



AT&T MA Reference No. 201602252587UA
 AT&T Contract ID No. SDNHY7RMEG

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

Customer	AT&T
Mt 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: Robert Sidford Title: Director of Technology and Innovation Street Address: 1936 Carlotta Drive City: Concord State/Province: CA Zip Code: 94519 Country: USA Telephone: 925825.7440 Email: sidfordm@mdusd.org Customer Account Number or Master Account Number:	Name: Lori Kingshott Street Address: 805 Waingarth Way City: Danville State/Province: CA Zip Code: 94526 Country: USA Telephone: 9253233859 Email: lk1358@att.com Sales/Branch Manager: Laine SCVP Name: Congo Sales Strata: SLED Sales Region: West <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
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: Email: Agent Code	

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

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

This Pricing Schedule supersedes and replaces the Pricing Schedule (AT&T Contract ID No. SDN2PWKD2) between Customer and AT&T last signed on 04/25/2017 (the "Prior Pricing Schedule"), including any amendments thereto. The rates in this Pricing Schedule will apply to any existing Service Components covered by the Prior Pricing Schedule, commencing as of the Effective Date of this Pricing Schedule or as soon thereafter as the rate changes can be implemented in AT&T's billing system.

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:

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):
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1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

1.1. AT&T Switched EthernetSM Service

Service	Service Publication (incorporated by reference)	Service Publication Location	Service Provider	Geographic Location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service SM Guide	https://cpr.att.com/pdf/commonEthServGuide.html	21-State AT&T ILECs*	21-State AT&T ILEC Footprint
AT&T Switched Ethernet Service SM Third-Party Access (3PA)	AT&T Switched Ethernet Service SM Third-Party Access (3PA) Service Guide	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3P A	AT&T Corp**	Outside 21-State ILEC Footprint where available

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

**Intrastate service in New York and Virginia is provided by AT&T Communications of New York, Inc. and AT&T Communications of Virginia, LLC, respectively.

1.2. NOD Ordering and Management Process

Service Provider	Service Publication	Service Publication Location
AT&T Network on Demand Ordering and Management	Network on Demand Guide	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
Services purchased under this Pricing Schedule must be ordered and managed exclusively using the AT&T Network on Demand functionality in the AT&T Business Center online portal.		

1.3. Inside Wiring

Service	AT&T Inside Wiring*
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf

* AT&T Inside Wiring is not available for Sites outside of AT&T's 21-state ILEC footprint.

1.4. Entrance Facility Construction

Service	AT&T Entrance Facility Construction*
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21-state ILEC footprint.

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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 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.

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 unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

4. ADDS; MOVES; and UPGRADES

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

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

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4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE - 21-State AT&T ILEC Footprint

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 initial order for any new Services shown on Attachment A. Port Connections and CIR/CoS growth components are listed in section 5.1.2.

5.1.2. Monthly Recurring Charges (MRC)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

5.1.2.1. Port Connection MRC

Port Connection Type/Speed	MRC
Basic 100 Mbps	\$167.00
Basic 1 Gbps	\$167.00
Basic 10 Gbps	\$500.00
Basic 100 Gbps	\$1,500.00

Committed Information Rate (CIR) and Class of Service (CoS) MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the CIR and/or CoS 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. Not all speeds may be available at all times or at all locations.

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5.1.2.2. Bandwidth MRC

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
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	\$198.75	\$218.00	\$237.25	\$256.50	\$275.75
150 Mbps	\$246.25	\$268.00	\$289.75	\$311.50	\$333.25
250 Mbps	\$251.00	\$273.00	\$295.00	\$317.00	\$339.00
400 Mbps	\$260.50	\$283.00	\$305.50	\$328.00	\$350.50
500 Mbps	\$270.00	\$293.00	\$316.00	\$339.00	\$362.00
600 Mbps	\$279.50	\$303.00	\$326.50	\$350.00	\$373.50
1000 Mbps	\$293.75	\$318.00	\$342.25	\$366.50	\$390.75
2000 Mbps	\$118.25	\$150.79	\$183.33	\$215.87	\$248.41
2500 Mbps	\$168.02	\$203.17	\$238.33	\$273.49	\$308.65
4000 Mbps	\$217.78	\$255.56	\$293.33	\$331.11	\$368.89
5000 Mbps	\$273.32	\$314.02	\$354.72	\$395.42	\$436.12
7500 Mbps	\$328.86	\$372.49	\$416.11	\$459.74	\$503.36
9500 Mbps	\$384.40	\$430.95	\$477.50	\$524.05	\$570.60
10000 Mbps	\$430.05	\$479.00	\$527.95	\$576.90	\$625.85
15000 Mbps	\$1090.69	\$1227.04	\$1363.39	\$1499.75	\$1636.10
20000 Mbps	\$1161.43	\$1301.50	\$1441.58	\$1581.65	\$1721.73
25000 Mbps	\$1232.17	\$1375.97	\$1519.77	\$1663.56	\$1807.36

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CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
30000 Mbps	\$1302.91	\$1450.43	\$1597.95	\$1745.47	\$1892.99
35000 Mbps	\$1373.65	\$1524.89	\$1676.14	\$1827.38	\$1978.63
40000 Mbps	\$1444.39	\$1599.36	\$1754.32	\$1909.29	\$2064.26
45000 Mbps	\$1515.13	\$1673.82	\$1832.51	\$1991.20	\$2149.89
50000 Mbps	\$1585.87	\$1748.28	\$1910.70	\$2073.11	\$2235.52
60000 Mbps	\$1727.35	\$1897.21	\$2067.07	\$2236.93	\$2406.79
70000 Mbps	\$1868.83	\$2046.13	\$2223.44	\$2400.75	\$2578.05
80000 Mbps	\$2010.31	\$2195.06	\$2379.81	\$2564.56	\$2749.32
90000 Mbps	\$2151.79	\$2343.98	\$2536.18	\$2728.38	\$2920.58
100000 Mbps	\$2293.26	\$2492.91	\$2692.56	\$2892.20	\$3091.85

5.1.2.3. Feature MRC

Feature	MRC
Enhanced Multicast	\$0.00

5.2 AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). This Pricing Schedule shall constitute Customer's order for Service at the locations listed in Attachment A, below.

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5.2.1.1. Third-Party Local Access Connection MRC

Port Speeds	Port Type	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
2 Mbps	Switched	\$503	\$403	\$492.75	\$265.95	\$301.42	\$574.18	\$403	\$403	\$546.87	\$403	\$475.7	\$305.3
4 Mbps	Switched	\$521.85	\$437.36	\$585.9	\$298.35	\$319.48	\$595.7	\$437.36	\$437.36	\$546.87	\$437.36	\$475.7	\$305.3
5 Mbps	Switched	\$530	\$468.6	\$607.5	\$302.4	\$336.85	\$520.76	\$405.2	\$299.87	\$546.87	\$413.66	\$475.7	\$340.8
8 Mbps	Switched	\$553.8	\$485.64	\$774.9	\$387.45	\$352.31	\$631.52	\$485.64	\$485.64	\$596.39	\$485.64	\$610.6	\$340.8
10 Mbps	Switched	\$570	\$500.55	\$832.95	\$399.6	\$361.72	\$525.95	\$410.4	\$346	\$596.39	\$427.31	\$610.6	\$345.29
20 Mbps	Switched	\$700	\$643.26	\$990.9	\$448.2	\$450.09	\$677.69	\$519.46	\$404.8	\$782.11	\$553.29	\$812.95	\$521.85
50 Mbps	Switched	\$965	\$805.14	\$1196.1	\$606.15	\$580.57	\$776.02	\$701.35	\$522.68	\$877.92	\$785.89	\$1015.3	\$678.05
100 Mbps	Switched	\$1150.2	\$1015.3	\$1302.75	\$824.85	\$862.48	\$1093.8	\$1004.03	\$798.69	\$1256.51	\$1173.11	\$1217.65	\$947.85
150 Mbps	Switched	\$1440	\$1199.9	\$1692.9	\$970.65	\$916.39	\$1243.15	\$1148.04	\$950.7	\$1606.09	\$1339.92	\$1689.8	\$1217.65
250 Mbps	Switched	\$2000	\$1667.08	\$1861.65	\$1080	\$1021.52	\$1433.85	\$1667.08	\$1154.73	\$2020.39	\$1631.85	\$1689.8	\$1217.65
400 Mbps	Switched	\$2590	\$2159.82	\$2073.6	\$1140.75	\$1180.57	\$1676.57	\$1528.12	\$1410.78	\$2222.71	\$2204.46	\$2027.05	\$1487.45
500 Mbps	Switched	\$1140.75	\$1140.75	\$2234.25	\$1140.75	\$1285.72	\$1823.26	\$1696.15	\$1542.82	\$2473.88	\$2541.57	\$2027.05	\$1487.45
600 Mbps	Switched	\$1177.2	\$1177.2	\$2477.25	\$1177.2	\$1470.85	\$2025.06	\$1906.84	\$1753.51	\$2830.39	\$2921.35	\$2296.85	\$1757.25
1000 Mbps	Switched	\$3408	\$1311	\$2794.5	\$1359.45	\$1971.43	\$2706.06	\$2640.28	\$2488.28	\$3913.08	\$4331.14	\$2296.85	\$1757.25
2 Mbps - 50 Mbps	Dedicated	\$315	\$885	\$885	\$1200	\$1650	\$2050	\$2450	N/A	N/A	N/A	N/A	N/A

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Port Speeds	Port Type	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
>50 Mbps - 100 Mbps	Dedicated	\$420	\$1320	\$1320	\$1500	\$3000	\$4000	\$6550	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	\$420	\$1320	\$1320	\$1500	\$3000	\$4000	\$6550	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	\$630	\$1800	\$1800	\$2750	\$3500	\$4600	\$7000	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	\$630	\$3098	\$3098	\$4500	\$5650	\$7200	\$7800	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	\$945	\$3438	\$3438	\$5500	\$7400	\$9250	\$10250	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	\$1418	\$6250.13	\$6250.13	\$7500	\$9400	\$11000	\$12050	N/A	N/A	N/A	N/A	N/A

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Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
2 Mbps	Switched	\$642.55	\$311.34	\$503	\$403	\$403	\$504.39	\$426.67	\$232	\$243.57	\$232	\$252.67	\$201.83
4 Mbps	Switched	\$642.55	\$373.33	\$521.85	\$437.36	\$437.36	\$504.39	\$426.67	\$245	\$248.54	\$245	\$252.67	\$236.99
5 Mbps	Switched	\$642.55	\$404.66	\$535.24	\$487.72	\$327.72	\$504.39	\$444.7	\$320.4	\$347.33	\$305.34	\$252.67	\$323.32
8 Mbps	Switched	\$770.35	\$438.67	\$777.27	\$485.64	\$485.64	\$500.95	\$426.67	\$345.43	\$403.87	\$334.8	\$371.33	\$323.32
10 Mbps	Switched	\$770.35	\$485.33	\$674.48	\$684.76	\$464.76	\$500.95	\$426.67	\$450.67	\$517.77	\$430.66	\$371.33	\$342.48
20 Mbps	Switched	\$898.15	\$628.67	\$727.62	\$1060.19	\$729.52	\$637.45	\$493.33	\$550	\$661.34	\$509.33	\$453.33	\$451.61
50 Mbps	Switched	\$1093.4	\$942.67	\$852.38	\$1875.61	\$1382.28	\$652.57	\$680	\$738.67	\$1085.15	\$585.33	\$549.77	\$640.39
100 Mbps	Switched	\$1299.3	\$1126	\$1024.76	\$2528.95	\$1813.61	\$926.48	\$833.33	\$866.67	\$1265.82	\$745.34	\$671.33	\$1106.09
150 Mbps	Switched	\$1686.25	\$1174.67	\$1199.9	\$3246.09	\$2498.76	\$794.67	\$1120	\$1054.67	\$1624.51	\$901.33	\$812.67	\$1225.15
250 Mbps	Switched	\$1686.25	\$1271.33	\$1667.08	\$4330	\$4330	\$894.67	\$1120	\$1252	\$1999.33	\$1035	\$1002.33	\$1424.57
400 Mbps	Switched	\$1945.4	\$1429.34	\$1552.39	\$4765.14	\$3901.81	\$1412.57	\$1120	\$1462.66	\$2332	\$1180	\$1246.67	\$1629.72
500 Mbps	Switched	\$1945.4	\$1450	\$1723.82	\$5250.1	\$4372.76	\$1501.72	\$1120	\$1601.06	\$2544.58	\$1265.33	\$1246.67	\$1813.15
600 Mbps	Switched	\$2204.55	\$1462	\$1835.24	\$7315	\$7315	\$1704.87	\$1400	\$1723.94	\$2645.88	\$1437.33	\$1400	\$1963.24
1000 Mbps	Switched	\$2595.05	\$1640.67	\$2106.67	\$7281.33	\$6248.67	\$2187.43	\$1400	\$1998.66	\$2798	\$1684	\$1400	\$2649.52
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps	Switched	\$118.67	\$232	\$569.42	\$232	\$274.83	\$756.07
4 Mbps	Switched	\$260	\$274.5	\$569.42	\$290.33	\$333.21	\$833.54
5 Mbps	Switched	\$260	\$274.5	\$569.42	\$313	\$374.17	\$897.87
8 Mbps	Switched	\$366.67	\$366.67	\$569.42	\$485.64	\$416.57	\$1009.83
10 Mbps	Switched	\$366.67	\$366.67	\$569.42	\$406.67	\$450	\$1134.86
20 Mbps	Switched	\$466.67	\$466.67	\$643.26	\$543.81	\$550	\$1390.09
50 Mbps	Switched	\$666.67	\$666.67	\$752.23	\$664.38	\$707.08	\$1699.89
100 Mbps	Switched	\$833.33	\$851.05	\$799.67	\$744.67	\$899.73	\$2164.2
150 Mbps	Switched	\$886.67	\$985.24	\$843.65	\$921.33	\$982.06	\$2500
250 Mbps	Switched	\$1026.67	\$1629.72	\$1123.77	\$1667.08	\$1102.45	\$3384.11
400 Mbps	Switched	\$1066.67	\$1629.72	\$1123.77	\$2159.82	\$1369.24	\$3600
500 Mbps	Switched	\$1066.67	\$1813.15	\$1254.85	\$1211	\$1403.09	\$4030.63
600 Mbps	Switched	\$1453.33	\$1963.24	\$1319.56	\$2815.86	\$1546.72	\$5500
1000 Mbps	Switched	\$1453.33	\$2649.52	\$1547.44	\$1311	\$1896.47	\$5636.21

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Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A

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

5.2.1.2. Third-Party Local Switched Access Mileage MRC

Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Mileage MRC

Third Party Local Dedicated Access Mileage MRC Price Groups														
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D		Mileage E		Mileage F		Mileage G	
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$0	\$0	\$315.95	\$29.11	\$315.95	\$29.11	\$0	\$61.77	\$0	\$0	\$0	\$0
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$0	\$0	\$397.6	\$36.21	\$397.6	\$36.21	\$0	\$66.74	\$0	\$0	\$0	\$0
>100 Mbps - 250 Mbps	\$348.04	\$11.29	\$0	\$0	\$440.2	\$51.12	\$440.2	\$51.12	\$0	\$69.58	\$0	\$0	\$0	\$0
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$0	\$0	\$727.75	\$94.43	\$727.75	\$94.43	\$0	\$98.69	\$0	\$0	\$0	\$0
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$0	\$0	\$1121.8	\$203.06	\$1121.8	\$203.06	\$0	\$139.87	\$0	\$0	\$0	\$0

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
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Third Party Local Dedicated Access Mileage MRC Price Groups														
1000 Mbps	\$1296.11	\$35	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61	\$0	\$155.49	\$0	\$39.05	\$0	\$0
10000 Mbps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

5.2.1.4. Third-Party Bandwidth MRC

ASEoD 3PA Approved CIR Prices

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2 Mbps	\$24.68	\$25.92	\$27.21	\$28.57	\$30.00
4 Mbps	\$30.44	\$31.96	\$33.56	\$35.24	\$37.00
5 Mbps	\$37.84	\$39.74	\$41.72	\$43.81	\$46.00
8 Mbps	\$45.25	\$47.51	\$49.89	\$52.38	\$55.00
10 Mbps	\$52.65	\$55.29	\$58.05	\$60.95	\$64.00
20 Mbps	\$60.06	\$63.06	\$66.21	\$69.52	\$73.00
50 Mbps	\$69.93	\$73.43	\$77.10	\$80.95	\$85.00
100 Mbps	\$82.27	\$86.38	\$90.70	\$95.24	\$100.00
150 Mbps	\$115.18	\$120.94	\$126.98	\$133.33	\$140.00
250 Mbps	\$148.09	\$155.49	\$163.27	\$171.43	\$180.00
400 Mbps	\$189.22	\$198.68	\$208.62	\$219.05	\$230.00
500 Mbps	\$230.36	\$241.87	\$253.97	\$266.67	\$280.00
600 Mbps	\$287.95	\$302.34	\$317.46	\$333.33	\$350.00
1000 Mbps	\$505.52	\$530.80	\$557.34	\$585.21	\$614.47

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

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2000 Mbps	\$855.61	\$898.39	\$943.31	\$990.48	\$1,040.00
2500 Mbps	\$966.68	\$1,015.01	\$1,065.76	\$1,119.05	\$1,175.00
4000 Mbps	\$1,028.38	\$1,079.80	\$1,133.79	\$1,190.48	\$1,250.00
5000 Mbps	\$1,069.51	\$1,122.99	\$1,179.14	\$1,238.10	\$1,300.00
7500 Mbps	\$1,110.65	\$1,166.18	\$1,224.49	\$1,285.71	\$1,350.00
9500 Mbps	\$1,151.78	\$1,209.37	\$1,269.84	\$1,333.33	\$1,400.00
10000 Mbps	\$1,176.79	\$1,235.63	\$1,297.41	\$1,362.28	\$1,430.39

5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

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 custom/ICB contracting arrangements and may not be fully supported by the Network on Demand ordering process. Once such Port(s) have been ordered and installed, Customer may use the AT&T Business Center portal to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS, or to establish or change EVCs.

EVCs can be ordered in 1 Mbps increments. The maximum EVC CIR will be 1,000 Mbps unless otherwise approved by AT&T in its discretion, on an Individual Case Basis. Approved configurations will be made available through the Business Center portal. Customer may use the Business Center Portal to make changes to an EVC, subject to the approved maximum CIR for the affected EVC Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. Customer may not increase the CIR of any EVC above the approved maximum without AT&T's approval.

6.2. Special Conditions for 100 Gbps Customer Port Connections

Basic Ports with transmission speeds of 100 Gbps are available only under custom/ICB contracting arrangements and may not be fully supported by the Network on Demand ordering process. Once such Port(s) have been ordered and installed, Customer may use the AT&T Business Center portal to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS, or to establish or change EVCs.

EVC CIR can be ordered in increments, as follows:

- 1 Mbps (from 1 Mbps to 100 Mbps);
- 10 Mbps (from 100 Mbps to 1,000 Mbps);

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AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
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- 25 Mbps (from 1,000 Mbps to 10,000 Mbps); or
- 250 Mbps (from 10,000 Mbps to 100,000 Mbps)

The maximum EVC CIR will be 1,000 Mbps unless otherwise approved by AT&T in its discretion, on an Individual Case Basis. Approved configurations will be made available through the Business Center portal. Customer may use the Business Center Portal to make changes to an EVC, subject to the approved maximum CIR for the affected EVC. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. Customer may not increase the CIR of any EVC above the approved maximum without AT&T's approval.

Special Conditions for 100 Gbps Customer Port Connections does not apply outside AT&T's 21 state ILEC footprint (AT&T Switched EthernetSM Service Third Party (3PA)).

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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
MT DIABLO UNIFIED SCHOOL DISTRICT**

A-1. Rates and Charges; Initial Order Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 10 Gbps – Basic, USOC: EYQGX	16	\$500.00
Customer Port Connection - 100 Gbps – Basic, USOC: EY7AG	1	\$1,500.00
2000 Mbps CIR - Interactive - Basic Only, USOC: R61BX	16	\$215.87
40000 Mbps CIR - Interactive - Basic Only, USOC: R617X	1	\$1,909.29

A-2. Initial Order Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **more than ten percent (10%)** of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

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

Port ID #	Street Address, City, State	Jurisdiction	Geographic Location
1	425 CASTLE ROCK RD,WALNUT CREEK,CA,94598,US	Intrastate	Within 21 State ILEC Footprint
2	755 OAK GROVE RD,CONCORD,CA,94518,US	Intrastate	Within 21 State ILEC Footprint
3	300 Diablo View Ln,CLAYTON,CA,94517,US	Intrastate	Within 21 State ILEC Footprint
4	1750 WEST ST,CONCORD,CA,94521,US	Intrastate	Within 21 State ILEC Footprint
5	201 VIKING DR,PLEASANT HILL,CA,94523,US	Intrastate	Within 21 State ILEC Footprint
6	4200 CONCORD BLVD,CONCORD,CA,94521,US	Intrastate	Within 21 State ILEC Footprint
7	2450 GRANT ST,CONCORD,CA,94520,US	Intrastate	Within 21 State ILEC Footprint
8	2775 CEDRO LN,WALNUT CREEK,CA,94598,US	Intrastate	Within 21 State ILEC Footprint
9	2050 MINERT RD,CONCORD,CA,94518,US	Intrastate	Within 21 State ILEC Footprint
10	5522 PINE HOLLOW RD,CONCORD,CA,94521,US	Intrastate	Within 21 State ILEC Footprint
11	1 SANTA BARBARA RD,PLEASANT HILL,CA,94523,US	Intrastate	Within 21 State ILEC Footprint
12	205 PACIFICA AVE,BAY POINT,CA,94565,US	Intrastate	Within 21 State ILEC Footprint
13	265 BOYD RD,PLEASANT HILL,CA,94523,US	Intrastate	Within 21 State ILEC Footprint
14	181 VIKING DR,PLEASANT HILL,CA,94523,US	Intrastate	Within 21 State ILEC Footprint

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**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	Geographic Location
15	1266 SAN CARLOS AVE, CONCORD, CA, 94518, US	Intrastate	Within 21 State ILEC Footprint
16	1480 GASOLINE ALLEY, CONCORD, CA, 94520, US	Intrastate	Within 21 State ILEC Footprint
17	1936 CARLOTTA DR, CONCORD, CA, 94519, US	Intrastate	Within 21 State ILEC Footprint

Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

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	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
2	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
3	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
4	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
5	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
6	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
7	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
8	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
9	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
10	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
11	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
12	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
13	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
14	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
15	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
16	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
17	100 Gbps Basic	N/A	4000 Mbps	Interactive	No	No

Table 3 – Service Components and Features associated with Customer Port Connections identified above outside the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer's order for Service at the locations listed below.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service
	[Select]	[Select]	[Select]	[Select]		Select	[Select]

End of Document



E-Rate Rider

ATTACHMENT TO [AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND) PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)] ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T California** [Insert name of AT&T affiliate] (AT&T) and Mt Diablo Unified School District (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has 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 control.

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

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution 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): (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 will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and 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, FCC or USAC 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 rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its 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; (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 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 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. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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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 E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(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 EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. 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, a verification of Form 486 approval by USAC. 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 USAC, the Agreement, with respect to such Service(s) and/or equipment, will 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. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

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

If the Services require 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 of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating,

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maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that 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 bears 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.
- Agrees to notify AT&T of any issues related to the 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 and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations 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 at 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. 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 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).

D. **POWER - GROUND** - Customer will 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.
- Any other 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

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's 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 of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.

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- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is 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 and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXTGen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **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 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 through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to 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 agrees that invoices are due and payable in full by their stated due date unless 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

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (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, 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 (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC 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.

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

12. Contract Requirements.

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:	Name:
Title:	Title:
Date:	Date:

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