



Sales Contact Information
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eSign Fax Cover Sheet Contract Id: 2938373

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

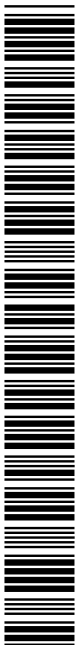
Total Pages: 9
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Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 2938373
 - II. All Pages stamped with Contract Id: 2938373
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 2828374
Contract Id: 2938373



**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

Customer	AT&T
LINCOLNWOOD SCHOOL DISTRICT 74 Street Address: 6950 N EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jordan Stephen Title: Director of Technology Street Address: 6950 EAST PRAIRIE RD City: LINCOLNWOOD State/Province: IL Zip Code: 60712 Country: USA Telephone: 847-675-8234 Email: jstephen@sd74.org	Name: Dana Sulprizio Street Address: 1876 DATA DRIVE City: HOOVER State/Province: AL Zip Code: 35244 Country: USA Telephone: 205-517-4474 Email: ds9454@att.com Sales/Branch Manager: Michael Hourihan SCVP Name: Ryan Addison Sales Strata: GEM Sales Region: EAST 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) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service according to the prices, terms and conditions set forth in this Service Agreement (the "Agreement"), as well as the AT&T Business Service Agreement ("BSA") <http://www.corp.att.com/agreement/>, and the AT&T High Speed Internet Terms of Service, <http://www.att.com/shop/internet/att-internet-terms-of-service.jsp>, which are incorporated herein by this reference. The order of priority of the documents is: this Service Agreement, the BSA, and then the Terms of Service. Service is provided by the AT&T Affiliate(s) identified below as the Service Provider(s). The Effective Date of this Agreement is the date on which the last party signs the Agreement unless a later date specified in the E-Rate Rider or required by regulation or law.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. 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 agrees it will if necessary account for the value of any gift cards and/or rebates provided under this Agreement per compliance obligations under the E-rate Program to assure USAC does not pay discounts on the value of any gift cards and /or rebates. Determining any impact of gift cards and/or rebates on potential E-rate funding rests with Customer and the SLD-USAC. Further guidance on these obligations can be found at: <https://www.usac.org/sl/applicants/step01/free-services-advisory.aspx>.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

1. SERVICE AND SERVICE PUBLICATION

Service	Service Publication Location	Terms of Service Applicable to the Services
AT&T Internet for Business	See Service Description in Section 4, below.	att.com/internet-terms

2. SERVICE AGREEMENT TERM AND EFFECTIVE DATES

Service Agreement Term	12 Months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Effective Date of Rates and Discounts	Effective Date of this Service Agreement

3. MINIMUM PAYMENT PERIOD

Service Components	Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
AT&T Internet for Business	\$20 per month remaining in term per AT&T Internet line installed may be applied	Until end of Service Agreement Term

4. SERVICE DESCRIPTION

AT&T Internet for Business is a digital data service that is provided either over a fiber optic medium or twisted pair copper medium. When provided over a fiber medium it uses either Gigabit Optical Passive Networking (GPON) technology or Switched Ethernet technology to deliver the service over the last mile from the AT&T central office ("CO"). When provided over a twisted pair copper medium, it uses one of two advanced versions of digital subscriber line loops ("DSL") technology that lets Customer send and receive data over existing telephone copper lines. The two technologies that support AT&T Internet are Internet Protocol DSL ("IP-DSL") and Very High Speed DSL ("VDSL") technology. For both technologies, a DSL signal travels on a copper line which can be either the same line that Customer's phone uses or a separate line without any voice service. AT&T Internet technology uses higher signal frequencies than those used by voice or fax. On shared lines, a DSL filter splits data traffic from voice traffic and routes them separately. Analog traffic (voice, and fax signals) is routed to the telephone or fax machine while the digital data traffic is routed to the AT&T Internet modem or router/gateway device. AT&T connects to a high-speed IP (Internet Protocol) backbone network using specialized DSL Access Multiplexers ("DSLAMs") located at the local CO, local remote terminal ("RT") or Video Ready Access Device ("VRAD"). Standard AT&T Internet is provided on a line that is shared with voice service (on IP-DSL) or co-located with a voice service (on VDSL technology). Standard AT&T Internet service is also provided with a dynamic IP address that can be changed or re-assigned when Customer logs onto the Internet. Also, service that requires a connection with static IP addresses that do not change is available at an extra charge. An AT&T-provided modem or router/gateway is required and must be either purchased or leased by Customer from AT&T.

4.1. Service Availability

AT&T Internet for Business is available only in the United States as follows:

- Service can be ordered in the following twenty-one (21) states: AL, AR, CA, FL, GA, IL, IN, KS, KY, LA, MI, MS, MT, NC, NE, OH, OK, SC, TN, TX, WI, subject to specific geographic availability.
- Customer can check specific availability of specific sites for all AT&T Internet for Business types with an AT&T sales representative or online at: <https://www.att.com/shop/unified/availability.html>.
- Actual speed achieved can vary depending on Customer location and line condition. Testing will be done at the time of installation.

4.2. Service Level Agreements (SLA)

All SLA computations, methodologies and credit requests are available to Customer at <http://www.att.com/businessdslsla>.

AT&T will be the only party to determine (in its sole discretion) whether AT&T has not met any of the SLAs. AT&T reserves the right to change or discontinue any or all of the SLAs at any time without notice to Customer. Customer must at all times cooperate with AT&T in testing, determining and verifying that a qualifying service outage has occurred.

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

5. RATES AND CHARGES

(Taxes and other charges may apply)

The pricing stated in this Service Agreement is stabilized through the end of the Term for AT&T Internet for Business orders placed on or before the Effective Date of this Service Agreement ("Initial Order"). At the end of the Term, Customer may continue Service (subject to any Minimum Payment Period that may still apply) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Term for each Service Component. While Customer is under a month-to-month service arrangement, AT&T may change the prices, terms or conditions for any Service Component(s) on 30 days' prior notice to Customer.

The pricing for any additional order of AT&T Internet for Business service after the Initial Order is subject to change without notice and will depend on the promotions and market rates available at the time of such order. Customer will be required to sign a new Service Agreement or Pricing Schedule for any future order of AT&T Internet for Business service. No discounts apply.

Downstream Speed†	Upstream Speed (IP-DSL)†	Upstream Speed (VDSL)	Upstream Speed (GPON)	Upstream Speed (Switched Ethernet)	Product Name	Monthly Recurring Charge
Up to 768Kbps	Up to 384Kbps	N/A	N/A	N/A	Internet Basic 768Kbps	\$30.00
Up to 1.5Mbps	Up to 384Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 1.5	\$30.00
Up to 3Mbps	Up to 512Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 3	\$30.00
Up to 5Mbps	Up to 1Mbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 5	\$30.00
Up to 6Mbps	Up to 768Kbps	Up to 1Mbps	Up to 1Mbps	N/A	Internet Basic 6	\$30.00
Up to 10Mbps	Up to 1Mbps	Up to 1Mbps	Up to 1Mbps	NA	Internet 10	\$30.00
Up to 12Mbps	Up to 1Mbps	Up to 1.5Mbps	Up to 1.5Mbps	N/A	Internet 12	\$30.00
Up to 18Mbps	Up to 1Mbps	Up to 1.5Mbps	Up to 1.5Mbps	N/A	Internet 18	\$30.00
Up to 24Mbps	N/A	Up to 3Mbps	Up to 1.5Mbps	N/A	Internet 24	\$30.00
Up to 25Mbps	N/A	Up to 5Mbps	N/A	N/A	Internet 25	\$30.00
Up to 45Mbps	N/A	Up to 6Mbps	N/A	N/A	Internet 45	\$40.00
Up to 50Mbps	N/A	N/A	Up to 50Mbps	Up to 50Mbps	Internet 50s	\$50.00
Up to 75Mbps	N/A	Up to 8Mbps	N/A	N/A	Internet 75	\$40.00
Up to 75Mbps	N/A	Up to 20 Mbps	N/A	N/A	Internet 75	\$40.00
Up to 100Mbps	N/A	Up to 20Mbps	N/A	N/A	Internet 100	\$40.00
Up to 100Mbps	N/A	N/A	Up to 100Mbps	Up to 100Mbps	Internet 100s	\$50.00
Up to 300Mbps	N/A	N/A	Up to 300Mbps	Up to 300Mbps	Internet 300s	\$75.00
Up to 500Mbps	N/A	N/A	Up to 500Mbps	Up to 500Mbps	Internet 500s	\$115.00
Up to 1.0Gbps	N/A	N/A	Up to 1.0Gbps	Up to 1.0Gbps	Internet 1000s	\$120.00
Up to 2.0Gbps	N/A	N/A	Up to 2.0Gbps	N/A	Internet 2000s	\$225.00
Up to 5.0Gbps	N/A	N/A	Up to 5.0Gbps	N/A	Internet 5000s	\$395.00

† Actual speeds based on DSL synch rate, may vary, and are not guaranteed. Many factors affect speed. Service and speed not available in all areas.

**AT&T INTERNET FOR BUSINESS FOR E-RATE
SERVICE AGREEMENT**

6. EQUIPMENT**6.1 EQUIPMENT CHARGES ("CPE")***

Equipment	AT&T Internet for Business Charge
Modem/Router/Gateway	There is no monthly charge for the equipment. Equipment must be returned to AT&T within 20 days of service cancellation or Customer will be charged for the full value of the equipment.

*CPE Prices are subject to change.

7. SERVICE SUPPORT CHARGES

Description	Charge
Email addresses	Up to 11 email addresses included
Self Installation Kit	Not available on AT&T Internet for Business
Professional Installation – Static IP	Waived
Professional Installation – Dynamic IP	Waived

8. IP ADDRESSING (STATIC IP)

Additional Blocks of Static IP Addresses	Monthly Recurring Charge
(5) Static IP Addresses	\$15.00
(13) Static IP Addresses	\$25.00
(29) Static IP Addresses	\$30.00
(61) Static IP Addresses	\$35.00

End of Document

FOR AT&T ADMINISTRATIVE USE ONLY	
ROME ID	
ATTUID	



E-Rate Rider

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

This Attachment ("Attachment") is entered into by **AT&T ILEC SERVICE** [Insert name of AT&T affiliate] (AT&T) and LINCOLNWOOD SCHOOL DISTRICT 74 (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

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property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

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

8. Terms of Equipment Usage

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

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

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

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

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

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

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

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- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

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

- **CALNET 3 Extension Agreements**: IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS'19 ("CALNET NEXTGen Contract"), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

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

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

11. Reimbursement of USAC

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

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12. Contract Requirements.

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

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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