600 W Melvina	MILWAUKEE	WI	53216	4144318071	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	701583	HAPPY HILL-BEAM	7171 W Brown Deer Rd	MILWAUKEE	WI	53223	4144340328	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	701583	HAPPY HILL-BEAM	7171 W Brown Deer Rd	MILWAUKEE	WI	53223	4144340342	BBUL00003	Unlimited Local Business Line	1	26.49
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7481600	701583	HAPPY HILL-BEAM	7171 W Brown Deer Rd	MILWAUKEE	WI	53223	4144341011	BBUL00003	Unlimited Local Business Line	1	26.49
7481600	701589	Webster (Universal)	6850 N 53rd St	MILWAUKEE	WI	53223	4144316578	BBUL00003	Unlimited Local Business Line	1	26.49
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