



201602252587UA
 AT&T MA Reference No. 201602252587UA
 AT&T Contract ID No. SDNA1S0Y0T

**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 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: Richard Laine SCVP Name: Chris Congo Sales Strata: West Sales Region: SLED <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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:	By:
Printed or Typed Name: Rose Ramos	Printed or Typed Name: Veronica Danao
Title: Chief Business Officer	Title: Contract Specialist CGI
Date: 3/12/19	Date: 19 Mar 2019 GK9640

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
--	--

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	---

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	Sixty (60) 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

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	Sixty (60) 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.

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	---

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

4. ADDS; MOVES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A (“Adds”) are not permitted.

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.

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	\$150.00
Basic 1 Gbps	\$150.00
Basic 10 Gbps	\$308.00
Basic 100 Gbps	\$685.25

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

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

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	\$44.10	\$44.10	\$53.81	\$64.00	\$74.70
4 Mbps	\$63.17	\$63.17	\$73.83	\$85.02	\$96.78
5 Mbps	\$82.24	\$82.24	\$93.86	\$106.05	\$118.85
8 Mbps	\$101.31	\$101.31	\$113.88	\$127.07	\$140.93
10 Mbps	\$120.38	\$120.38	\$133.90	\$148.10	\$163.00
20 Mbps	\$139.45	\$139.45	\$153.92	\$169.12	\$185.08
50 Mbps	\$158.52	\$158.52	\$173.95	\$190.14	\$207.15
100 Mbps	\$177.59	\$177.59	\$193.97	\$211.17	\$229.23
150 Mbps	\$196.66	\$196.66	\$213.99	\$232.19	\$251.30
250 Mbps	\$215.73	\$215.73	\$234.01	\$253.21	\$273.38
400 Mbps	\$234.80	\$234.80	\$254.04	\$274.24	\$295.45
500 Mbps	\$253.87	\$253.87	\$274.06	\$295.26	\$317.53
600 Mbps	\$272.94	\$272.94	\$294.08	\$316.29	\$339.60
1000 Mbps	\$292.00	\$292.00	\$314.10	\$337.31	\$361.68

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

**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	\$292.00	\$292.00	\$322.00	\$353.50	\$386.58
2500 Mbps	\$553.13	\$553.13	\$596.19	\$641.40	\$688.86
4000 Mbps	\$814.25	\$814.25	\$870.37	\$929.29	\$991.15
5000 Mbps	\$1,075.38	\$1,075.38	\$1,144.55	\$1,217.18	\$1,293.43
7500 Mbps	\$1,336.50	\$1,336.50	\$1,418.73	\$1,505.07	\$1,595.72
9500 Mbps	\$1,597.63	\$1,597.63	\$1,692.91	\$1,792.96	\$1,898.00
10000 Mbps	\$1,858.75	\$1,858.75	\$1,967.09	\$2,080.85	\$2,200.29

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	\$1,858.75	\$1,858.75	\$1,985.95	\$2,119.51	\$2,259.75
20 Gbps	\$2,471.75	\$2,471.75	\$2,629.60	\$2,795.35	\$2,969.38
25 Gbps	\$3,002.94	\$3,002.94	\$3,187.35	\$3,380.98	\$3,966.60
30 Gbps	\$3,534.12	\$3,534.12	\$3,745.09	\$3,966.60	\$4,552.23
35 Gbps	\$4,065.30	\$4,065.30	\$4,302.83	\$4,552.23	\$5,137.86
40 Gbps	\$4,596.48	\$4,596.48	\$4,860.57	\$5,137.86	\$5,723.49
45 Gbps	\$5,127.66	\$5,127.66	\$5,418.31	\$5,723.49	\$6,309.12
50 Gbps	\$5,658.85	\$5,658.85	\$5,976.05	\$6,309.12	\$6,894.74
60 Gbps	\$6,190.03	\$6,190.03	\$6,533.79	\$6,894.74	\$7,480.37
70 Gbps	\$6,721.21	\$6,721.21	\$7,091.53	\$7,480.37	\$8,066.00
80 Gbps	\$7,252.39	\$7,252.39	\$7,649.27	\$8,066.00	\$8,651.63
90 Gbps	\$7,783.57	\$7,783.57	\$8,207.01	\$8,651.63	\$9,118.47
100 Gbps	\$8,314.75	\$8,314.75	\$8,764.75	\$9,237.25	\$9,733.38

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

**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 March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

**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
1000Mb CIR / Business Critical Medium - Basic Only / R6EZC	32	\$292.00
20000Mb CIR / Business Critical Medium - Basic Only / R613X	1	\$2,471.75
Customer Port Connection - 10 Gig / Basic / EYQGX	32	\$308.00
Customer Port Connection - 100 Gig / Basic / EY7AG	1	\$685.25

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

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	Intrastate
2	1371 Detroit Avenue	Concord	CA	Intrastate
3	500 Glacier Dr.	Martinez	CA	Intrastate
4	5880 Mount Zion Dr.	Clayton	CA	Intrastate
5	2097 Oak Park Blvd.	Pleasant Hill	CA	Intrastate
6	1135 Lacey Ln.	Concord	CA	Intrastate
7	1400 Dina Drive	Concord	CA	Intrastate
8	761 San Simeon Drive	Concord	CA	Intrastate
9	2217 Chalomar Road	Concord	CA	Intrastate
10	3841 Larkspur Drive	Concord	CA	Intrastate

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

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

Port ID #	Street Address	City	State	Jurisdiction
11	1861 Silverwood Drive	Concord	CA	Intrastate
12	3339 Wren Ave.	Concord	CA	Intrastate
13	2448 Floyd Lane	Concord	CA	Intrastate
14	1748 West Street	Concord	CA	Intrastate
15	5120 Myrtle Drive	Concord	CA	Intrastate
16	1705 Thornwood Drive	Concord	CA	Intrastate
17	1649 Claycord Ave	Concord	CA	Intrastate
18	1326 Pennsylvania Blvd	Concord	CA	Intrastate
19	530 Kiki Drive	Pleasant Hill	CA	Intrastate
20	1 Corritone Court	Pleasant Hill	CA	Intrastate
21	416 Gladys Drive	Pleasant Hill	CA	Intrastate
22	277 Boyd Road	Pleasant Hill	CA	Intrastate
23	2400 Lisa Lane	Pleasant Hill	CA	Intrastate
24	351 Marina Rd	Bay Point	CA	Intrastate
25	611 Pacifica Ave.	Bay Point	CA	Intrastate
26	663 Canal Road	Bay Point	CA	Intrastate
27	2200 Parish Drive	Walnut Creek	CA	Intrastate
28	3275 Peachwillow Lane	Walnut Creek	CA	Intrastate
29	180 Cerezo Drive	Walnut Creek	CA	Intrastate
30	1026 Mohr Lane	Concord	CA	Intrastate
31	2916 Rio Verde	Pittsburg	CA	Intrastate
32	3333 Ronald Way	Concord	CA	Intrastate
33	2730 Salvio Street	Concord	CA	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 Mbps Basic	N/A	2000 Mbps	Bus. Critical - Med	No	No
2	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
3	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by March 1, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
---	--

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

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
4	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
5	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
6	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
7	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
8	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
9	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
10	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
11	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
12	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
13	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
14	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
15	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
16	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
17	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
18	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
19	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
20	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
21	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
22	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
23	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
24	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
25	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
26	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
27	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
28	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
29	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
30	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
31	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
32	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No
33	10 Gbps Basic	N/A	1000 Mbps	Bus. Critical - Med	No	No

End of Document



E-Rate Rider

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

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

This Attachment ("Attachment"), entered into by **AT&T Corp.** [Insert name of AT&T affiliate] ("AT&T") and Mt. 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 if and when the Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment"). 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" or "Facilities") 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. 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.
2. 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. 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.
3. 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 Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
4. 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.
5. 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)

CONFIDENTIAL INFORMATION

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

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 a revised agreement with AT&T to develop revised services and terms 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, and/or special construction 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.

6. 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. The Services term begins on the latter of July 1 or installation and delivery of those services, and will continue for the term stated in the Agreement.

(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.

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 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. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(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 rejection of 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.

CONFIDENTIAL INFORMATION

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

7. 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 installation associated with the delivery of the underlying Service. 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. 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.

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. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- 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.

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

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

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:

A. **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.

B. **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 Minimum Point of Entry (MPOE)/ 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 MPOE in the building will require custom work which may not be eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

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

CONFIDENTIAL INFORMATION

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.

3 of 5



E-Rate Rider

D. **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.

9. Customer Premise Support Structure ("CPSS") - 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.
- 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, once installed and functional, will be deemed the property of Customer.
- Confirms that once the Facilities are installed, the 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.

Terms Applicable to CALNET customers with the following services:

If purchasing this Service under a Calnet contract, the following terms shall apply:

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS).
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer Site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

10. USAC Invoicing Method

AT&T will follow Service Provider invoicing requirements for the E-Rate Program, and will accommodate either the Service Provider Invoice Form ("SPI") - Form 474 - or Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered.

CONFIDENTIAL INFORMATION

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

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer shall NO LATER THAN 120 days prior to their Last Date to Invoice notify AT&T of its SPI election, provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer understands and agrees that invoices are due and payable in full by their stated due date unless and until these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx> .
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

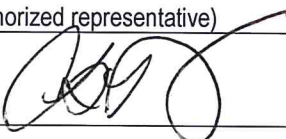
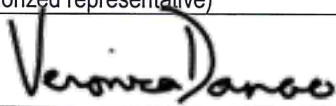
11. Reimbursement of USAC/SLD

Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC/SLD (i) seeks recovery from AT&T for disbursed 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 (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds requests (other than as the result of AT&T's failure to comply with the E-Rate requirements), then AT&T shall reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer shall (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC/SLD, each within ninety (90) days of notice from USAC/SLD. 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. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Name: <i>Rose Ramos</i>	Name: Veronica Danao
Title: <i>Chief Business Officer</i>	Title: Contract Specialist CGI
Date: <i>3/12/19</i>	Date: 19 Mar 2019 GK9640

CONFIDENTIAL INFORMATION

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.