AT&T MA Reference No. 201403116572UA
AT&T PS Contract ID MIS14155675

AT&T

AT&T DEDICATED INTERNET
PRICING SCHEDULE

Customer	AT&T
TAMALPAIS UNION SCHOOL DIST Street Address: 395 DOHERTY DR City: LARKSPUR State/Province: CA Zip Code: 949391536 Country: US	AT&T Corp.
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Tara Taupier Title: Superintendent Street Address: 395 DOHERTY DR City: LARKSPUR State/Province: CA Zip Code: 94939 Country: United States Telephone: 415-945-1020 Email: ttaupier@tamdistrict.org	Name: Adriana Varela Street Address: 5555 E Olive Ave City: Fresno State/Province: CA Zip Code: 93727 Country: United States Telephone: 559-367-7961 Email: av9892@us.att.com Sales/Branch Manager: TRIPP, HOLLY A SCVP Name: DAVIS, LAKENDRA D Sales Strata: Retail Sales Region: USA **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: Tara Taupier	By:
Name: TARA TAUPIER	Name:
Title: SUPERINTENDENT	Title:
Date: 03/12/2020	Date:

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1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	**36 Months**
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
Pricing Schedule Term Extension Option	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Charges 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

4. SERVICE OR SERVICE COMPONENT WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RESALE OF SERVICES (US Mainland, and HI only)

Customer may resell the Service.

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6. RATES (US Mainland, and HI only)

Section I: AT&T Dedicated Internet Access Bandwidth

Table 1: DNS Services

Option	Undiscounted MRC
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 Installation Fee	Undiscounted ADI w/ Managed Router Installation Fee
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500
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 Installation Fee
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.

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Table 4: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following: 65.00%
0.5 Mbps	$257	$385	$940
1.0 Mbps	$258	$386	$510
1.5 Mbps	$259	$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
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	$268	$396	$198.00
15 Mbps	$359	$487	$162.33
20 Mbps	$449	$577	$144.25
25 Mbps	$542	$670	$134.00
ADI & ADI w/ Managed Router Discount 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
ADI & ADI w/ Managed Router Discount 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
ADI & ADI w/ Managed Router Discount 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

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ADI & ADI w/Managed Router Discount: 86.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 97.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following: 65.00%
ADI & ADI w/ Managed Router Discount 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
ADI & ADI w/ Managed Router Discount 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
ADI & ADI w/ Managed Router Discount 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 Charges

Discount: 100.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC*#
56 Kbps**	$225
128 Kbps**	$225
256 Kbps**	$225
384 Kbps**	$225
512 Kbps**	$225
768 Kbps	$225
1024 Kbps**†	$225
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

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Speed	Class of Service ADI & ADI w/ Managed Router MRC*#
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&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 Charges

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
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
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

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Speed	Undiscounted ADI & ADI w Managed Router MRC *#
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 Charges**

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC *#
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.

Table 8: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee*#	$1,000

*Charges waived for Sites with AT&T BVoIP Service.
Pricing also applies to Service locations in Alaska.

Table 9: Local Access

Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
1327 SIR FRANCIS DRAKE BLVD, SAN ANSELMO, CA, US, 94960	MIS Ethernet Access 1000 Mbps	$0.00	$875.00
700 MILLER AVE, MILL VALLEY, CA, US, 94941	MIS Ethernet Access 1000 Mbps	$0.00	$875.00

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Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
395 DOHERTY DR, LARKSPUR, CA, US, 94939	MIS Ethernet Access 1000 Mbps	$0.00	$875.00

Section II: AT&T Business in a Box℠

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	$50
Base Unit 24 Port	$70
Base Unit High Bandwidth	$70
8 Port Analog Module Add-On	$35
24 Port Analog Module Add-On	$70

* Pricing also applies to Service locations in Alaska.

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

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	$75
Base Unit 12 Port	$75
Base Unit 24 Port	$95
Base Unit High Bandwidth	$95
8 Port Analog Module Add-On	$40
24 Port Analog Module Add-On	$80

* 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 Charge *
Move, Addition, Change to 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 Charges	$225*

* Pricing also applies to Service locations in Alaska.

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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.

This is the last page of the Pricing Document.

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

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

This Attachment provides additional terms and conditions that apply if and when the Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit premises support structure ("CPSS" or "Facilities") installed by AT&T in order to bring Service to Customer's demarcation point.

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

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

2. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.

3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Bulk Upload Template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

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

5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon

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.

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the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

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

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

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

(i) Scope; ***Customer desires that Services commence on or about July 1 unless a different date is inserted here 03-20-2020.*** Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding. The Services term begins on the latter of July 1 or installation or delivery of those services, and will continue for the term stated in the Agreement

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

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

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

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

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

(iii) IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW

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(REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

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

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

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation associated with the delivery of the underlying Service. The equipment is owned by AT&T. Ownership of the equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment. The Equipment shall not be used by the Customer for any purpose other than the receipt of eligible telecommunications or Internet access service of which it is a part.

Accordingly, Customer hereby:

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

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

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

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

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

B. **SPACE** - Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable

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strength and quality to properly support the intended Equipment and the location of the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

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

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

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

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

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

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

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

Accordingly, Customer hereby:

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

Terms Applicable to CALNET customers with the following services:

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

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of $9200 for each site at which AT&T installs Customer Premises Support Structure facilities (CPSS).

AT&T

E-Rate Rider

- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer Site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

10. **USAC Invoicing Method**

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

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

b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC/SLD.

Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC/SLD (i) seeks recovery from AT&T for disbursed E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds requests (other than as the result of AT&T's failure to comply with the E-Rate requirements), then AT&T shall reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer shall (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC/SLD, each within ninety (90) days of notice from USAC/SLD. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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

☐ THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED . **03-20-2020**

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	**AT&T** (by its authorized representative)

AT&T

E-Rate Rider

By: Tara Taupier	By:
Name: TARA TAUPIER	Name:
Title: SUPERINTENDENT	Title:
Date: 03/12/2020	Date:

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.