



**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

| Customer   | AT&T  |
|--|---|
| LINCOLNWOOD SCHOOLS<br><br>Street Address: 6950 N EAST PRAIRIE RD<br>City: LINCOLNWOOD State/Province: IL<br>Zip Code: 607122520 Country: United States  | AT&T Corp.  |
| Customer Contact (for Notices)   | AT&T Contact (for Notices)  |
| Name: Jordan Stephen<br>Title: Director of Technology<br>Street Address: 6950 N EAST PRAIRIE RD<br>City: LINCOLNWOOD<br>State/Province: IL<br>Zip Code: 60712<br>Country: United States<br>Telephone: 8476758234<br>Email: jstephen@sd74.org | Name: Dana Sulprizio<br>Street Address: 1876 Data Drive Room 216S<br>City: Hoover State/Province: AL<br>Zip Code: 35244 Country: United States<br>Telephone: 2055174474<br>Email: ds9454@us.att.com<br>Sales/Branch Manager: Donald Wollweber<br>SCVP Name: Donald Wollweber<br>Sales Strata: Retail Sales Region: USA<br><b>With a copy (for Notices) to:</b><br>AT&T Corp.<br>One AT&T Way<br>Bedminster, NJ 07921-0752<br>ATTN: Master Agreement Support Team<br>Email: <a href="mailto:mast@att.com">mast@att.com</a> |
| <b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>   |   |
| Name:      Company Name:<br>Agent Street Address:      City:      State:      Zip Code:      Country:<br>Telephone:      Fax:      Email:      Agent Code:   |   |

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

| Customer<br>(by its authorized representative) | AT&T<br>(by its authorized representative) |
|--|--|
| By:  | By:  |
| Name:  | Name:                                      |
| Title:   | Title:                                     |
| Date:  | Date:                                      |

**AT&T and Customer Confidential Information**

Page 1 of 12  
 ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Dedicated Internet ("ADI"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

|             |  |
|-------------|--|
| MIS14153256 |  |
|-------------|--|

**1. SERVICES**

| Service                       | Service Publication Location  |
|-------------------------------|---|
| AT&T Dedicated Internet (ADI) | <a href="http://serviceguidenew.att.com/sg_flashPlayerPage/MIS">http://serviceguidenew.att.com/sg_flashPlayerPage/MIS</a> |
| AT&T Bandwidth Services       | <a href="http://serviceguidenew.att.com/sg_flashPlayerPage/BWS">http://serviceguidenew.att.com/sg_flashPlayerPage/BWS</a> |

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

|  |   |
|--|---|
| <b>Pricing Schedule Term*</b>                | <b>24 months</b>                        |
| <b>Pricing Schedule Term Start Date</b>      | Effective Date of this Pricing Schedule |
| <b>Effective Date of Rates and Discounts</b> | Effective Date of this Pricing Schedule |

\*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components). AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

**3. MINIMUM PAYMENT PERIOD**

| Service Components     | Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period | Minimum Payment Period per Service Component*                     |
|------------------------|--|---|
| All Service Components | 50%  | Longer of 12 months or until the end of the Pricing Schedule Term |

\*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

**4. RATES (US Mainland, and HI only)****Section I: AT&T Dedicated Internet  
Access Bandwidth -****Table 1: DNS Services**

| Option   | Monthly Service Fee     |
|--|-------------------------|
| Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)   | \$100 per DNS increment |
| Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | \$100 per DNS increment |

**Table 2: ADI Tele – Installation****Discount: 100.00%**

| ADI Speed           | Undiscounted ADI | Undiscounted ADI w/ Managed Router |
|---------------------|------------------|------------------------------------|
| 56 Kbps             | \$1,000          | \$1,000                            |
| 128 Kbps - 1.5 Mbps | \$1,000          | \$1,000                            |
| NxT-1               | \$2,500          | \$2,500                            |

**AT&T and Customer Confidential Information**Page 2 of 12  
ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

|                           |          |            |
|---------------------------|----------|------------|
| Tiered/Full T-3           | \$5,000  | N/A        |
| Tiered OC-3, OC-12, OC-48 | \$10,000 | N/A        |
| Ethernet                  | \$1,500# | \$1,500**# |
| 10 Gig Ethernet* and up   | \$1,500# | \$1,500    |

\* Service not available with MPLS PNT.

\*\*Pricing available for ADI speeds of 100 Mbps and below and with electrical interfaces only.

# Pricing also applies to Service locations in Alaska.

**Table 3: On-Site Installation**

**Discount: 100.00%**

| ADI Speed                 | Undiscounted ADI w/ Managed Router Only |
|---------------------------|---|
| 56 Kbps                   | \$999                                   |
| 128 Kbps - 1.5 Mbps       | \$999                                   |
| NxT-1                     | \$999                                   |
| Tiered/Full T-3           | \$1,000                                 |
| Tiered OC-3, OC-12, OC-48 | \$10,000                                |
| Ethernet                  | \$1,500*                                |
| 10 Gig Ethernet and up    | \$1,500                                 |
| Nx10Gig Ethernet          | \$3,500                                 |

\* Pricing also applies to Service locations in Alaska.

**Table 4: Flexible Bandwidth Billing Option – Ethernet\***

| <b>Discount applied to ADI &amp; ADI w/Managed Router Discount: 86.00%</b><br>This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated. |                              |  | <b>Incremental Usage Fee Discount: 97.00%</b><br>This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated. |
|---|------------------------------|--|--|
| Tiered Bandwidth Minimum Commitment   | ADI Undiscounted Monthly Fee | ADI with Managed Router Undiscounted Monthly Fee | Undiscounted Incremental Usage Fee Per Mbps  |
| <b>Discount applied to ADI &amp; ADI w/ Managed Router for the following:</b>   |                              |  | <b>Incremental Usage Fee Discount for the following:</b>   |
| 0.5 Mbps  | \$257                        | \$385  | \$940  |
| 1.0 Mbps  | \$258                        | \$386  | \$510  |
| 1.5 Mbps  | <b>\$259</b>                 | \$387  | \$380  |
| 2 Mbps  | \$260                        | \$388  | \$355  |
| 3 Mbps  | \$261                        | \$389  | \$340  |
| 4 Mbps  | \$262                        | \$390  | \$325  |
| 5 Mbps  | \$263                        | \$391  | \$270  |
| 6 Mbps  | \$264                        | \$392  | \$250  |
| 7 Mbps  | \$265                        | \$393  | \$245  |
| 8 Mbps  | \$266                        | \$394  | \$235  |
| 9 Mbps  | \$267                        | \$395  | \$230  |
| <b>Discount applied to ADI &amp; ADI w/ Managed Router for the following:</b>   |                              |  | <b>Incremental Usage Fee Discount for the following:</b>   |
| 10 Mbps   | \$268                        | \$396  | \$198  |
| 15 Mbps   | \$359                        | \$487  | \$162.33   |
| 20 Mbps   | \$449                        | \$577  | \$144.25   |
| 25 Mbps   | \$542                        | \$670  | \$134.00   |

**AT&T and Customer Confidential Information**

Page 3 of 12  
 ASAP!

**AT&T DEDICATED INTERNET  
 PRICING SCHEDULE**

| Discount applied to ADI & ADI w/ Managed Router for the following: |         |         | Incremental Usage Fee Discount for the following: |
|--|---------|---------|---|
| 30 Mbps  | \$633   | \$761   | \$126.83  |
| 35 Mbps  | \$680   | \$854   | \$122.00  |
| 40 Mbps  | \$812   | \$945   | \$118.13  |
| 45 Mbps  | \$817   | \$950   | \$105.56  |
| Discount applied to ADI & ADI w/ Managed Router for the following: |         |         | Incremental Usage Fee Discount for the following: |
| 50 Mbps  | \$813   | \$955   | \$95.50   |
| 60 Mbps  | \$946   | \$1,100 | \$91.67   |
| 70 Mbps  | \$1,032 | \$1,200 | \$85.71   |
| 75 Mbps  | \$1,118 | \$1,300 | \$86.67   |
| 80 Mbps  | \$1,204 | \$1,420 | \$88.75   |
| 90 Mbps  | \$1,290 | \$1,500 | \$83.33   |
| Discount applied to ADI & ADI w/ Managed Router for the following: |         |         | Incremental Usage Fee Discount for the following: |
| 100 Mbps   | \$1,400 | \$1,555 | \$77.75   |
| 120 Mbps   | \$1,770 | \$1,937 | \$80.71   |
| 144 Mbps   | \$1,790 | \$1,960 | \$68.06   |
| 150 Mbps   | \$1,800 | \$1,965 | \$65.50   |
| 155 Mbps   | \$1,820 | \$2,020 | \$65.16   |
| Discount applied to ADI & ADI w/ Managed Router for the following: |         |         | Incremental Usage Fee Discount for the following: |
| 200 Mbps   | \$2,000 | \$2,100 | \$52.50   |
| 250 Mbps   | \$2,150 | \$2,240 | \$44.80   |
| 300 Mbps   | \$2,250 | \$2,620 | \$43.67   |
| 350 Mbps   | \$2,500 | \$3,125 | \$44.64   |
| Discount applied to ADI & ADI w/ Managed Router for the following: |         |         | Incremental Usage Fee Discount for the following: |
| 400 Mbps   | \$2,700 | \$3,380 | \$42.25   |
| 450 Mbps   | \$3,000 | \$3,720 | \$41.33   |
| 500 Mbps   | \$3,500 | \$4,325 | \$43.25   |
| 550 Mbps   | \$3,650 | \$4,425 | \$40.23   |
| 600 Mbps   | \$4,096 | \$4,840 | \$40.33   |
| 622 Mbps   | \$4,117 | \$5,000 | \$40.19   |
| Discount applied to ADI & ADI w/ Managed Router for the following: |         |         | Incremental Usage Fee Discount for the following: |
| 700 Mbps   | \$4,199 | \$5,240 | \$37.43   |
| 800 Mbps   | \$4,301 | \$5,440 | \$34.00   |
| 900 Mbps   | \$4,403 | \$5,540 | \$30.78   |
| 1000 Mbps  | \$4,505 | \$5,620 | \$28.10   |

\* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska).

**Table 5: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees**

Discount: 100.00%

| Speed        | Class of Service Monthly Fee – List Price** (w/ or w/out Managed Router) |
|--------------|--|
| 56 Kbps**    | \$225  |
| 128 Kbps**   | \$225  |
| 256 Kbps**   | \$225  |
| 384 Kbps**   | \$225  |
| 512 Kbps**   | \$225  |
| 768 Kbps     | \$225  |
| 1024 Kbps**† | \$225  |

AT&T and Customer Confidential Information

Page 4 of 12  
 ASAP!

**AT&T DEDICATED INTERNET  
PRICING SCHEDULE**

|                   |         |
|-------------------|---------|
| 1.5 Mbps          | \$225   |
| 2xT-1 (3 Mbps)    | \$225   |
| 3xT-1 (4.5 Mbps)  | \$225   |
| 4xT-1 (6 Mbps)    | \$225   |
| 5xT-1 (7.5 Mbps)  | \$225   |
| 6xT-1 (9 Mbps)    | \$225   |
| 7xT-1 (10.5 Mbps) | \$225   |
| 8xT-1 (12 Mbps)   | \$225   |
| 10 Mbps           | \$825   |
| 15 Mbps           | \$1,075 |
| 20 Mbps           | \$1,325 |
| 25 Mbps           | \$1,575 |
| 30 Mbps           | \$1,825 |
| 35 Mbps           | \$2,100 |
| 40 Mbps           | \$2,350 |
| 45 Mbps           | \$2,750 |
| 155 Mbps          | \$2,750 |

\* Charges waived for Sites with AT&amp;T BVoIP Service.

\*\*no real-time class available.

(†) Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 6: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees**

Discount: 100.00%

| Speed              | Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee*# |
|--------------------|---|
| Up to 1.5 Mbps     | \$225   |
| 2.0 Mbps           | \$285   |
| 2.01 - 3.0 Mbps    | \$360   |
| 3.01 - 4.0 Mbps    | \$435   |
| 4.01 - 5.0 Mbps    | \$510   |
| 5.01 - 6.0 Mbps    | \$575   |
| 6.01 - 7.0 Mbps    | \$640   |
| 7.01 - 8.0 Mbps    | \$705   |
| 8.01 - 9.0 Mbps    | \$765   |
| 9.01 to 10.0 Mbps  | \$825   |
| 10.01 to 15.0 Mbps | \$1,075   |
| 15.01 - 20.0 Mbps  | \$1,325   |
| 20.01 - 25.0 Mbps  | \$1,575   |
| 25.01 - 30.0 Mbps  | \$1,825   |
| 30.01 - 35.0 Mbps  | \$2,100   |
| 35.01 - 40.0 Mbps  | \$2,350   |
| 40.01 - 45 Mbps    | \$2,750   |
| 45.01 - 155 Mbps   | \$5,000   |
| 200 - 250 Mbps     | \$5,400   |
| 300 - 350 Mbps     | \$5,800   |
| 400 - 600 Mbps     | \$6,200   |
| 622 Mbps           | \$7,000   |

**AT&T and Customer Confidential Information**Page 5 of 12  
ASAP!

|                    |         |
|--------------------|---------|
| 700 – 1000 Mbps    | \$7,800 |
| 1.5 Gbps**         | \$7,900 |
| 2.0 Gbps**         | \$8,000 |
| 2.5 Gbps**         | \$8,100 |
| 3.0 Gbps**         | \$8,200 |
| 3.5 Gbps**         | \$8,300 |
| 4.0 Gbps**         | \$8,400 |
| 4.5 Gbps**         | \$8,500 |
| 5.0 Gbps**         | \$8,600 |
| 5.5 Gbps**         | \$8,700 |
| 6.0 Gbps**         | \$8,800 |
| 6.5 Gbps**         | \$8,900 |
| 7.0 Gbps**         | \$9,000 |
| 7.5 Gbps**         | \$9,100 |
| 8.0 Gbps**         | \$9,200 |
| 8.5 Gbps**         | \$9,300 |
| 9.0 Gbps**         | \$9,400 |
| 9.5 Gbps**         | \$9,500 |
| 10.0 Gbps and up** | \$9,600 |

\*Charges waived for Sites with AT&T BVoIP Service.

\*\* Speed not available with MPLS PNT.

# Pricing also applies to Service locations in Alaska.

**Table 7: Class Of Service Option – Aggregate Billing Option\*\* - Monthly Service Fees**

**Discount: 100.00%**

| Speed   | Undiscounted ADI w/ or w/out Managed Router Monthly Service Fee** |
|---|---|
| T3 (up to 45 Mbps)                            | \$2,750   |
| OC3 (up to 155 Mbps)                          | \$5,000   |
| OC12 (up to 622 Mbps)                         | \$7,000   |
| Ethernet (up to 1000 Mbps)                    | \$7,800   |
| OC48 (up to 2500 Mbps)                        | \$8,100   |
| 10 Gigabit Ethernet (up to 10000 Mbps) and up | \$9,600   |

\*Charges waived for Sites with AT&T BVoIP Service.

\*\*Not available with MPLS PNT.

**Section II: AT&T Business in a Box<sup>SM</sup>**

**Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges**

**Discount: 100.00%**

| Service Component / Device  | Undiscounted MRC* |
|-----------------------------|-------------------|
| Base Unit NextGen           | \$50              |
| Base Unit 12 Port           | \$70              |
| Base Unit 24 Port           | \$30              |
| Base Unit High Bandwidth    | \$75              |
| 8 Port Analog Module Add-On | \$35              |

\* Pricing also applies to Service locations in Alaska

**Table 2: On-Site Maintenance (24X7X4) Monthly Charges**

**Discount: 100.00%**

**AT&T and Customer Confidential Information**

Page 6 of 12

ASAP!

| Option                      | Undiscounted MRC* |
|-----------------------------|-------------------|
| Base Unit NextGen           | \$75              |
| Base Unit 12 Port           | \$95              |
| Base Unit 24 Port           | \$35              |
| Base Unit High Bandwidth    | \$85              |
| 8 Port Analog Module Add-On | \$40              |

\* Pricing also applies to Service locations in Alaska

**Table 3: Life-Cycle Management Charges - Service Charges**

**Discount: 100.00%**

| Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time) | Undiscounted Service Charge List Price * |
|--|--|
| Additional Service   | \$260                                    |
| Delete Service   | \$500                                    |

\* Pricing also applies to Service locations in Alaska.

**Table 4: Class of Service Option - when ordered with AT&T BVoIP Services only**

**Discount: 100.0%**

|                                      |        |
|--------------------------------------|--------|
| Class of Service Monthly Service Fee | \$225* |
|--------------------------------------|--------|

\* Pricing also applies to Service locations in Alaska.

**Table 5: IP Version Change**

**Discount: 100.00%**

|  |        |
|--|--------|
| IP Version Change – Per Site, Per Occurrence | \$500* |
|--|--------|

\* Pricing also applies to Service locations in Alaska.

**Section III: Additional Service Fees**

|   |                                |
|---|--------------------------------|
| Moving Fee (during hours)   | \$1,000 per location*          |
| Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday) | Additional \$500 per location* |

\*Subject to availability, pricing also applies to Service locations in Alaska

**Section IV: Local Access**

| NPA/NXX | Location   | Access Bandwidth | Local Access Non-Recurring Charge | Local Access Net Monthly Recurring Charge |
|---------|--|------------------|-----------------------------------|---|
| 847/329 | 6950 N EAST PRAIRIE RD,<br>LINCOLNWOOD, IL 60712 | 1G               | \$0.00                            | <b>\$600.00</b>                           |

This is the last page of the Pricing Document.

**AT&T and Customer Confidential Information**

Page 7 of 12  
ASAP!



## E-Rate Rider

### ATTACHMENT TO AT&T DEDICATED INTERNET ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by AT&T Corp. (AT&T) and LINCOLNWOOD SCHOOLS (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 it'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; (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.

#### 6. Customer Must Choose A or B

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*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.)  [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 07-01-2022.** 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

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,

**CONFIDENTIAL INFORMATION**

2 of 12

*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

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 Premises Support Structure ("CPSS") – General Terms and Conditions.

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3 of 12



## E-Rate Rider

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.
- 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.
- 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 Facilities. All early termination charges, plus recovery of entrance facility costs, will 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:**

- **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: <https://www.usac.org/e-rate/service-providers/step-5-invoicing/>.
- 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

**CONFIDENTIAL INFORMATION**

4 of 12

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**E-Rate Rider**

(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.

**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.**

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED \_\_\_\_\_

SO AGREED by the Parties' respective authorized signatories:

| <b>Customer</b><br>(by its authorized representative) | <b>AT&amp;T</b><br>(by its authorized representative) |
|---|---|
| By:   | By:   |
| Name:   | Name:   |
| Title:  | Title:  |
| Date:   | Date:   |

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