

Board Office Use: Legislative File Info.	
File ID Number	25-1863
Introduction Date	8/27/25
Enactment Number	
Enactment Date	



# Board Cover Memorandum

**To** Board of Education

**From** Denise G. Saddler, EdD, Interim Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Susan Beltz, Chief Technology Officer

**Meeting Date** August 27, 2025

**Subject** Ratification of Master Services Agreement with Manhattan Telecommunications, LLC (MetTel)  
Contractor: Manhattan Telecommunications, LLC (MetTel)  
Services For: July 17, 2025 - July 16, 2028

**Ask of the Board** Ratification by the Board of Education of Master Services Agreement between the District and Manhattan Telecommunications, LLC, New York, NY, for the latter to provide telecommunications services to support elevator phone service, contingent upon a successful one-month trial, for the period of July 17, 2025 through July 16, 2028 at a cost not to exceed \$4,792.24.

**Background** OUSD sites that include elevators require each elevator to be equipped with a dedicated phone line for emergency services. Historically, these lines have been analog telephone lines with a ring-down service to automatically connect when the line is activated. However, as analog phone service becomes less common, these lines have become increasingly expensive, causing OUSD to look for alternatives that have the potential to save approximately \$1.3 million annually in service costs.

**Discussion** OUSD is considering MetTel as an alternative to analog service, which will provide a redundant network-based solution for these emergency lines. The current contract is to update one elevator contingent upon a successful trial. OUSD expects to broaden the solution if the service proves to be a good option, given the potential for significant cost savings districtwide.

**Fiscal Impact** \$4,792.24 over the three-year term (contingent upon successful trial) from 010-0000-0-9000-8213-5930-999-9990-9000-9999-99999 (OUSD Central Utilities)

**Attachment(s)**

- Master Services Agreement
- Quote SQ-199918



# Master Service Agreement

## Voice, Data & IP Services and Products

This Agreement (as further defined in Section 12) is entered into this date of July 17 2025 ("Effective Date"), by and between Manhattan Telecommunications Corporation LLC, having its principal place of business at 55 Water Street, 32<sup>nd</sup> Floor, New York, NY 10041 (hereinafter referred to as "MetTel"), and Oakland Unified School District, having its principal place of business at 1011 Union Street, Oakland, CA 94607 (hereinafter referred to as "Customer" or "OUSD").

**1. PRODUCTS AND SERVICES / TERM.** Customer agrees to acquire from MetTel the services ("Services"), software ("Software") and equipment ("Equipment") identified on the schedules to this Agreement ("Schedules"), for a 36 month period, unless a different term is specified on the Schedules (as applicable, the "Initial Term"). Services, Software and Equipment are collectively referred to as "Products." Except as provided in Section 1.1 below, the effective date of the Initial Term for any Product will be the date that the applicable Product is installed, delivered and/or available for use, as applicable, or, for existing Products, the date hereof. Customer will take all actions necessary to effectuate the Initial Term in a timely fashion.

**1.1. TRIAL.** Customer may activate up to three (3) Specialty User w/ Bruin License Services together with one (1) CDS-9090 PIAB device identified in Quote ID SQ-19918 dated March 31, 2025 ("Initial Schedule") on a trial basis ("Trial Products") at no cost for up to thirty (30) days from the date the first such Trial Product is activated ("Trial Period"). Either party may terminate the Trial Products without termination charges or other liability upon five (5) days' prior written notice before the end of the Trial Period, provided that Customer returns at its expense all Equipment provided in connection with the Trial Products within thirty (30) days following termination and provides MetTel a valid tracking number for the shipment. For any unit of Equipment not returned in accordance with the prior sentence, Customer will pay MetTel: (i) \$749.99 per CDS-9090 device, (ii) \$200 per installation kit, and (iii) \$89.50 per Panorama MiMo Antenna. If not terminated in accordance with this Section, the 36-month Initial Term for all Trial Products will be deemed to commence upon expiration of the Trial Period.

**2. RENEWAL.** The Initial Term will automatically extend for additional one (1) year periods (each, an "Additional Term" and, together with the Initial Term, the "Term") at the same Monthly Equipment Rental Charges for Equipment (as established by Section 18 below), and MetTel's then standard twelve month term rates for other Products, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current Term.

**3. PAYMENT.** Customer shall pay the rates and charges for Products provided under this Agreement and all applicable taxes and surcharges that may be authorized or required under laws, regulations, or tariffs in connection therewith. Except for taxes based on MetTel's net income, Customer will be responsible for all taxes, regulatory costs, fees and surcharges arising from or in connection with an order, rule or regulation of any governmental or quasi-governmental authorities imposed on or incident to the provision, sale or use of Products, whether on Customer, MetTel, MetTel Providers or any of their affiliates. MetTel will bill Customer each month and all invoices are due and payable twenty-five (25) days after the invoice date. Customer shall send payments to the address specified on the invoice. In the event that MetTel incurs costs (collection and/or attorney fees) to recover amounts owed under this Agreement, MetTel may add these costs to any amounts outstanding. MetTel, in addition to any other remedies available to it, may impose a late fee of the greater of five (5) dollars or one and one-half percent (1.5%) per month on any charges not paid by the due date or, if less, the maximum amount allowed by law. In addition, MetTel may suspend Products, in whole or in part, if amounts owed hereunder are past due.

**4. LOCATION(S) / ADDITIONAL PRODUCTS.** The Products shall be provided under the terms of this Agreement to the Customer locations specified on the Schedules. Other Customer locations, renewals or additional Products may become subject to this Agreement by submission of additional Schedules (including orders submitted via email) by or on behalf of Customer and accepted by MetTel. Each Schedule or order accepted by MetTel will commence a new Initial Term for the Products covered by the Schedule or order. Except as expressly set forth therein rate cards (Schedules with indefinite quantities) may be discontinued by MetTel at any time other than for previously-activated Products. Equipment under a Schedule is subject to availability and pricing is subject to periodic change.

### 5. LIMITS ON LIABILITY.

**5.1. Force Majeure.** Neither party will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, cable cuts by third parties, flood, weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, software bugs, viruses and the like, acts of regulatory or governmental agencies, or other causes beyond their reasonable control (collectively, "Force Majeure"), except for the obligation to pay amounts due under this Agreement.

**5.2. Limited Liability.** As used in this Agreement, "service failure" means a failure to comply with a direction or obligation to install, restore or terminate Services, a failure to provide Services and failures, mistakes, omissions, interruptions, degradation, delays, errors, defects or the like occurring in the course of the provision of Services. The total maximum aggregate liability hereunder, if any, of MetTel and its affiliates and suppliers and their officers, directors, agents and employees for damages arising out of this Agreement, the relationship created hereby or out of the furnishing of Products shall be limited to: (i) for service failures: a repair or re-performance of the Service, and a pro-rata refund of any prepaid fees for continuous service failures in excess of 24 hours, (ii) unless directly caused by the willful misconduct of MetTel, no liability for injury to persons or property, losses (including any loss of business), damages, claims or expenses of any kind caused by Equipment or Software, and (iii) in all other cases proven direct damages in an amount limited to the Service charges paid by Customer under this Agreement during the three months preceding the date of accrual of the first claim, even if the other limitations of liability set forth herein fail of their essential purpose. In addition, none of MetTel or its affiliates and suppliers or any of their officers, directors, agents or employees will be liable to the Customer for any consequential, indirect, incidental, reliance, exemplary, special, punitive or other like damages including without limitation loss of use, profits, revenue, business or goodwill with respect to any claims arising under this Agreement or regarding the Products to be provided hereunder, even if MetTel has been advised of the possibility of such damages. Without limiting the foregoing, it is expressly understood and acknowledged that the underlying service

provider shall have no liability whatsoever for Customer losses, claims or damages for any cause whatsoever, including but not limited to any service failure, regardless of the form of action, whether in contract or in tort or otherwise.

**5.3. Indemnification.** Intellectual Property. MetTel shall indemnify and defend Customer, its affiliates, and its and their respective employees, officers and directors from and against any claims, liabilities, losses, costs, or damages (including legal fees and costs) arising out of any third party claim brought against them to the extent resulting from the Portal (as defined in Section 20) provided to Customer under this Agreement infringing any US intellectual property rights of a third party, but not to the extent that such infringement is: attributable to (i) the modification of the Portal, (ii) combination of the Portal with equipment, software, data or other materials, facilities, services or methods not furnished by MetTel or the MetTel Suppliers or (iii) use of the Portal in violation of this Agreement. In the event that the Portal is alleged, or in MetTel's judgement, likely to be alleged, to infringe a third party's intellectual property rights, MetTel may at its option either: (a) procure the right for Customer to continue using the Portal; (b) replace or modify the Portal so it becomes non-infringing, provided, however, that if the replacement Portal or Portal as modified does not substantially maintain its functionality as originally provided to Customer, Customer may terminate the use of the Portal; or (c) terminate the Portal and provide Customer with a pro rata refund for any unused Customer prepayment for the Portal.

**6. LETTER OF AUTHORIZATION/AGENCY.** MetTel will act as Customer's authorized agent for all matters related to obtaining connectivity service records and to the provisioning of local and long distance communications services associated with all Customer's telephone numbers. MetTel has the authority to order local, regional, and long distance changes on all numbers associated with the accounts listed on the attachments to this Agreement. MetTel shall not release any information regarding Customer's telecommunications services without obtaining the Customer's written approval except where required pursuant to subpoena or court order. To the extent possible, MetTel shall freeze Customer's services so that a third party (including another carrier) cannot complete a change without having the Customer contact MetTel and authorize the change.

**7. CONFIDENTIAL INFORMATION.** Each party shall hold in confidence and not use, except to perform its obligations hereunder, information received from the other party that is designated confidential or proprietary or that a reasonable person would treat as confidential based upon the nature of the information disclosed or the circumstances of the disclosure ("Confidential Information") for the Term and a period of 2 years thereafter. The parties agree that Confidential Information shall include the pricing and terms and conditions of this Agreement, any proposals or requests for proposals, and information relating to the disclosing party's technology, business affairs, and marketing or sales plans. Neither party shall use Confidential Information for any purpose other than in furtherance of performance under this Agreement or disclose Confidential Information to any third party other than to entities that are bound by non-disclosure obligations that are substantially similar to those set forth in this Agreement. The fact that the parties are engaged in a business relationship is not Confidential Information. Customer must obtain MetTel's written permission prior to disclosing any MetTel Confidential Information to any competitor of MetTel. The foregoing restrictions shall not apply to information that: (a) is or becomes publicly available through no act or omission of the receiving party; (b) was already in the lawful possession of the receiving party without an obligation of confidentiality; (c) is lawfully disclosed to the receiving party by a third party that is not restricted from making such disclosure; (d) is required to be disclosed by subpoena or other legal process, limited to the extent required by the terms of such subpoena or other legal process; (e) is approved in writing by the disclosing party for further disclosure; (f) is independently developed without reference to the Confidential Information and is so documented by the receiving party; or (g) is required to port telephone numbers. Receiving party acknowledges that the unauthorized use or disclosure of any such Confidential Information is likely to cause irreparable injury to disclosing party for which there is no adequate remedy at law. Accordingly, receiving party acknowledges that disclosing party may seek injunctive relief against it to prevent or remedy any breach of the confidentiality obligation described herein without disclosing party being required to post bond.

## **8. TERMINATION.**

**8.1. Default.** A party shall be deemed in default of this Agreement (a "Default") upon the occurrence of any one or more of the following events:

- (a) except with respect to payment defaults, such party materially fails to perform its material obligations under this Agreement and such nonperformance is not remedied within thirty (30) days after receipt of written notice thereof, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion; or
- (b) such party fails to make any payment under this Agreement when due and such failure is not remedied within ten (10) days after receipt of written notice thereof.

Upon the occurrence of a Default and subject to the applicable notice and cure periods and Section 8.2 below: (i) the aggrieved party may terminate or suspend the applicable Services affected by such uncured Default, and (ii) with respect to Licensed Software and/or Rented Equipment, MetTel may terminate the applicable Product. Notwithstanding the foregoing, Customer understands and agrees that Customer cannot terminate Customer's payment obligations with respect to Software or Equipment in a Schedule, which obligations are more specifically addressed in Section 17 relating to Software and Section 18 relating to Equipment prior to the end of the applicable Initial Term for any reason. The foregoing shall be in addition to any other rights and remedies that MetTel may have under this Agreement or at law, in equity or otherwise.

**8.2. Effect of Termination.** If Customer discontinues any Service before the expiration of the applicable Initial Term or applicable Additional Term, or if MetTel terminates this Agreement or any Service for Customer's Default, Customer will be liable to MetTel for termination charges equal to the monthly recurring charges for the applicable discontinued Services, multiplied by the number of months remaining in the Term, plus any charges MetTel incurs from third parties because of Customer's early termination of the applicable Services and for any charges that may have been waived. Customer must give MetTel prior written notice of any Service termination (using MetTel standard forms), and, in addition to the amounts set forth above, will be responsible for all charges for such Service up to the date such Service is disconnected, as well as any charges in connection with the termination. Additionally, if MetTel terminates Service, Licensed Software and/or Rented Equipment for Customer's Default, and/or Customer is in default under any Schedule, and/or any Service is discontinued before the expiration of the applicable Initial Term or applicable Additional Term without contracting for a replacement Service where any Licensed Software and/or Rented Equipment, as applicable, utilized in connection with the discontinued

Service will be redeployed, in addition to the amounts set forth above, Customer will pay MetTel an amount equal to (a) any Monthly Licensed Software Charges (as established by Section 17 below), multiplied by the number of months remaining in the applicable Term, discounted at 3% per annum, related to any Licensed Software utilized in connection with the discontinued Service, plus (b) any Monthly Equipment Rental Charges (as established by Section 18 below), multiplied by the number of months remaining in the applicable Term, discounted at 3% per annum, relating to any Rented Equipment utilized in connection with the discontinued Service, plus (c) any applicable taxes; and Customer will be required to return any Rented Equipment and any other equipment supplied by MetTel in connection with the discontinued Service to the location designated by MetTel (at Customer's expense) in good working condition and free from all liens, charges and encumbrances within 10 days after termination of the Service for which it was used or of this Agreement, or Customer will pay MetTel's purchase price for the equipment as invoiced by MetTel. If MetTel assigned the Rented Equipment and right to receive Monthly Equipment Rental Charges and/or Monthly Licensed Software Charges to a third-party for financing purposes, then the assignee may exercise any of MetTel's rights and remedies independently from MetTel.

## **9. INTERNET & IP VOICE SERVICES DISCLOSURE.**

**9.1. 911 Disclosure.** The Federal Communications Commission ("FCC") requires MetTel to obtain Customer's acknowledgement that it has received the following disclosures regarding possible circumstances that COULD IMPAIR YOUR ABILITY TO ACCESS E911 SERVICE: (1) if you utilize equipment that relies on electricity, you will lose E911 service (and service generally) if such devices lose access to electricity such as in a power failure. To reduce the risk of disruption, Customer should deploy a back-up power supply to operate phones and related equipment; (2) if you move your location you must notify us at least 30 days in advance so that we may program the correct information into the E911 system. Otherwise, the E911 system will not contain your correct information; (3) you may be unable to complete calls to 911 or otherwise in the event of network failures or congestion; (4) if you obtain telephone numbers that are not associated with your calling area, you may not be able to reach E911 services; (5) you must notify MetTel of any change in your designated key personnel for E911 notifications, otherwise notifications that an end-user has placed a 911 call will not be deliverable. By executing this Agreement, Customer acknowledges that it understands and accepts the above limitations, and that it will convey these limitations to all persons who may have occasion to use the Services. California multiline customers: please view additional important disclosures and informative brochure at: <https://www.mettel.net/about-mettel/legal/legal-regulatory-notice/>.

**9.2. VoIP 911 Service and Acknowledgement.** Please read the VoIP Schedule on the MetTel website at <http://www.mettel.net/company/voip-911.html> which is incorporated herein by reference and made a part of this agreement. If you are subscribing to VoIP Service (hosted PBX, VoIP or SIP Trunking), Customer (you) agree to the terms of the VoIP Schedule and further agree that: (1) you have received and have read and understood the terms and conditions relating to VoIP Service, including 9-1-1 service; (2) you and all users of your Service understand the nature and limits of 9-1-1 service associated with VoIP; and (3) if you change the location in which you use Service in any way, including operating Service outside of the address that you have given to MetTel, you must immediately contact MetTel, and that failure to do so may adversely affect your 9-1-1 service.

**9.3. Alarm Systems and Internet Voice Application Disclosure.** Please view additional important disclosures at our Policies URL concerning interoperability of VoIP and POTS replacement products with alarms systems and other legacy equipment.

**10. NOTICES.** Notices under this Agreement shall be sent to MetTel, Legal Department, 101 Crawford's Corner Road, Suite 4-311, Holmdel, NJ, 07733, and to Customer at the above address. Either Party may change their mailing and/or billing address by written notice in accordance with this Section. Notices may be sent by first-class U.S. mail, postage prepaid, certified, return receipt requested, or by an overnight carrier, and shall be deemed effective five (5) business days after mailing by first-class U.S. mail, one (1) business day after mailing by an overnight carrier or upon receipt.

**11. MISCELLANEOUS.** MetTel may perform its obligations under this Agreement through its affiliates, agents, suppliers or subcontractors (the "MetTel Providers"), but MetTel shall not be relieved of its obligations by using the MetTel Providers. MetTel may assign all or part of this Agreement to any of its affiliates or successors. MetTel may assign its rights to payments hereunder, and its rights in the Equipment and Software, to a third party for financing purposes as provided for in the Licensed Software and Equipment Rental Sections below. With reasonable prior notice, Customer may assign this Agreement to any entity that is the successor to substantially all of its assets or business, subject to MetTel's acceptance of the assignee and execution and delivery of MetTel standard assignment forms. All other attempted assignments shall be void without MetTel's prior written consent. This Agreement shall be governed by the laws of the State of New York, but, without resort to its choice of law principles and laws regarding conflict of laws, and the venue for any legal action or litigation involving collection of amounts due under this Agreement and all proceedings held in such action or litigation will be exclusively the courts of the State of New York, or the federal courts of the United States of America, in each case located within New York County. Any other action or litigation involving this Agreement may be heard in any California court having jurisdiction. Each party agrees that any cause of action or claim will be resolved individually and Customer agrees that it will not consolidate or seek class treatment for any claims in connection with this Agreement, unless previously agreed to in writing by both parties. If any part of this Agreement is rendered invalid or unenforceable, the rest of the Agreement will remain valid and enforceable. Provisions of this Agreement that by their terms or nature must survive expiration or termination of this Agreement, will survive expiration or termination of this Agreement, including, but not limited to Sections 3, 5, 7, 8, 11 – 18 and 20 – 22. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver thereof or of any subsequent default or failure of performance, and no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision. Purchase orders or other non-MetTel ordering documents relating to Products issued by Customer containing different or additional terms will be construed solely as evidence of Customer's internal business processes and will have no effect on this Agreement or any Products except to the extent evidencing acceptance of a Schedule. If objection is not received by MetTel within three months after an invoice is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon Customer. Customer authorizes MetTel to monitor and record calls to or from MetTel concerning the Services for MetTel's training and quality control purposes.

**12. TARIFFS, SERVICE PUBLICATIONS, ENTIRE AGREEMENT.** This Agreement consists of: (i) the terms in the body of this Master Service Agreement ("MSA"), (ii) any attachments incorporated herein by reference (iii) any attachments and Schedules later added to this agreement (ii) and (iii), collectively, "Attachments" (iv) MetTel product guides, price lists and product use terms (collectively, "Service Publications") and (v) any applicable tariffs ((i) – (v) collectively, the "Agreement"). This Agreement constitutes the entire agreement



between the parties with respect to the subject matter hereof and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written. The rates, terms and conditions that apply pursuant to applicable tariffs are subject to change in accordance with the rules of applicable state regulatory commission and/or Federal Communications Commission. Service Publications are found on the MetTel website (<https://www.mettel.net/about-mettel/legal/tariffs-product-guides/>) as of the date of this Agreement, referred to hereafter as the "Policies URL"), are subject to change from time to time when updated on the MetTel website and are incorporated herein by reference to the extent they do not conflict with the terms of the MSA or any Attachment. Except as otherwise set forth herein, no amendment, waiver or modification of this Agreement shall be valid unless in writing and signed by both parties. Handwritten changes to this Agreement (including without limitation any Attachment) are not valid. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

**13. USE OF PRODUCTS.** Products purchased under this contract cannot be resold. Customer agrees that it is responsible and accepts full liability for all use of the Products, with or without its permission, and will not resell the Products purchased under this Agreement or distribute/ transfer the Products purchased under this Agreement to any person or entity other than its employees. The Products may not be used for any unlawful, abusive, or fraudulent purpose, in violation of the then-current acceptable use policy ("AUP") located at the Policies URL or another designated url, to support illegal robocalling activity, or in any way that violates or infringes upon the rights of others. Customer agrees to promptly reply, and assist MetTel to reply, to a request from law enforcement or a traceback administrator authorized by USTelecom's Traceback Group for information about suspicious robocalls that have been sent to a downstream provider. Customer shall defend, indemnify and hold harmless MetTel and its affiliates and suppliers and their respective officers, directors, agents, affiliates, and employees from and against any claims, liabilities, losses, costs, or damages, (including legal fees and costs) arising out of any user's use or attempted use of Products. Broadband speed claim(s) represent maximum downstream and/or upstream speed capabilities which may vary and are not guaranteed. Factors including line quality and Customer's distance from the exchange may limit available bandwidth.

**14. WARRANTIES.** CUSTOMER AGREES THAT THE PRODUCTS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND THAT METTEL DOES NOT WARRANT THAT THE PRODUCTS WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION, AND SPECIFICALLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS. METTEL IS NOT THE MANUFACTURER OF ANY EQUIPMENT. WITH RESPECT TO METTEL, CUSTOMER PURCHASES OR RENTS THE EQUIPMENT, AS APPLICABLE, "AS IS." EQUIPMENT SHALL BE SUBJECT TO THE WARRANTIES, IF ANY, PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THE EQUIPMENT. WITH RESPECT TO SECURITY PRODUCTS INCLUDING WITHOUT LIMITATION CLOUD FIREWALL & SASE, CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT NO VENDOR CAN ASSURE COMPLETE SECURITY AND NOTHING HEREIN OR ELSEWHERE SHALL BE DEEMED TO IMPLY A SECURITY GUARANTEE OR ASSURANCE.

**15. UNAUTHORIZED USAGE.** It is understood that MetTel is under no obligation to investigate the authenticity of calls charged to Customer's account and shall not be liable for any fraudulent or unauthorized calls processed by MetTel and billed to Customer's account. Notwithstanding, in the event MetTel discovers or reasonably suspects fraudulent calls are being made, or that the Services are being used in connection with (i) illegal, fraudulent or abusive activity, (ii) activity that places MetTel's (or its providers') network at risk or could subject MetTel (or its providers) to liability to a third party or (iii) in a manner that violates this Agreement, the AUP or infringes the rights of a third party (including without limitation, to support illegal robocalling activity), nothing contained herein shall prohibit MetTel from taking immediate action, without notice to Customer, that is reasonably necessary to prevent such calls or transmissions from taking place, but is under no obligation to do so.

**16. HOSTED PRODUCTS.** This section applies solely to MetTel-hosted Services, including hosted PBX. MetTel will provide Customer with password-protected access to its hosted Service(s). Passwords are selected by Customer or its end-users, and Customer shall be solely and exclusively responsible for protecting all account passwords and the use and control of access to Customer's account.

**17. LICENSED SOFTWARE.** This section applies to all SD-WAN services and any other Products listed on a Schedule designated as "Licensed Software" on such Schedule. By Customer's acceptance of the terms of such Schedule, Customer thereby agrees to pay MetTel the monthly amounts set forth on the Schedule relating to the Licensed Software, plus applicable taxes (the "Monthly Licensed Software Charges") for the Initial Term of the applicable Licensed Software. The Initial Term for Licensed Software will commence on the earlier of (i) the date of activation of the Licensed Software, or (ii) ninety (90) days after the date of shipment of the Equipment associated with the Licensed Software (if any). Notwithstanding anything to the contrary, Customer understands and agrees that Customer is unconditionally obligated to pay all Monthly Licensed Software Charges for the applicable Initial Term, and is not entitled to withhold any Monthly Licensed Software Charges or reduce or set-off against any amounts owed relating to the Licensed Software for any reason. Licensed Software cannot be discontinued before the expiration of the applicable Initial Term for any reason. At the conclusion of the Term, Licensed Software and Customer's obligation to pay Monthly Licensed Software Charges relating thereto will automatically terminate without further action required by either party, unless MetTel in its sole discretion allows a limited month to month extension, subject to authorization from the underlying provider. Customer understands that MetTel may assign Customer's payment obligations relating to any Licensed Software to a third-party for financing purposes and that, if assigned, the assignee will have all of MetTel's rights to receive the Monthly Licensed Software Charges, but will not be subject to any claim, defense, or set-off assertable against MetTel or anyone else.

**18. RENTED EQUIPMENT.** This section applies to any Equipment listed on a Schedule designated as "Rented Equipment" on such Schedule and all Equipment provided under a Schedule for a monthly fee. By Customer's acceptance of the terms of the Schedule, Customer thereby agrees to rent the Rented Equipment and pay MetTel the monthly amounts set forth on the Schedule relating to the rental of the Rented Equipment, plus applicable taxes (the "Monthly Equipment Rental Charges") for the Initial Term designated on the Schedule for the applicable Rented Equipment. The Initial Term for any Rented Equipment will commence on the date the applicable Rented Equipment is delivered to Customer or any later date designated by MetTel. Notwithstanding anything to the contrary, Customer

understands and agrees that Customer is unconditionally obligated to pay all Monthly Equipment Rental Charges for the Initial Term, and is not entitled to withhold Monthly Equipment Rental Charges or reduce or set-off against any amounts owed relating to the rental of the Rented Equipment for any reason. Customer's obligations with respect to Rented Equipment cannot be discontinued before the expiration of the applicable Initial Term for any reason. Customer agrees to keep the Rented Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without MetTel's consent and to keep the Rented Equipment fully insured against loss at its replacement cost, with MetTel named as loss payee, and to provide proof of such insurance satisfactory to MetTel upon MetTel's request. Customer will be responsible for any damage to or loss of the Rented Equipment, and understands that no such loss or damage to the Rented Equipment will relieve Customer from its obligation to make all Monthly Equipment Rental Charges for the entire Initial Term. MetTel owns the Rented Equipment. Customer agrees to pay when due, either directly or by reimbursing MetTel, for all taxes and fees relating to the Rented Equipment (including, but not limited to, sales or use tax due upfront which will be payable over the Initial Term with a finance charge). Customer's obligations with respect to the Rented Equipment (including, but not limited to, Customer's obligation to pay Monthly Equipment Rental Charges) shall continue on a month to month basis after the end of the Initial Term, or any subsequent Additional Term, unless Customer (A) provides MetTel at least thirty (30) days prior written notice that Customer has determined to return the Rented Equipment at the end of the applicable Initial Term or Additional Term and (B) Customer timely returns the Rented Equipment to the location designated by MetTel, at Customer's expense. If the returned Rented Equipment is not immediately available for use by another customer without need of repair, Customer will reimburse MetTel for all repair costs. Customer understands that MetTel may assign the Rented Equipment and Customer's payment obligations relating to the Rented Equipment to a third-party for financing purposes and that, if assigned, the assignee will have all of MetTel's rights with respect to the Rented Equipment and Customer's payment obligations relating to the Rented Equipment, but will not be subject to any claim, defense, or set-off assertable against MetTel or anyone else. All Schedules, orders or attachments that include equipment are subject to review and approval by MetTel credit, and may require a deposit. Equipment prices do not include shipping charges, which will be the responsibility of Customer. Risk of loss or damage to any Equipment (including portions thereof) and Software purchased outright passes to Customer on delivery to the freight carrier. Notwithstanding the foregoing, if MetTel and Customer enter into a separate rental or finance agreement relating to any equipment provided by MetTel (an "Equipment Use Agreement"), Customer's obligations with respect to such equipment (payment or otherwise) shall be solely governed by the Equipment Use Agreement, and any modification or termination of this Agreement or the Services shall not operate to modify or relieve Customer from any of Customer's obligations under the Equipment Use Agreement. An Equipment Use Agreement may be required for orders with significant Equipment. Amounts owed MetTel under any Equipment Use Agreement are not included in the charges for the Services, Software or Equipment under this Agreement, though such amounts may be invoiced along with the charges owed by Customer to MetTel under this Agreement for Customers convenience.

**19. INSTALLATIONS.** Installation means Service delivery to the demarcation point (the MetTel designated physical interface between the MetTel Service and Customer's telecommunications equipment) which is generally at the MPOE (minimum point of entry). Service, wiring (including extensions of the demarcation point) and equipment for use on Customer's side of the demarcation point are the responsibility of Customer and may be provided by MetTel at an additional cost. Installation does not include buildout or the construction of facilities (if applicable). Cloud-based Services like cloud firewall or SIP call paths are installed and active when the service has been enabled for use in the cloud. Software and Equipment (including Equipment provided in connection with a Service like Starlink) does not include installation except as specified in a Schedule.

## **20. METTEL SOFTWARE.**

**(A) Use.** The following terms apply to any software application embedded in CDS Products and any software application provided to Customer for use with the Service for which there is not a specified monthly payment provided for in a Schedule including, without limitation, the Bruin portal at app.Bruin.com (including any successor, "Portal"), in each case, provided by or on behalf of MetTel ("MetTel Software"). Subject to compliance with this Agreement, and except where a separate license is provided, MetTel hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, revocable license to use such MetTel Software in object code form only and solely by Customer for Customer's internal business purposes in connection with the Services during the Term. MetTel Software will be deemed a Service under this Agreement but not subject to a Term unless otherwise identified and provided as a separate Service under a Schedule to this Agreement or embedded in another Product. Customer may not and may not permit others to (i) provide, disclose or make MetTel Software available to any third party, or (ii) copy, decompile, reverse engineer, disassemble, modify, rent, lease, loan, distribute, or create derivative works (as defined by the U.S. Copyright Act) or improvements (as defined by U.S. patent law) from, the MetTel Software or any portion thereof, or otherwise attempt to discover the source code or underlying ideas, algorithms, structure or organization of, or reproduce the design of, the MetTel Software or components thereof. Customer agrees that MetTel Software contains proprietary content, design, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and will not use or permit use of such proprietary content, information or materials in any way whatsoever except for permitted use of the MetTel Software provided under this Section. Customer shall be solely and exclusively responsible for protecting all account passwords and the use and control of access to Customer's account. Except for limited rights to use MetTel Software, no license under patents, copyrights, trademarks, service marks, trade names or other indicia of origins or other right is granted to Customer in the MetTel Software or in MetTel's trademark, copyright, patent, trade secret or other proprietary rights nor shall any such rights be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

**(B) Feedback.** Customer or its employees may communicate to MetTel suggested modifications, design changes, or improvements to the MetTel Software ("Feedback"). Customer agrees that MetTel will have any and all rights and interests in any Feedback without the payment of any consideration, and that any Feedback will be considered Confidential Information.

**21. CUSTOMER PROPRIETARY NETWORK INFORMATION ("CPNI").** Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to MetTel by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. MetTel will not use, disclose, or permit access to Customer's CPNI except in its provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. To protect customers' CPNI from inappropriate disclosure to unauthorized third parties, MetTel has implemented strict safeguards that restrict the ability of MetTel representatives to disclose certain information to or permit certain changes to accounts

by inbound callers or visitors to MetTel's offices and that regulate MetTel's ability to provide customers with account access over online portals. The FCC permits business customers and their telephone service providers to agree to flexible customer authentication methods that are suited to an efficient business relationship. Customer hereby agrees that its MetTel dedicated account representative and MetTel customer support personnel who are responsible for commercial accounts may disclose Customer CPNI or make changes to Customer's account at the request of persons that they reasonably believe to be Customer's authorized representatives and that MetTel may provide online access to Customer CPNI via the Portal or in any commercially reasonable manner, and that third parties authorized in writing to MetTel may have access to Customer's CPNI. Customer may at any time contact its dedicated account representative to request access to its CPNI. Customer hereby authorizes MetTel to share Customer CPNI with Customer's agents and employees as though such persons were the Customer hereunder; such authorization may be withdrawn as to any person or entity at any time upon written notice to MetTel. Customer agrees that MetTel may share CPNI with its affiliates, agents, and partners relating to business operations, and with businesses acting on MetTel's behalf, to determine if Customer could benefit from the wide variety of MetTel and Affiliate, agent, partner products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing MetTel in writing. Customer's decision regarding MetTel's use of CPNI will not affect the quality of Service MetTel provides to Customer.

**22. FIXED-RATE SERVICES.** For purposes of this Agreement, "Fixed-Rate Services" means Services for which MetTel's underlying rates and charges do not change during the applicable Term. Rates, discounts and terms for any Services for which MetTel's underlying costs from the underlying carrier change are subject to change from time to time, subject to any applicable tariffs.

**23. PRIVATE LINE / MPLS.** Where Customer is ordering private line or MPLS service from MetTel, the end points for which are located in the same state, Customer agrees that MetTel will classify such services as jurisdictionally interstate and pass through applicable taxes and surcharges accordingly, such as the federal Universal Service Fund surcharge, unless by checking this box ☐ [Initials \_\_\_\_] Customer warrants and certifies that ten percent (10%) or less of the traffic across each such service is and will be interstate. Under FCC rules, it is the nature of the traffic itself, and not the physical endpoints of the facility provided by MetTel, that determines jurisdiction. For example, Internet traffic is interstate when used to connect to content delivered from a different state or country. Customer shall notify MetTel within 15 days if the foregoing certification is no longer valid.

**24. LEGAL AND REGULATORY CHANGES.** If any law, regulation or other action of a government authority (collectively a "Government Action") after the Effective Date affects the charges or allocation or collection of costs under this Agreement, the parties agree that MetTel may adjust the charges under this Agreement to conform to such Government Action while collecting the same charges that would have been collected absent the Government Action.

**25. SUNSET AND TECHNOLOGY TRANSITION.** MetTel will not sunset any Services during the Term without providing Customer at least 30 days prior written notice or, if longer, such period required by applicable law, prior to the sunset date and will continue to provide the sunseting Services at the rate provided in this Agreement through the sunset date, after which such Services will be disconnected. No Service disconnected in connection with a sunset by MetTel will incur termination charges. Customer may elect to terminate the sunseting Services at any time during the period preceding the sunset date, at which time MetTel will provide reasonable assistance in coordinating cutover to Services provided by other carriers. In addition, MetTel may transition Products to alternatives providing substantially similar functionality provided the aggregate monthly recurring charges for the new Products are not greater than such charges for the Product being replaced. Such replacements will not be a sunset within the meaning of this Section.

**26. CREDIT REVIEW.** Service acceptance by MetTel is subject to MetTel's initial and continuing credit approval procedures and policies. MetTel reserves the right to withhold initiation or full implementation of any or all Services or delivery of any equipment under this Agreement pending MetTel's satisfactory review and approval thereof which may be conditioned upon terms specified by MetTel, including but not limited to security for payments due hereunder.

**27. TECHNOLOGY MIGRATION.** Customer has retained MetTel to assist with technology migration and replacement of its TDM voice Services such as POTS, Centrex, PRI and BRI (collectively, "Legacy Services") with new technology. As such, Customer agrees and hereby requests that wherever reasonably possible MetTel replace any Legacy Services provided under this Agreement with alternate Products (including without limitation, Services using Voice over IP) providing substantially similar functionality, provided in each case that the aggregate monthly recurring charges for the replacement Products (excluding taxes and surcharges) are not greater than such charges for the replaced Legacy Service, and that such charges will not be increased over a new thirty-six month Initial Term that the parties agree will begin upon activation of the replacement Product ("Replacement Product"). Upon either party's request the parties will prepare and execute a Schedule setting forth the Replacement Product and will work in good faith to complete conversion to the Replacement Product, including without limitation, by providing site access to complete the installation.

**28. RECORDS.** MetTel shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of MetTel transacted under this Agreement. MetTel shall retain these books, records, and systems of account during the Term and for three (3) years after the earlier of (i) the Term or (ii) the date of termination. Upon reasonable notice, MetTel shall provide to Oakland Unified School District, its agent, other representatives, or an independent auditor with any Service-related billing records, reports or any other documents or records that were previously provided hereunder that Customer may reasonably request for the purposes to audit, examine, and review related to the Services covered by this Agreement. MetTel will maintain, and provide Customer with access to such records, documents and other information at MetTel's offices, at a reasonable time as determined in MetTel's sole discretion, provided that the records retention period will extend until such time as all pending matters relating to this Agreement (e.g., disputes) are closed.

**29. NON-DISCRIMINATION.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, MetTel agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code section 12900 and Labor Code section 1735 and OUSD policy. In addition, MetTel agrees to require like compliance by all its subcontractor (s). MetTel shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital

status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

**30. COMPLIANCE WITH CALIFORNIA AND FEDERAL LAWS.** MetTel shall comply with all applicable California and Federal laws, regulations, and ordinances. This includes, but is not limited to, compliance with the California Labor Code 6401.9 (Workplace Violence Prevention Plans), as well as any other laws related to labor, employment, safety, health, and environmental regulations. The MetTel shall ensure that all activities and services conducted under this Agreement are in strict compliance with such laws and regulations.

**31. DRUG-FREE/SMOKE FREE POLICY.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, vendors, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.

**32. SIGNATURE AUTHORITY.**

Each party has the full power and authority to enter into and perform this Agreement, and the person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.


**33. CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this Agreement unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD.

The Parties further agree that the full execution of this Agreement as set forth below shall document proper authority, formal approval or valid and proper execution and fully satisfy Section 32 and 33 of this Agreement.



**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized officers, each copy of which will for all purposes be deemed to be an original.

**AGREED AND ACCEPTED:**

Customer: Oakland Unified School District  
Billing Address: 1011 Union Street, Oakland CA 94607  
Signature By   
Print Name and Title Susan Beltz, Chief Technology Officer  
Contact Tel 510-879-8873 E-mail susan.beltz@ousd.org  
Fed. Tax ID \_\_\_\_\_

Formally approved by OUSD Governing Board or Executed by  
OUSD Superintendent / Chief / Deputy Chief empowered by the  
education Code or Board Policy valid on the date signed below.

I am authorized by OUSD and its Governing Board to verify the  
above statement and execute this contract.

Customer: Oakland Unified School District

Signature By \_\_\_\_\_  
Print Name and Title \_\_\_\_\_  
Contact Tel \_\_\_\_\_ E-mail \_\_\_\_\_  
Date \_\_\_\_\_

Manhattan Telecommunications Corporation LLC  
Signature By \_\_\_\_\_ Digitally signed by Joe  
Farano  
Print Name: \_\_\_\_\_ DN: cn=Joe Farano,  
Title \_\_\_\_\_ o=MetTel, ou=General  
Counsel,  
Date \_\_\_\_\_ email=jfarano@mettel.net,  
c=US  
Date: 2025.06.30 16:08:37  
-04'00'

Approved as to form by:



7/1/2025

Josh Cumming  
Project Attorney  
Office of the General Counsel

Date



**Client:** La Escuelita Educational Complex - Oakland  
**Date:** 7/18/2025  
**Term:** 36 Months  
**Unified School District**

**Quote ID:** SQ-19918  
**Offer Expires:** 9/16/2025

### PIAB Service

QTY	Products Details	Standard MRC	Total MRC Charge
3	Specialty User w/Bruin License	\$ 29.99	\$ 89.97
	1GB Pooled Plan Per Device		
	Private Static IP address		
	Dual SIM Solution		
	DRI Install Kit		
0	Rented Equipment- Edge 9010 - Installed	\$ 15.00	\$ -
1	Rented Equipment- Edge 9090 - Installed	\$ 20.00	\$ 20.00
3	Estimated Surcharges	\$ 6.79	\$ 20.37
QTY	Products Details	Standard NRC	Total NRC Charge
1	Activation Fee	\$ 100.00	\$ 100.00
Total Monthly Recurring Charges			\$ 130.34
Total Non Recurring Charges			\$ 100.00

Additional components may be required, consult your sales engineer for delivery options.

Taxes, Regulatory Fees and Surcharges are additional and not included above.

Wireline Internet access not included in above. MetTel provided wireless service is intended as a back up to wireline Internet Service. The Edge 9010/9090 includes one Technician visit credit of up to 3 hours with up to \$500 applied towards installation charges. If number porting is required, the Edge 9090 includes a second, up to 3 hour Technician visit, with a credit of up to \$500 towards installation charges. Regular on-Site installation fees apply at \$250 for the 1st Hour and \$125.00 each additional hour during normal business hours; any amount of MetTel Technician time in addition to the Time Allotment as stated here, and in the Statement of Work, will be charged to the Customer at the rates stated above (during normal business hours of 9am-5pm, Monday through Friday). Wireless pooled plan overage rate is \$11.00 per GB

Shipping, taxes, regulatory fees and surcharges are not included above. The foregoing Products are being purchased in accordance with the terms and conditions of the Master Service Agreement entered into by and between Customer and MetTel ("MSA"). The effective date of the Initial Term for any Product will be the date that the applicable Product is installed, delivered and/or available for use, as applicable, or, for existing Products, the date this Schedule becomes effective. This document shall constitute a "Schedule" to the MSA and is subject to the terms and conditions of the MSA. Capitalized terms used but not defined have the meanings given to them in the MSA.

7/17/2025

Authorized Signature:

Susan Beltz

Date:

Print Name:

1011 Union Street

Billing Address (if different than Service Address):

Oakland

CA

94607

City:

State:

ZIP:

All Quotes are valid pending a completed and successful Credit Review by MetTel

**Thank you for your business!**

**CONFIDENTIAL**