



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

Customer	AT&T
City of San Antonio Street Address: 515 S. Frio City: San Antonio State/Province: TX Zip Code: 78207 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: John Rodriguez Title: Assistant Information Technology Director Street Address: 515 S Frio City: San Antonio State/Province: TX Zip Code: 78207 Country: USA Telephone: 210-207-4440 Email: john.rodriguez@sanantonio.gov Customer Account Number or Master Account Number:	Name: Letina Morales Street Address: 7159 San Pedro City: San Antonio State/Province: TX Zip Code: 78216 Country: USA Telephone: 210-288-9137 Email: LM3748@att.com Sales/Branch Manager: Tatum Minister SCVP Name: George Spencer 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

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

Unless otherwise specified herein, Services purchased under this Pricing Schedule must be managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf which is incorporated herein by reference and is subject to change by AT&T.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

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

This Agreement signed by AT&T first, is effective upon Customer signature provided that such fully signed Agreement is returned to AT&T not more than forty-five (45) days after the AT&T signature date. Any changes made to this document renders the Agreement null and void, expect for changes expressly authorized by the term of this Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Cassandra L. Neal</i>
Printed or Typed Name:	Printed or Typed Name: Cassandra L. Neal
Title:	Title: Contract Specialist - CGI
Date:	Date: April 24, 2020 hd5537

For AT&T internal use only:

Contract Ordering and Billing Number (CNUM):

WK# - Interstate-InterLATA – TBD WK# - ILEC-Intrastate –TBD Please sign by January 6, 2021	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

AT&T Switched Ethernet ServiceSM

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

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

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	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 following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	36 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.

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4. ADDS; MOVES

4.1 Adds

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

4.2 Moves

Per applicable Service Publication

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer’s order for any new Services shown on Attachment A.

5.1.2 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

Port Connection MRC

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

Bandwidth MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

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Bandwidth MRC (for 100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$ 33.07	\$ 43.60	\$ 54.13	\$ 64.66	\$ 75.19
4 Mbps	\$ 41.41	\$ 52.38	\$ 63.35	\$ 74.32	\$ 85.29
5 Mbps	\$ 45.57	\$ 56.76	\$ 67.95	\$ 79.14	\$ 90.32
8 Mbps	\$ 62.24	\$ 74.31	\$ 86.38	\$ 98.44	\$ 110.51
10 Mbps	\$ 79.12	\$ 92.07	\$ 105.02	\$ 117.98	\$ 130.93
20 Mbps	\$ 83.75	\$ 96.94	\$ 110.14	\$ 123.34	\$ 136.53
50 Mbps	\$ 131.51	\$ 143.17	\$ 143.17	\$ 143.17	\$ 194.35
100 Mbps	\$ 152.55	\$ 163.00	\$ 163.00	\$ 163.00	\$ 219.82
150 Mbps	\$ 183.00	\$ 183.00	\$ 183.00	\$ 183.00	\$ 259.08
250 Mbps	\$ 203.00	\$ 203.00	\$ 203.00	\$ 203.00	\$ 290.95
400 Mbps	\$ 223.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 330.78
500 Mbps	\$ 243.00	\$ 243.00	\$ 243.00	\$ 243.00	\$ 370.60
600 Mbps	\$ 263.00	\$ 263.00	\$ 263.00	\$ 263.00	\$ 408.00
1000 Mbps	\$ 283.00	\$ 283.00	\$ 283.00	\$ 283.00	\$ 436.75

Feature MRC

Feature	MRC
Enhanced Multicast	\$ 0.00

5.1.3 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
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**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
City of San Antonio**

A-1 Rates and Charges; Initial Quantities

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / EYQFX	34	\$ 167.00
100Mb CIR / Interactive - Basic Only / R6ELX	34	\$ 163.00

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

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

Port ID #	Street Address, City, State	Jurisdiction
1	2200 W Commerce, San Antonio, TX 78207	Intrastate
2	530 Heimer Rd, San Antonio, TX 78232	Intrastate
3	3350 E Commerce St, San Antonio, TX 78220	Intrastate
4	600 Soledad, San Antonio, TX 78205	Intrastate
5	11441 Vance Jackson Rd, San Antonio, TX 78230	Intrastate
6	200 N Park Blvd, San Antonio, TX 78204	Intrastate
7	2803 Hunter Blvd, San Antonio, TX 78224	Intrastate
8	2515 E Evans Rd, San Antonio, TX 78259	Intrastate
9	5245 Ingram Rd, San Antonio, TX 78228	Intrastate
10	9050 Wellwood, San Antonio, TX 78250	Intrastate
11	7978 West Military Drive, San Antonio, TX 78227	Intrastate
12	6307 Sun Valley Dr, San Antonio, TX 78227	Intrastate
13	15060 Judson Road, San Antonio, TX 78247	Intrastate

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Port ID #	Street Address, City, State	Jurisdiction
14	210 W Market St, San Antonio, TX 78205	Intrastate
15	233 Bushnell Ave, San Antonio, TX 78212	Intrastate
16	515 Castroville Rd, San Antonio, TX 78237	Intrastate
17	8700 Mystic Park, San Antonio, TX 78254	Intrastate
18	1023 Ada St, San Antonio, TX 78223	Intrastate
19	3222 Culebra Rd, San Antonio, TX 78228	Intrastate
20	3134 Roosevelt Avenue, San Antonio, TX 78214	Intrastate
21	5110 Walzem Road, San Antonio, TX 78218	Intrastate
22	1122 W Pyron Ave, San Antonio, TX 78221	Intrastate
23	20735 Wilderness Oak, San Antonio, TX 78258	Intrastate
24	8765 TX 151 Access Road, San Antonio, TX 78245	Intrastate
25	1315 San Pedro Ave, San Antonio, TX 78212	Intrastate
26	6322 US Hwy 87 E, San Antonio, TX 78222	Intrastate
27	13330 Kyle Seale Parkway, San Antonio, TX 78249	Intrastate
28	4618 Thousand Oaks Dr, San Antonio, TX 78233	Intrastate
29	4134 Harry Wurzbach Rd, San Antonio, TX 78209	Intrastate
30	6111 Rosedale Ct, San Antonio, TX 78201	Intrastate
31	5230 Eisenhower Road, San Antonio, TX 78218	Intrastate
32	3635 Medical Drive, San Antonio, TX 78229	Intrastate
33	7031 S New Braunfels Ave, San Antonio, TX 78223	Intrastate
34	1235 Enrique M Barrera Memorial Pkwy, San Antonio, TX 78227	Intrastate

Table 2 – Service Components and Features associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
2	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
3	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
4	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
5	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
6	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
7	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
8	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
9	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
10	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
11	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No

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WK# - ILEC-Intrastate –TBD

Please sign by January 6, 2021

For AT&T Administrative Use Only

Pricing Schedule No. _____

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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
12	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
13	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
14	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
15	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
16	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
17	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
18	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
19	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
20	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
21	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
22	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
23	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
24	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
25	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
26	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
27	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
28	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
29	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
30	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
31	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
32	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
33	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No
34	1 Gbps Basic	100 Mbps	N/A	Interactive	No	No

End of Document



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ATTACHMENT TO AT&T SWITCHED ETHERNET SERVICE (with NETWORK ON DEMAND) ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T Texas** [Insert name of AT&T affiliate] (AT&T) and City of San Antonio (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, 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

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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.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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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: <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: <i>Cassandra L. Neal</i>
Name:	Name: Cassandra L. Neal
Title:	Title: Contract Specialist - CGI
Date:	Date: April 24, 2020 hd5537

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