



**ILEC INTRASTATE GIGAMAN® SERVICE PRICING SCHEDULE  
PROMOTION 3 – POST TEXAS HOUSE BILL 2128**

AT&T MA Reference No.

<b>Customer</b>	<b>AT&amp;T</b>
RIVER ROAD INDEPENDENT SCHOOL DISTRICT Street Address: 9500 US 287 NORTH City: AMARILLO State/Province: TX Zip Code: 79108 Country: USA	AT&T Texas
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Sales Contact (for Notices)</b>
Name: GINA MONTGOMERY Title: DIRECTOR OF TECHNOLOGY Street Address: SAME AS ABOVE City: State/Province: Zip Code: Country: USA Telephone: 806-381-7800 Email: GINA.MONTGOMERY@RRISD.NET Customer Account Number or Master Account Number: 806-142-0204	Name: JUDY COLLINS Street Address: 3120 EDDY ST City: AMARILLO State/Province: TX Zip Code: 79106 Country: USA Telephone: 806-468-4420 Email: JUDY.COLLINS@ATT.COM Sales/Branch Manager: DON WOLLWEBER SCVP Name: DINO PERONE Sales Strata: NGEM Sales Region: SW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team 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: Agent Street Address:            City:            State:            Zip Code: Telephone:            Fax:            Email:            Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and is available to Customers with existing MegaLink® III Wideband Digital Service/1.544 Mbps (DS1), DS3, GigaMAN®, DecaMAN®, OPT-E-MAN®, Customized Switched Metro Ethernet Service ("CSME"), OC-n Point-to-Point or AT&T Switched Ethernet Service which is currently subscribed under a Texas House Bill 2128 agreement or which was formerly subscribed to under a Texas House Bill 2128 agreement which expired after June 13, 2015 and has not been placed under any other new agreement ("Texas HB Services"). This Pricing Schedule shall replace and supersede in its entirety all (if any) prior agreements for any existing Services identified in Attachment A to this Pricing Schedule, and no termination charges or minimum payment periods associated with the superseded agreement shall be imposed with respect to such Services.

If Customer's existing Texas HB Service is replaced by any new Service identified in Attachment A to this Pricing Schedule of equal or greater speed/bandwidth at the same location(s), AT&T will waive early termination charges on such existing Texas HB Service.

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

This Pricing Schedule will be invalid if not signed and submitted to AT&T by Customer on or before April 30, 2016.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

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**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

Service(s)	Service Provider	Service Publication (incorporated by reference)	Service Publication Location
GigaMAN® Service	AT&T Texas	AT&T Texas Guidebook, including Part 15, Section 4	<a href="http://cpr.att.com/guidebook/tx/index.html">http://cpr.att.com/guidebook/tx/index.html</a>

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

<b>Pricing Schedule Term</b>	until the first monthly anniversary of the Effective Date of this Pricing Schedule that occurs after June 30, 2019*
<b>Start Date of Minimum Payment Period (MPP) per Service Component</b>	later of the Effective Date or installation of the Service Component
<b>Pricing Schedule Term Renewal Option</b>	No Renewal option is available under this Pricing Schedule
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of the Pricing Schedule Term.
<b>Pricing following the end of Pricing Schedule Term</b>	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

\*For example, if the Effective Date is on the 10<sup>th</sup> day of any month, the Pricing Schedule Term shall expire on July 10, 2019.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	75%	until June 30, 2019

**4. ADDS; UPGRADES and DOWNGRADES; MOVES**

- 4.1 **Adds.** Orders for Service Components in excess of quantities listed in Section A-1 of Attachment A ("Adds") not permitted.
- 4.2 **Upgrades.** Upgrades of Service Components not permitted.
- 4.3 **Downgrades.** Downgrades of Service Components not permitted.
- 4.4 **Moves.** Moves of Service Components not permitted.

**5. WAIVERS**

<b>Waived Charges</b>
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

**6. RATES AND CHARGES; SITE and SERVICE CONFIGURATION**

See Attachment A.

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**7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS**

**7.1 Non-Appropriations of Funding.** If Customer is a government agency dependent entirely on government funding, by executing this Pricing Schedule, 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 Pricing Schedule term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Pricing Schedule, 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 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 under this section. 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 Pricing Schedule under this section, 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 Minimum Payment Period for such Service(s).

**7.2 Governing Law.** This Pricing Schedule and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State of Texas.

**7.3 Change of Law.** AT&T reserves the right to require periodic updates to the terms and conditions of this Pricing Schedule, and all relevant documents associated therewith, to maintain alignment with new and changed legislation, legal requirements, rules and regulatory requirements applicable to the products and services offered under this Pricing Schedule. If federal or state laws and regulations are changed and/or become effective that may impact the Terms and Conditions related to the products and services offered under this Pricing Schedule, the change of law Terms and Conditions shall be implemented through a contract amendment process whereby an authorized representative of the Parties shall execute a formal written amendment. Such Amendment shall be referred to as the "Change of Law Amendment."

Notwithstanding the foregoing, if the Parties cannot reach agreement on the Change of Law Amendment terms within 30 days of the effective date of the applicable law, and such change of law impacts the rates/prices contained in this Pricing Schedule, then the rates shall be implemented immediately in accordance with such applicable law. Such rate changes shall be implemented consistent with E-Rate rules and regulations and applicable procurement laws.

**7.4 State Government Dispute Resolution.** The Parties agree that to the extent required by law, AT&T's claim for breach of this Agreement that the Parties cannot resolve in the ordinary course of business or through the use of all reasonable and informal means will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, Texas Government Code, and compliance with Chapter 2260, Subchapter B, Texas Government Code, is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, Texas Government Code.

**7.5 Evolution of Service.** AT&T may replace any Service under this Pricing Schedule with a more advanced new service or a more advanced version of Service ("Successor Service"), subject to the materially adverse change clause of the Master Agreement. The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions.

<i>For AT&amp;T internal use only</i>	
Billing Telephone Number(s) for Existing service, if applicable:	806-142-0204

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**ATTACHMENT A  
RATES and CHARGES; SITE and SERVICE CONFIGURATION**

**A-1 Rates and Charges**

Standard non-recurring charges for any new Services identified below are waived. Special construction charges may apply. Pricing available only at the Service Sites specified below.

SERVICE	"New" or CKT ID (if Existing)	LOCATION (Street Address and City)	MONTHLY RATE (until June 30, 2017), per unit	MONTHLY RATE (July 1, 2017 – June 30, 2018), per unit	MONTHLY RATE (July 1, 2018 – end of Pricing Schedule Term), per unit
GigaMAN One LDC with Bundled Mileage	37.LUXX.500 047	9500 N UH 287, AMARILLO	\$453.00	\$634.20	\$712.50
GigaMAN One LDC with Bundled Mileage	37.LUXX.500 047	2800 W CHERRY AVE, AMARILLO	\$453.00	\$634.20	\$712.50
GigaMAN One LDC with Bundled Mileage	37.LUXX.500 048	9500 N UH 287, AMARILLO	\$418.00	\$585.20	\$712.50
GigaMAN One LDC with Bundled Mileage	37.LUXX.500 048	7600 PAVILLARD DR, AMARILLO	\$418.00	\$585.20	\$712.50

\*Note: for point-to-point services, price per circuit will equal the sum of the applicable prices at the A and Z locations of such circuit. **The rates set forth above for new Services do not include any optional features.**