

20170424-4270



201602252587UA

AT&T MA Reference No. 201602252587UA

AT&T Contract ID No. SDN2PWKD2

**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

Customer	AT&T
Mount Diablo Unified School District Street Address: 1936 Carlotta Drive City: Concord State/Province: CA Zip Code: 94519 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Joseph Estrada Title: Director of Technology and Information Services Street Address: 1936 Carlotta Drive City: Concord State/Province: CA Zip Code: 94519 Country: USA Telephone: 925-682-8000 Email: estradaj@mdusd.org Customer Account Number or Master Account Number:	Name: Heather Michels Street Address: 5001 Executive Parkway City: San Ramon State/Province: CA Zip Code: 94583 Country: USA Telephone: 925-823-1570 Email: hw3263@att.com Sales/Branch Manager: Laine SCVP Name: Congo Sales Strata: WEST Sales Region: GEM With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Unless otherwise specified herein, Services purchased under this Pricing Schedule must be managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf which is incorporated herein by reference and is subject to change by AT&T.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Nellie Meyer</i>	By: <i>Cheryl Wankowski</i>
Printed or Typed Name: Nellie Meyer, Ed.D.	Printed or Typed Name: Cheryl Wankowski
Title: Superintendent MDUSD	Title: SENIOR CUSTOMER CONTRACTS
Date: April 21, 2017	Date: 25 Apr 2017

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

js406h

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by 12/31/17.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

AT&T Switched Ethernet ServiceSM

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

Service Providers

AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, if applicable). In such a case, the Minimum Payment Period for each Service Component in service at the expiration of the original Pricing Schedule Term (and of the first Extension Period, if the second Extension Period is exercised) shall be extended for 12 months for each Extension Period exercised.

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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	36 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein (Customer Port Connection MRCs and Bandwidth MRCs for Adds are set forth in section 5.1.2 below).

4.2 Moves

Per applicable Service Publication

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A.

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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

5.1.2 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

Port Connection MRC

Port Connection Type/Speed	MRC
Basic 100 Mbps	\$167.00
Basic 1 Gbps	\$167.00
Basic 10 Gbps	\$750.00
Basic 100 Gbps	\$2,390.25

Bandwidth MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

Bandwidth MRC (for 100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$ 38.20	\$ 49.00	\$ 59.80	\$ 70.60	\$ 81.40
4 Mbps	\$ 46.75	\$ 58.00	\$ 69.25	\$ 80.50	\$ 91.75
5 Mbps	\$ 51.03	\$ 62.50	\$ 73.98	\$ 85.45	\$ 96.93
8 Mbps	\$ 59.58	\$ 71.50	\$ 83.43	\$ 95.35	\$ 107.28
10 Mbps	\$ 69.84	\$ 82.30	\$ 94.77	\$ 107.23	\$ 119.70
20 Mbps	\$ 102.33	\$ 116.50	\$ 130.68	\$ 144.85	\$ 159.03
50 Mbps	\$ 153.63	\$ 170.50	\$ 187.38	\$ 204.25	\$ 221.13
100 Mbps	\$ 226.30	\$ 247.00	\$ 261.62	\$ 283.05	\$ 305.55
150 Mbps	\$ 269.05	\$ 282.85	\$ 286.85	\$ 309.54	\$ 333.37
250 Mbps	\$ 312.08	\$ 312.08	\$ 312.08	\$ 336.03	\$ 361.18
400 Mbps	\$ 337.31	\$ 337.31	\$ 337.31	\$ 362.52	\$ 389.00
500 Mbps	\$ 362.54	\$ 362.54	\$ 362.54	\$ 389.02	\$ 416.82
600 Mbps	\$ 387.77	\$ 387.77	\$ 387.77	\$ 415.51	\$ 444.63
1000 Mbps	\$ 413.00	\$ 413.00	\$ 413.00	\$ 442.00	\$ 472.45

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AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)

Bandwidth MRC (for 10 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
1000 Mbps	Same as 1000 Mbps rates for 100 Mbps and 1 Gbps Basic Port Connections				
2000 Mbps	\$ 211.88	\$ 262.50	\$ 313.13	\$ 363.75	\$ 414.00
2500 Mbps	\$ 302.09	\$ 302.09	\$ 354.69	\$ 409.93	\$ 467.92
4000 Mbps	\$ 341.67	\$ 341.67	\$ 396.25	\$ 453.57	\$ 513.75
5000 Mbps	\$ 381.25	\$ 381.25	\$ 437.82	\$ 497.21	\$ 559.57
7500 Mbps	\$ 420.84	\$ 420.84	\$ 475.14	\$ 536.40	\$ 605.39
9500 Mbps	\$ 460.42	\$ 460.42	\$ 487.57	\$ 549.45	\$ 651.21
10000 Mbps	\$ 500.00	\$ 500.00	\$ 500.00	\$ 562.50	\$ 697.04

Bandwidth MRC (for 100 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
10 Gbps	Same as 10000 Mbps rates for 10 Gbps Basic Port Connections				
15 Gbps	\$ 2,609.75	\$ 2,859.75	\$ 2,609.75	\$ 2,859.75	\$ 3,122.25
20 Gbps	\$ 3,026.42	\$ 3,297.25	\$ 3,026.42	\$ 3,297.25	\$ 3,581.63
25 Gbps	\$ 3,443.09	\$ 3,734.75	\$ 3,443.09	\$ 3,734.75	\$ 4,041.00
30 Gbps	\$ 3,859.75	\$ 4,172.25	\$ 3,859.75	\$ 4,172.25	\$ 4,500.38
35 Gbps	\$ 4,276.42	\$ 4,609.75	\$ 4,276.42	\$ 4,609.75	\$ 4,959.75
40 Gbps	\$ 4,693.09	\$ 5,047.25	\$ 4,693.09	\$ 5,047.25	\$ 5,419.13
45 Gbps	\$ 5,109.75	\$ 5,484.75	\$ 5,109.75	\$ 5,484.75	\$ 5,878.50
50 Gbps	\$ 5,526.42	\$ 5,922.25	\$ 5,526.42	\$ 5,922.25	\$ 6,337.88
60 Gbps	\$ 5,943.09	\$ 6,359.75	\$ 5,943.09	\$ 6,359.75	\$ 6,797.25
70 Gbps	\$ 6,359.75	\$ 6,797.25	\$ 6,359.75	\$ 6,797.25	\$ 7,256.63
80 Gbps	\$ 6,776.42	\$ 7,234.75	\$ 6,776.42	\$ 7,234.75	\$ 7,716.00
90 Gbps	\$ 7,193.09	\$ 7,672.25	\$ 7,193.09	\$ 7,672.25	\$ 8,175.38
100 Gbps	\$ 7,609.75	\$ 8,109.75	\$ 7,609.75	\$ 8,109.75	\$ 8,634.75

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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Feature MRC

Feature	MRC
Enhanced Multicast	\$70.00

5.1.3 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Special Conditions for 10 Gbps Customer Port Connections

Basic Ports with transmission speeds of 10 Gbps are available only under certain custom/ICB contracting arrangements and are not fully supported by the Network on Demand process at this time. If Customer has any 10 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. If Customer wishes to increase the CIR above the initially contracted port configuration or make any changes other than as set forth above, Customer must contact AT&T using standard processes to determine whether such changes can be made and whether any modifications to Customer's contract may be required. Requests for EVC CIR above the limits set forth above will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

6.2 Special Conditions for 100 Gbps Customer Port Connections

Basic Ports with transmission speeds of 100 Gbps are available only under certain custom/ICB contracting arrangements. If Customer has any 100 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment X, Table Y), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Requests for EVCs greater than 1Gbps and up to 20Gbps will be considered on an Individual Case Basis (ICB) based on the specific facilities and intended ports to be part of the EVC. Approved configurations will be programmed into the Business Center portal and customer will be able to make changes to reduce the CIR or drop ports from the EVC using the portal, as well as increase the CIR back up to the original approved maximum. Requests to add additional ports to that same EVC, or to increase CIR above the originally approved speeds, will require a new ICB request to ensure the additions can be supported. Real Time Class of Service is not available for EVCs exceeding 1 Gbps.

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by 12/31/17.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)

ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
 Mount Diablo Unified School District

A-1 Rates and Charges; Initial Quantities

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / EYQFX	11	\$ 167.00
250Mb CIR / Business Critical Medium - Basic Only / R6EQX	2	\$ 312.08
500Mb CIR / Business Critical Medium - Basic Only / R6ETX	9	\$ 362.54
1000Mb CIR / Business Critical Medium - Basic Only / R6EZX	5	\$ 413.00
Customer Port Connection - 10 Gig / Basic / EYQGX	5	\$ 750.00
10000Mb CIR / Business Critical Medium - Basic Only / R61SX	1	\$ 500.00
Customer Port Connection - 100 Gig / Basic / EY7AG	1	\$ 2,390.25

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

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--	--

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A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address, City, State	Jurisdiction
1.	1936 Carlotta Drive, Concord, CA 94520	Intrastate
2.	201 Viking Drive, Pleasant Hill, CA 94523	Intrastate
3.	4200 Concord Blvd, Concord, CA 94521	Intrastate
4.	2450 Grant St, Concord, CA 94520	Intrastate
5.	425 Castle Rock Rd, Walnut Creek, CA 94598	Intrastate
6.	755 Oak Grove Road, Concord, CA 94518	Intrastate
7.	300 Diablo View Ln, Clayton, CA 94517	Intrastate
8.	1750 West Street, Concord, CA 94521	Intrastate
9.	2775 Cedro Lane, Walnut Creek, CA 94598	Intrastate
10.	2050 Minert Road, Concord, CA 94518	Intrastate
11.	5522 Pine Hollow Road, Concord, CA 94521	Intrastate
12.	1 Santa Barbara Road, Pleasant Hill, CA 94523	Intrastate
13.	205 Pacifica Ave, Bay Point, CA 94565	Intrastate
14.	265 Boyd Road, Pleasant Hill, CA 94523	Intrastate
15.	181 Viking Drive, Pleasant Hill, CA 94523	Intrastate
16.	1266 San Carlos Avenue, Concord, CA 94518	Intrastate
17.	1480 Gasoline Alley, Concord, CA 94519	Intrastate

Table 2 – Service Components and Features associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1.	100 Gbps Basic	N/A	10000 Mbps	Bus. Critical - Med.	No	No
2.	10 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
3.	10 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
4.	10 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No

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AT&T Switched Ethernet ServiceSM (with Network On Demand)
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Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
5.	10 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
6.	10 Gbps Basic	1000 Mbps	N/A	Bus. Critical - Med.	No	No
7.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
8.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
9.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
10.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
11.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
12.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
13.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
14.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
15.	1 Gbps Basic	500 Mbps	N/A	Bus. Critical - Med.	No	No
16.	1 Gbps Basic	250 Mbps	N/A	Bus. Critical - Med.	No	No
17.	1 Gbps Basic	250 Mbps	N/A	Bus. Critical - Med.	No	No

End of Document



E-rate Rider Category 1 Services, Facilities and/or Equipment

ATTACHMENT TO AT&T Switched Ethernet Service (With Network on Demand) Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate) (Agreement") FOR

SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by [AT&T] ("AT&T") and Mount Diablo Unified School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply when Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment") as part of its service from AT&T pursuant to FCC order # 99-216 ("Tennessee Decision"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit pathway support structure ("CPSS") installed by AT&T in order to bring Service to Customer's demarcation point.

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

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components 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"). 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:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue USAC/SLD approval for them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (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

CONFIDENTIAL INFORMATION

1 of 5

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-rate Rider Category 1 Services, Facilities and/or Equipment

472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

7. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. Customer 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 delay, or not approve funding.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer 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.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS

CONFIDENTIAL INFORMATION

2 of 5

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*



E-rate Rider Category 1 Services, Facilities and/or Equipment

DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

(ii). Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

8. AT&T Owned Equipment - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the construction associated with the delivery of the underlying Service.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by the Service Agreement) within the Premises at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time after the termination of the Service.

CONFIDENTIAL INFORMATION

3 of 5

*This agreement is for use by the authorized employees of the parties hereto only
and is not for general distribution within or outside the companies.*



E-rate Rider Category 1 Services, Facilities and/or Equipment

B. Terms of Equipment Usage – E-Rate Category 1 Funding

Pursuant to the Tennessee Decision referenced above, the Parties agree:

- The same service provider will supply the Equipment and associated eligible Category 1 telecommunications services or Internet access services.
- The Equipment is owned by AT&T. Ownership of the Equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment.
- AT&T will provide and maintain the Equipment on the Premise as part of these services.
- The Equipment is capable of servicing other customers of the service provider. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- The Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.
- The Local Area Network for data communications of the school or library is functional without dependence on the Category1 Equipment. Customer will provide equipment within their LAN to connect to the Category 1 Equipment.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

C. Customer Site Obligations

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

D. PATH - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

E. SPACE – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any Demarcation Point location which is further than the closest practicable point to the Minimum Point of Entry (MPOE) in the building will require custom work which is not eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

F. ENVIRONMENTAL – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

G. POWER - GROUND - Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

CONFIDENTIAL INFORMATION

4 of 5

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E-rate Rider Category 1 Services, Facilities and/or Equipment

9. Customer Owned Facilities – General Terms and Conditions.

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit pathway support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate -- in accordance with the designs agreed to within the Statement of Work, Scope of Work, or other documents, approved by the parties in connection with this project -- such Facilities and such additional or replacement Facilities as AT&T may from time to time deem necessary or desirable for the provision of the Services contemplated by the Service Agreement, at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing and replacing such Facilities. All Facilities brought onto the Premises by AT&T will be deemed the property of Customer.
- Confirms that Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities;
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

10. Choice of Funding Method

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Beginning with the 2016 Program Year, Applicants will file their BEAR forms online in the E-rate Productivity Center (EPC). Applicants will receive their payments from USAC directly to their bank accounts without any Service Provider involvement. The Applicant will need to complete an FCC Form 498 to obtain an Applicant 498 ID and to notify USAC of their banking information. It is solely the Applicant's responsibility to ensure the accuracy of the BEAR submission and the amounts sought to be recovered through the E-rate Program.

Service Provider Invoice Form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

CONFIDENTIAL INFORMATION

5 of 5

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E-rate Rider
Category 1 Services, Facilities and/or Equipment

SO AGREED by the Parties' respective authorized signatories:
Insert E-Rate Billed Entity Number (BEN): 144178

Mount Diablo Unified School District (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Nellie Meyer</i>	By: <i>Cheryl Wankowski</i>
Name: <i>Nellie Meyer, Ed.D.</i>	Name: Cheryl Wankowski
Title: <i>Superintendent MDUSD</i>	Title: SENIOR CUSTOMER CONTRACTS
Date: <i>April 21, 2017</i>	Date: 25 Apr 2017