



yondoo Broadband is a MidAtlanticBroadband Company

STATEMENT OF WORK/QUOTE

**Meet Me 50Mbps Internet Service
Allan Hancock College
Suite 216, Building 13640
641 Utah Ave
Vandenberg AFB
(yondoo Broadband Project 5088)
18 August 2021**

Overview

Allan Hancock College has requested a statement of work/quote to receive commercial Internet services at Suite 216 in building 13640 on Vandenberg AFB. This service will be delivered on a Cat6 Ethernet hand-off to suite 216.

Allan Hancock College will extend this service to all end users in their suite. This statement of work/quote is to provide a meet-me hand-off of 50Mbps bi-directional Internet service in Suite 216 in Building 13640.

Purpose of Statement of Work/Quote

The purpose of this Statement of Work/Quote is to provide a statement of work and service agreement between Alan Hancock College and yondoo Broadband to install commercial grade Internet service.

Statement of Work

yondoo Broadband will provide turn-key installation of the Internet solution to include:

1. A meet me solution with a copper Ethernet hand-off of 50Mbps bi-directional Internet service
2. 24X7 Service and Support for the solution

All work will be coordinated with the Alan Hancock College designated point of contact.

A 24X7 toll-free hotline support is provided by the yondoo Broadband NOC.

Cost Summary

Non-Recurring Costs: **\$ 50.00 Installation**

Recurring Cost (per month): **\$ 230.00 /monthly**

Term

The term of this agreement is for 12 months.

Billing Address/Point of Contact:

Allan Hancock College
800 S. College Dr.
Santa Maria, CA. 93454
Attn: Eric Smith

Commercial Agreement

Customer Information:

Name of customer: Allan Hancock College

Contact: Eric Smith

Address of customer: 800 S. College Drive, Santa Maria, CA. 93454

Email: esmith@hancockcollege.edu

Phone number: (805) 922-6966

SERVICE AGREEMENT

- 1. Covered Services.** We will provide you with the version of Service (“Telecommunications Service (TS or TS Services)”) indicated in the Service Quotation (“Quotation”) or Service Order (“Order”). The Service period and fees for the TS Services is described in the Quotation and/or on the Order. Our commencement of providing TS Services to you as described in the Quotation or Order shall constitute our Acceptance of this service.
- 2. Service Description.** The TS Services provided are described in the Services Provided section of this Agreement.
- 3. Service Level Guarantee and Limited Remedy.** We are committed to providing you with reliable, high quality Services and we offer certain assurances about the quality of Services in accordance with our services level guarantee. We reserve the right to change, amend, or revise the Service Level Guarantee at any time; provided, however, that any such change, amendment, or revision will not diminish the level of services currently being provided to you.
- 4. Renewal.** After the expiration of the Initial Service Period as stated in the Service Quotation, the Services, the service will be automatically renewed for subsequent one-month terms. If you decide to cancel the Services you must notify us by sending a cancellation e-mail to sales@yondoobb.com at least - ninety (90) days prior to either the end of the initial service term or prior to the requested date of cancellation. We may cancel your Service(s) at the end of your Initial Service Period or renewal Service Period by giving you one hundred, ninety (90) prior written notice mailed to your address on the Agreement.
- 5. Service Cancellation.** You may cancel the TS Service at any time after the initial term by providing 90 days prior written notice via certified mail return receipt requested to our primary place of business: yondoo Broadband – Vandenberg, PO Box 22467, Baltimore, MD. 21203-2467. If you cancel during a Service Period without cause, you agree to immediately pay us (a) all TS Service fees to be accrued as of the cancellation date and (b) an early cancellations fee equivalent to 25% of the remaining months on your Service Agreement.
- 6. Software We Provide.** In the event we provide any software to you in connection with TS Service, we grant you a personal, non-exclusive, non-transferable license for the duration of the Service Period, to use such software in object code form only, on hardware provided by us,

for the sole purpose of enabling you to use the TS Service. You acknowledge that the software is copyrighted, that title to such software remains with us and our suppliers, if any, and that the content and design of such software are valuable trade secrets. You are authorized to make one copy of the Software for back up purposes only. You agree not to (a) disclose or make available to third parties any portion of such software without our advance written permission; (b) further copy or duplicate such software; (c) reverse engineer, decompile or disassemble such software; (d) make derivative works from such software; or (e) modify such software. YOU ACKNOWLEDGE THAT OUR THIRD PARTY SOFTWARE SUPPLIERS AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

7. **IP Addresses/Phone Numbers.** Upon expiration, cancellation or termination of the Agreement or applicable Schedule, you shall relinquish any IP addresses or address blocks or telephone numbers assigned to you by us.
8. **Return of Equipment and Software.** Upon termination or expiration of the Service Period (unless extended by the parties), you agree to return to us all hardware and software (other than hardware and software which you have purchased from us) which we have provided to you in connection with the IA Service in good working condition, excepting only reasonable wear and tear. In the event such hardware and software is not returned to us within 5 days following such termination or expiration, we will charge you the un-depreciated list price of the unreturned hardware and software, in addition to all applicable late return fees and admin fees.
9. **Transferable.** This agreement shall be transferable in its entirety without consent
10. **Automatic Rate Increases.** The cost of this service may increase by a maximum of 5%, effective after the Initial Service Period.
11. **Acceptable Use.** You agree to use the TS Service in accordance with our acceptable use policy. Our current acceptable use policy is published on our web site at <http://www.yondoobb.com/policy>. In the event that we deem that unacceptable use or violation of the acceptable use policy has/or is occurring, we will inform the customer in writing of the infraction. If within twenty (20) business days the defined infraction has not been rectified we may deem this Agreement in default and demand the current and unpaid balance due within ten (10) business days.
12. **Agreement Acceptance.** The start of TS service(s) shall indicate Our acceptance and execution of this Agreement. This agreement executed via fax or email shall be deemed an original.

yondoo Broadband Agreement agreed as presented:

By: _____

Name: _____

Title: _____

Date: _____

Phone: _____

III. MASTER SERVICE AGREEMENT TERMS

Customer Information:

Name of customer: Allan Hancock College

Contact: Eric Smith

Address of customer: 800 S. College Drive, Santa Maria, CA. 93454

Email: esmith@hancockcollege.edu

Phone number: (805) 922-6966

The parties have reached an Agreement on the matters contained in this Agreement and wish to set forth their Agreement in this writing. This Agreement, together with the schedules attached hereto or incorporated herein by reference now and from time to time hereafter, constitutes the “**Master Agreement**”.

- 1. Services.** We will provide you the telecommunication services (“TS Services”) specified above and in the Service Schedule attached hereto. The prices that you agree to pay for the Services are stated or referenced in the Service Agreement above. If any of the Services are on a month-to-month basis, we will give you no less than 60 days’ notice of a price change. In addition, you agree to pay us all taxes, tariffs, telecommunications surcharges and other charges billed to us as a result of the Services.
- 2. Payment and Admin Fee.** Unless otherwise stated in this Master Agreement, with or without demand, payment for monthly service is due by the 25th of each and every month. All other charges are due within thirty (30) days of the invoice date. If you do not pay all charges within 10 days of its due date you agree to pay a Admin fee of interest of one (1.5%) percent per month (or, if less, the maximum allowed by law) on sums not paid within 30 days of your due date. In addition to all other rights we have, we may suspend performance of our Services in the event that a due and undisputed payment is not received within 30 days of your receipt of notice of a past due invoice. Non-Sufficient Funds (NSF) Checks - You are responsible for the payment of \$35.00 for NSF charges or overdraft fees. Credit card authorization – As an option, You can authorize CBBS to charge your credit card or auto-debit your checking account for services to be provided including but not limited to a monthly recurring or annual charge for the services to be rendered. You shall be charged a \$10.00 processing fee for declined credit cards.
- 3. Our Responsibility.** We are responsible for providing the Services by qualified personnel. All Services will be provided in a timely and professional manner, in accordance with industry standards. We warrant and covenant that the Services will be provided in accordance with our Services Level Guarantee. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4. Your Responsibility.** You are responsible for the manner in which you use the Services, including the maintenance and security of your data, computer network and other facilities; your choice of equipment, software and online content; and all other matters related to how you use the Services. Even if we configure your router/firewall, and security software, you are solely responsible for the security of your data and/or network, We make no representation of the security of your data whatsoever. Unless expressly permitted by a Schedule or separate reseller agreement with us,

you shall not resell Services, or provide access to Services, directly or indirectly to third parties. You also Represent that you are authorized to enter into this agreement.

5. **Servers/Network Security.** Servers may be hosted on Commercial level Internet services only. Unless otherwise stated in writing, no Internet servers of any kind are permitted on a Residential level Internet service. You are responsible for ensuring your network/servers are not vulnerable to commonly known Internet security risks. If you need assistance in addressing your network security vulnerabilities, telephone support is available on an hourly basis.
6. **Indemnification.** We will indemnify you for damages, costs and attorney's fees you incur from any claim that our design of the Services infringes any U.S. patent, copyright, trademark, trade secret or other intellectual property right. You will indemnify us for damages, costs and attorney's fees we incur from any claim arising from your manner of using of the services, your combination of the Services with other products or services not provided by us, or your modification of the Services. The indemnifying party shall conduct the defense and shall have control of the litigation; the other party shall give prompt notice of claims and shall cooperate in defending against the claim. THE PARTIES DISCLAIM THE IMPLIED WARRANTY OF NON-INFRINGEMENT, RELYING INSTEAD ON THE TERMS OF THIS SECTION.
7. **IP Addresses/Phone numbers.** Upon expiration, cancellation or termination of this Agreement or applicable Schedule, you shall relinquish all IP addresses or IP address blocks or any phone number assigned to you by us.
8. **Bandwidth, Data Storage, Data Transfer and Other Limitations.** yondoo Broadband offers multiple packages of Service with varying speeds, features and data usage allowances (not all packages are available in all areas). You must comply with the current bandwidth, data storage, data transfer and other requirements associated with the package of Service you selected. You must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in yondoo Broadband's judgement) an unusually great burden on the network itself. In addition, you must use commercially reasonable efforts to ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede yondoo Broadband's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If your bandwidth and data transfer usage exceeds the amount included in your Internet package, yondoo Broadband may require you to upgrade the Service to a higher package and/or pay additional fees. In rare cases, yondoo Broadband may terminate your Service upon providing at least ninety (90) days' prior written notice, if you have not reduced your bandwidth usage after consultation with yondoo Broadband. In the event of such termination, no further payments or unearned fees will be due to us.
9. **Compliance with Laws.** You shall not use or permit your end users to use the Services in ways that violate laws, infringe the rights of others, or interfere with users of our network or other networks. For example, you shall not distribute chain letters or unsolicited bulk electronic mail ("spamming"); propagate computer worms or viruses; use a false identity; attempt to gain unauthorized entry to any site or network; distribute child pornography, obscenity or defamatory material over the Internet; or infringe copyrights, trademarks or other intellectual property rights. You further agree to comply with U.S export laws concerning the transmission of technical data and other regulated materials via the Services.
10. **Termination.** If either party breaches the terms of this Master Agreement, and fails to cure same within 30 days written notice from the other party (the other party may terminate this Master

Agreement, in addition to any other rights it may have. One of the additional rights which you agree that we have is the right, upon our exercise of the right to terminate for cause, to accelerate all scheduled payments for the balance of the term hereof and the same shall be immediately due and payable as liquidated damages, but without prejudice to our right to recover equipment and software upon termination. Further, you shall be responsible and reimburse us in full for all cost, including but not limited to Attorney Fees, associated with collection of your breach of this Master Agreement.

- 11. Limitation of liability.** EXCEPT FOR INDEMNIFICATIONS PURSUANT TO SECTION 6, NEITHER PARTY (NOR ITS SUPPLIERS OR CUSTOMERS) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS CAUSE BY DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE SERVICES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL CO-LOCATION EQUIPMENT MUST BE INSURED AND SECURED BY CUSTOMER. WE ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE.
- 12. Limitation of Damages.** EXCEPT FOR INDEMNIFICATIONS PURSUANT TO SECTION 6, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED (a) THE TOTAL AMOUNTS PAID AND PAYABLE BY YOU TO US FOR THE SERVICE IN QUESTION, DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO YOU CLAIMS OR (b) \$10,000 WHICHEVER IS GREATER.
- 13. Miscellaneous.** The terms and conditions of this Agreement supersede all previous agreements, proposals or representations. You may not assign this Agreement without Our prior written consent. The substantive laws of the State of California shall govern this Agreement. The parties acknowledge and agree that the appropriate courts sitting in Los Angeles County, California, U.S.A., shall have sole and exclusive authority to hear and adjudicate any dispute arising out of or related to this Agreement and each party hereby irrevocably consents to the jurisdiction of such courts. Any changes to this Agreement, or any additional or different terms in your purchase orders, acknowledgments or other documents, will not be effective unless expressly agreed to in writing by us.
- 14. Demarcation Extensions (Where Applicable).** You are responsible (at your expense) for any wiring extensions, if required, from the NID. Demarc or agreed upon "meet me" point to your system, server and/or network. You may contract with another cabling company or us to extend wiring from the NID or Demarc to your system, server and/or network. You are responsible for your workstation(s) and network configurations.
- 15. Equipment.** Internet Router/Telephone Equipment Support – We provide support to all routers and/or telephone equipment that we own. Support for routers and other telephone equipment that we do not own is invoiced at our hourly service rate. Unless stated, we maintain ownership of all modems/telephone and related TS Services equipment.

Agreed as presented:

By: _____

Name: _____

Title: _____

Date: _____

Phone: _____