



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory
in the State of California
Pursuant to Tariff(s) and/or Guidebook**

Pricing Schedule to AT&T Agreement Reference No. _____

CUSTOMER ("Customer")	AT&T ("AT&T")
Customer Legal Business Name Street Address: City: State: Zip Code: Billing Address (if different) Street Address: City: State: Zip Code:	For purposes of this Pricing Schedule, AT&T means the Service Provider(s) specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact
Name: Title: Telephone: Fax: Email: Address for Notices <input type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address Address for Notices (if different) Street Address: City: State: Zip Code:	Name: Title: Telephone: Fax: Email: Street Address: City: State: Zip Code: <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule ("Pricing Schedule") is an attachment to the Master Agreement between AT&T and Customer referenced above, and is part of the parties' Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider within its respective service area. References to "Pricing Schedule" refer to this Pricing Schedule and any attachments attached hereto, and referencing this document.

[] By initialing, Customer hereby acknowledges receipt of the AT&T customer building / site preparation document for OPT-E-MAN Service which describes the physical conditions of customer premises that must be made available before Service can be installed. Note: Customer site preparation is a major factor impacting service implementation dates.

Service Provider: Pacific Bell Telephone Company d/b/a AT&T California

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory
in the State of California
Pursuant to Tariff(s) and/or Guidebook**

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

1. DEFINITIONS

“Cutover” of a Service Component occurs when the Service Component is first provisioned and made available for Customer’s use at any single Site pursuant to this Pricing Schedule.

2. GENERAL DESCRIPTION OF SERVICE(S) TO BE PROVISIONED, INSTALLED AND MAINTAINED.

Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff(s) and/or Guidebook. The order of priority of the documents that form this agreement is: this Pricing Schedule; the Master Agreement; and Tariffs and/or Guidebook; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

Service	Description
OPT-E-MAN®	<p><u>OPT-E-MAN® Service.</u> OPT-E-MAN® Service transparently interconnects two or more Customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. OPT-E-MAN® Service provides dedicated bandwidth from 2 Mbps up to 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface.</p> <p>Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and OPT-E-MAN® Service is available. OPT-E-MAN® Service offers logical point-to-point or point-to-multipoint or multipoint-to-multipoint configurations that support Ethernet-to-Ethernet LAN connections. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable Tariff or Guidebook.</p>

3. TERM START DATE; PRICING SCHEDULE TERM; MINIMUM PAYMENT PERIOD; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

Unless otherwise stated herein, the Term Start Date shall begin on the later of (1) Cutover of the first Service Component at the first Customer Site, or (2) the Effective Date or (3) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service(s). The term of this Pricing Schedule shall be **XXXXX (XX)** months after the Term Start Date (“Pricing Schedule Term”). Unless otherwise stated herein, the Minimum Payment Period for all Service Components included in this Pricing Schedule is **XXXXX (XX)** months.

Rates or discounts under this Pricing Schedule shall be applied on the Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s).

Upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) (which will require Customer to take all steps required by AT&T to terminate the Service(s)), or (b) continue using the Service(s) on a month-to-month service arrangement, during which the prices in the Pricing Schedule will automatically be changed to the then-current monthly extension rates (if any) or month-to-month rate specified in the applicable Tariff or Guidebook. After expiration of the Pricing Schedule Term, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days’ notice.

This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.

New Service Component(s) in at least the minimum quantities specified in Section 11.2 must be ordered under this Pricing Schedule with a scheduled installation date not later than six (6) months after the Term Start Date.



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory
in the State of California
Pursuant to Tariff(s) and/or Guidebook**

4. ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

“Add or Upgrade in Service” is defined as: Additional Service(s) or Service Component(s), or upgrade to a higher bandwidth capacity (increase in the Committed Information Rate (CIR)), and/or to a higher Grade of Service, at location(s) listed in Section 12 of this Pricing Schedule.

Add or Upgrade in Service permitted under this Pricing Schedule is defined by Service Category in Section 4.1 below and limited to Add or Upgrade in Service within the specified category of Service. If the equipment and facilities (such as outside plant, cable, capacity and memory) are available, Service provided herein as requested by Customer as a Add or Upgrade in Service will (unless otherwise provided below) be at the monthly recurring rates and non-recurring charges, if applicable, as provided in Section 11.2. If the equipment or facilities are not available, special construction charges may apply. For additional Service, Customer will be responsible for payment for the new Service Component(s) in addition to the any Service Component(s) initially or subsequently installed under this Pricing Schedule. For an Upgrade, Customer will be responsible for payment for the Upgraded Service Component(s) in lieu of the charge for the Service Component(s) receiving the Upgrade and the Upgrade will be coterminous with the Minimum Payment Period for the Service Component(s) being Upgraded, but downgrade of any Service Component(s) will result in termination charges as identified elsewhere within this Pricing Schedule. Upgrades may be purchased at any time during the Pricing Schedule Term.

Unless otherwise stated herein, for all other installations, adds, moves and changes of any Service Component provided hereunder, Customer will pay the prevailing Tariff or Guidebook recurring and non-recurring charge. If the Service or Service Component is available only under an individual case pricing, then for all other installations, adds, moves and changes of any Service or Service Component provided hereunder Customer will pay AT&T's price for such installation, add, move or change, as determined by AT&T at the time of the installation, add, move or change.

For the Service Component(s) listed under the “Quantity New” column in Section 11.2 below, the monthly rate per USOC as provided in Section 11.2 includes the non-recurring charge (or portion thereof) to initially provision and install the new Service(s).

The Minimum Payment Period for all new Service(s) will end on the expiration date of this Pricing Schedule. Adds may be purchased at any time during the Pricing Schedule Term. Termination liability as identified in this Pricing Schedule applies for all Add or Upgrade in Service.

4.1. Add & Upgrade Capability

Service Category	Add & Upgrade Capability
OPT-E-MAN®	<p>Upgrade in the Committed Information Rate (CIR) or Grade of Service up to the maximum speed supported by the physical connection and/or available for Service (whichever is lower), at a location listed in Section 12 of this Agreement is allowed as described in Section 4 above. The rate applied to the upgraded Service Component(s) will be XX % discount off of the Tariff or Guidebook rates then in effect for the higher speed CIR or Grade of Service for the term plan equal to the Agreement Term, or if no such term plan exists then the next lower term plan. The upgrade rates may not be applicable to Upgrades which require physical changes to AT&T's equipment or connections at the customer premises.</p> <p>Upgrade in Bandwidth (CIR) and/or Grade of Service at a location listed in Section 11 of this Pricing Schedule is allowed as described in Section 4 above.</p>

5. PRICING

Customer will pay the rates set forth in Section 11.2 below. The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. No discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply unless specifically set forth herein, and when set forth herein, such discount, promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff or Guidebook. No other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply.



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory
in the State of California
Pursuant to Tariff(s) and/or Guidebook**

6. TAXES & OTHER CHARGES

- 6.1 Other Rate Elements. Any rate elements not described herein will be subject to the applicable rates and charges outlined in the Tariff(s) or Guidebook(s).
- 6.2 Additional Charges and Taxes. Rates set forth in this Pricing Schedule and the Tariff(s) or Guidebook(s) are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, end user access charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

7. TERMINATION BEFORE EXPIRATION OF PRICING SCHEDULE TERM OR MINIMUM PAYMENT PERIOD (E.G., TERMINATION FOR CONVENIENCE)

- 7.1 If Customer cancels Service(s), in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, prior to Cutover, the Customer must reimburse AT&T for all expenses incurred in processing this Pricing Schedule and installing the required equipment and facilities completed up to the date of cancellation, and termination liability as provided in this section below shall not apply.
- 7.2 If Customer terminates a Service or Service Component, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Pricing Schedule Term or Minimum Payment Period applicable to such Service or Service Component, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) **XX%** of the monthly recurring charges rate for the terminated Service or Service Component as set forth in this Pricing Schedule, multiplied by the number of months remaining in the Minimum Payment Period applicable to such Service or Service Component at the time of termination, and (c) any unpaid applicable special construction liabilities and/or any customer premises custom fiber build liabilities.
- 7.3 Unless otherwise stated herein, Service(s) provided under this Pricing Schedule must remain at the location(s) at which the Service(s) are installed for the entire Pricing Schedule Term or the Minimum Payment Period applicable to such Service(s). If Customer fails to maintain the Service(s) provided under this Pricing Schedule at the locations required under the preceding sentence for any reason other than default by AT&T, Customer shall be liable for termination charges calculated in the manner specified in this Section.

8. TARIFFS AND REGULATORY REQUIREMENTS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff or Guidebook. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charges paid and pre-paid amounts for Services not received.

9. SPECIAL TERMS AND CONDITIONS

- 9.1 California Terms and Conditions. To the extent this Pricing Schedule relates to regulated Services provided in California, Customer requests that its identity be kept confidential and not be publicly disclosed in connection with any required regulatory filings by AT&T or the California Public Utilities Commission (CPUC), unless required by law.



**Pricing Schedule for ILEC Services Provided Within AT&T's Franchise Territory
in the State of California
Pursuant to Tariff(s) and/or Guidebook**

10. SERVICES AND JURISDICTION CERTIFICATION

Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service.

11. CUSTOMER COMMITMENT AND RATES

11.1. Customer Commitment

SERVICE QUANTITY COMMITMENT	AS SPECIFIED IN SECTION 11.2
Customer agrees to purchase the Service(s) identified in Section 11.2 in the quantities identified in Section 11.2 for the duration of the applicable Minimum Payment Period.	
If Customer does not order at least the specified quantities of each of the New Service Components identified in Section 11.2 below and have them installed pursuant to this Pricing Schedule, AT&T reserves the right to charge a one-time shortfall charge of 50% of the Monthly Recurring Rate for each such Service Component not installed by the end of such time period times the number of months in the applicable Minimum Payment Period. Customer will be billed for the shortfall charge, and payment will be due 30 days after the invoice date.	

11.2 Rates

Service Components, Quantities, Monthly Rates, and Non-recurring/One-time Charges

Service	Description – Service Components / USOC	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge / One-time charge, each
OPT-E-MAN	OPT-E-MAN [®] Basic Connect 100M / P9FXX				
OPT-E-MAN	OPT-E-MAN [®] Basic Plus Connect 100M / P9FXX				
OPT-E-MAN	CIR Speed xMbps [Bronze or Silver] / R6EXX				

12. SERVICE LOCATIONS

LOCATION (street address and Common Language Location Identifier (CLLI) code and/or City)

End of Document