G. MANSFIELD INDEPENDENT SCHOOL DISTRICT, BEN 140867

- TEXAS DIR TEX-AN SERVICE PROVIDER CONTRACTS DETAIL
- AT&T ILEC NETWORK SERVICES SAMPLE

Communications Technology Services
Voice and Data Solutions for Texas

TEX-AN Service Provider Contracts

About file formats.

TEX-AN NG contracts are all E-RATE certified. Application number: 913190000842787

Vendor Name	Contract No.	Product Sub-Type
AT&T Corporation	DIR-TEX-AN-NG-CTSA-005	Internet, Data, Long Distance, Small Office/Home Office (SOHO), Local Voice, Metro Ethernet, Voice Over IP (VOIP)
Hughes Network Systems, LLC	DIR-TEX-AN-NG-CTSA-002	Small Office/Home Office (SOHO), Satellite
Level 3 Communications, LLC	DIR-TEX-AN-NG-CTSA-007	Internet, Data, Metro Ethernet
Windstream Corporation (formerly PAETEC Communications, Inc.)	DIR-TEX-AN-NG-CTSA-009	Local Voice, Wireless Broadband, Internet
Proactive Communications	DIR-TEX-AN-NG-CTSA-001	Satellite
Qwest Communications Company, LLC, dba CenturyLink	DIR-TEX-AN-NG-CTSA-004	Long Distance, Internet, Voice Over IP (VOIP)
Skyfiber, Inc.	DIR-TEX-AN-NG-CTSA-003	Wireless Broadband
Time Warner Entertainment - Advance/Newhouse Partner dba Time Warner Cable through its Texas Region	DIR-TEX-AN-NG-CTSA-008	Metro Ethernet, Small Office/Home Office (SOHO),Internet
TW Telecom of Texas, LLC.	DIR-TEX-AN-NG-CTSA-006	Long Distance, Data, Internet, Small Office/Home Office (SOHO), Metro Ethernet, Voice Over IP (VOIP), Local Voice
Verizon Business Network Services, Inc.	DIR-TEX-AN-NG-CTSA-010	Internet, Small Office/Home Office (SOHO), Voice Over IP (VOIP)

TW Telecom only provider offering all services but do not have fiber in area for high bandwidth circuits.

If you have difficulty viewing a posted document, please contact the DIR Public Information Officer at (512) 463-5193.

Dept. of Information Resources
300 W. 15th St. Ste. 1300
Austin, TX 78701 MAP
(512) 475-4700

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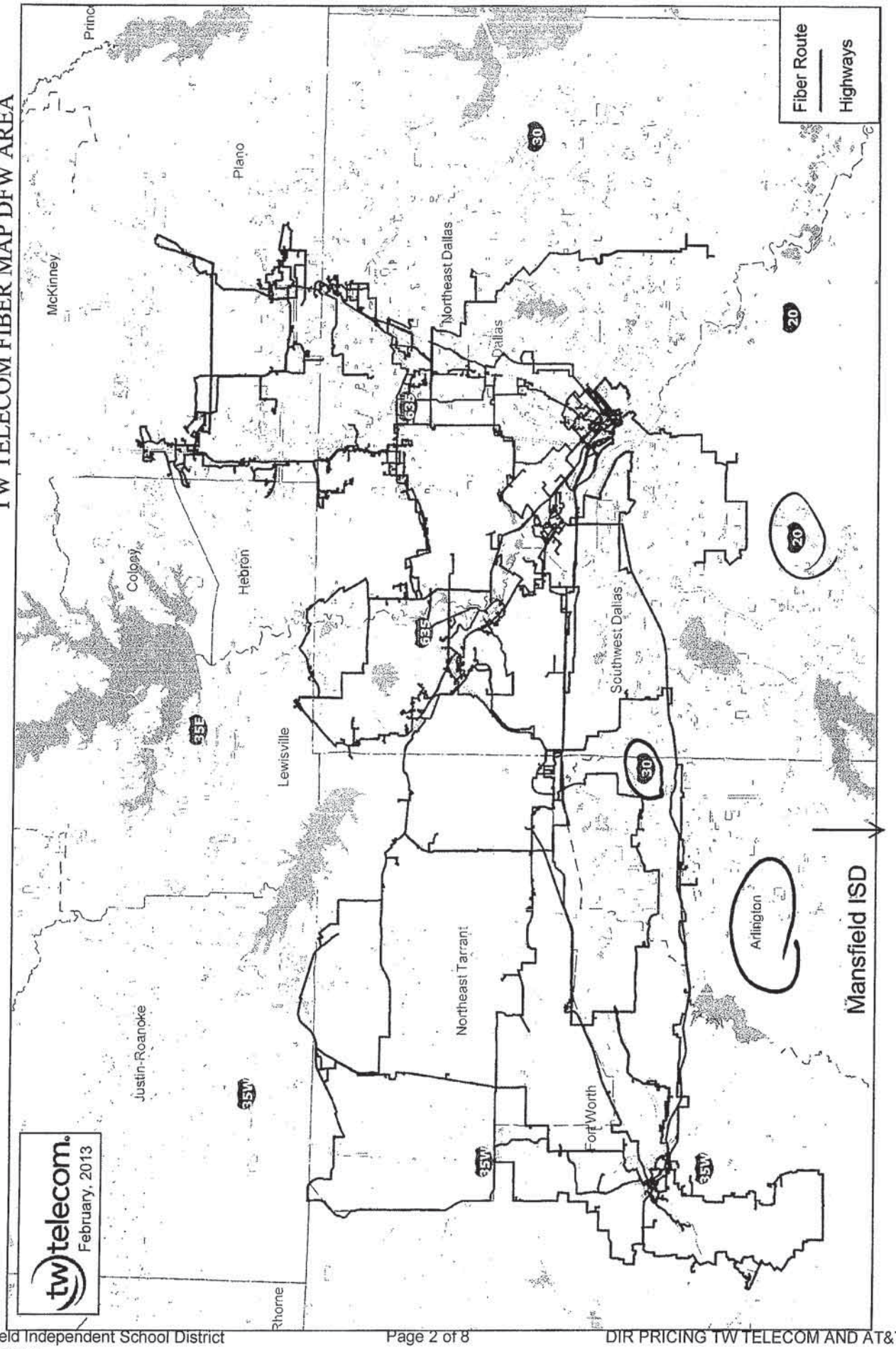
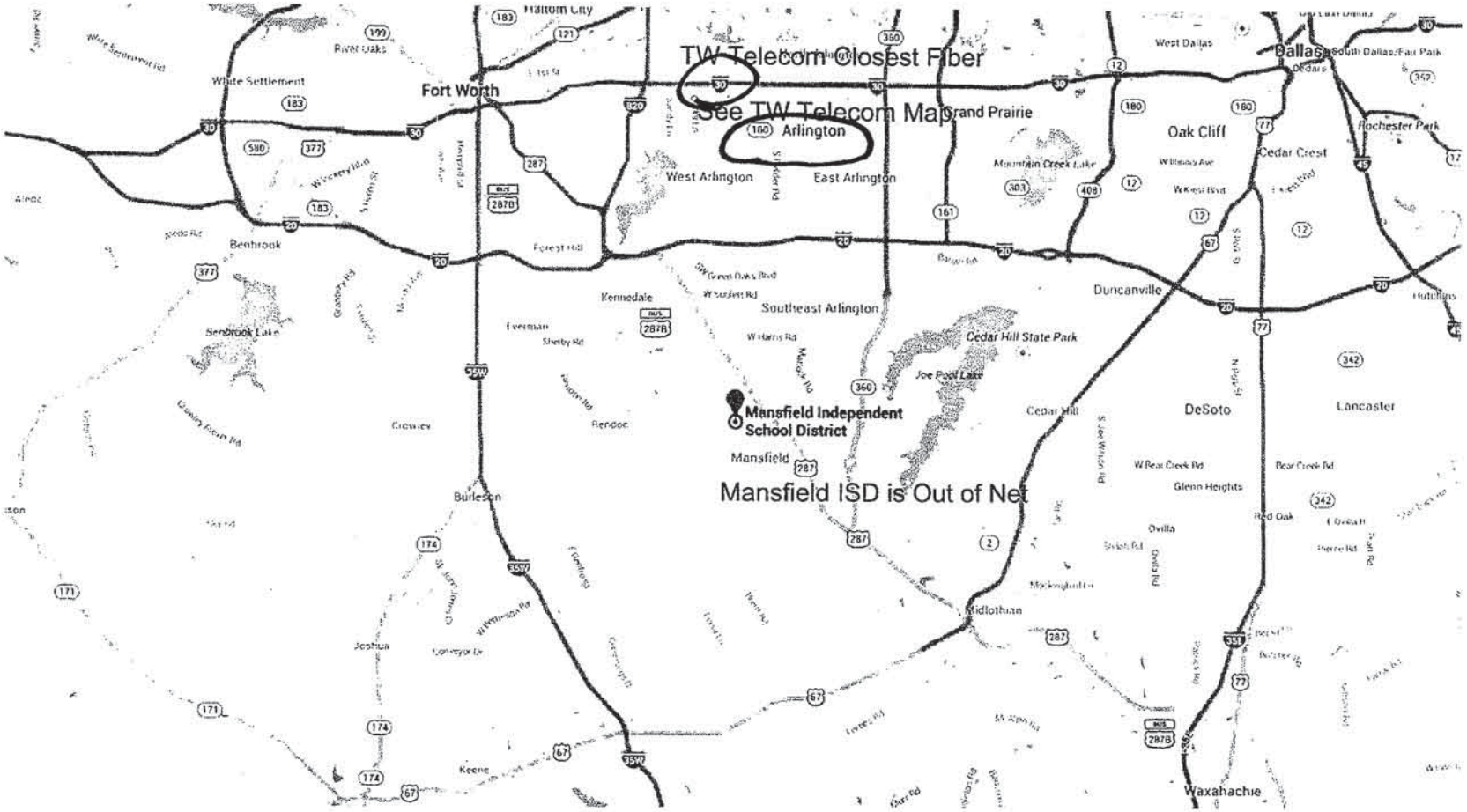
TW TELECOM FIBER MAP DFW AREA




TW Telecom Closest Fiber
See TW Telecom Map
Mansfield ISD is Out of Net
Mansfield Independent School District
Fort Worth
White Settlement
River Oaks
Haltom City
Arlington
West Arlington
East Arlington
Grand Prairie
Dallas
West Dallas
Oak Cliff
Cedar Crest
Rochester Park
Mountain Creek Lake
Benbrook
Seabrook Lake
Kennedale
Southeast Arlington
Duncanville
Cedar Hill State Park
Joe Pool Lake
Cedar Hill
DeSoto
Lancaster
Glenn Heights
Ovilla
Red Oak
Mansfield
Burleson
Crowley
Everman
Rendon
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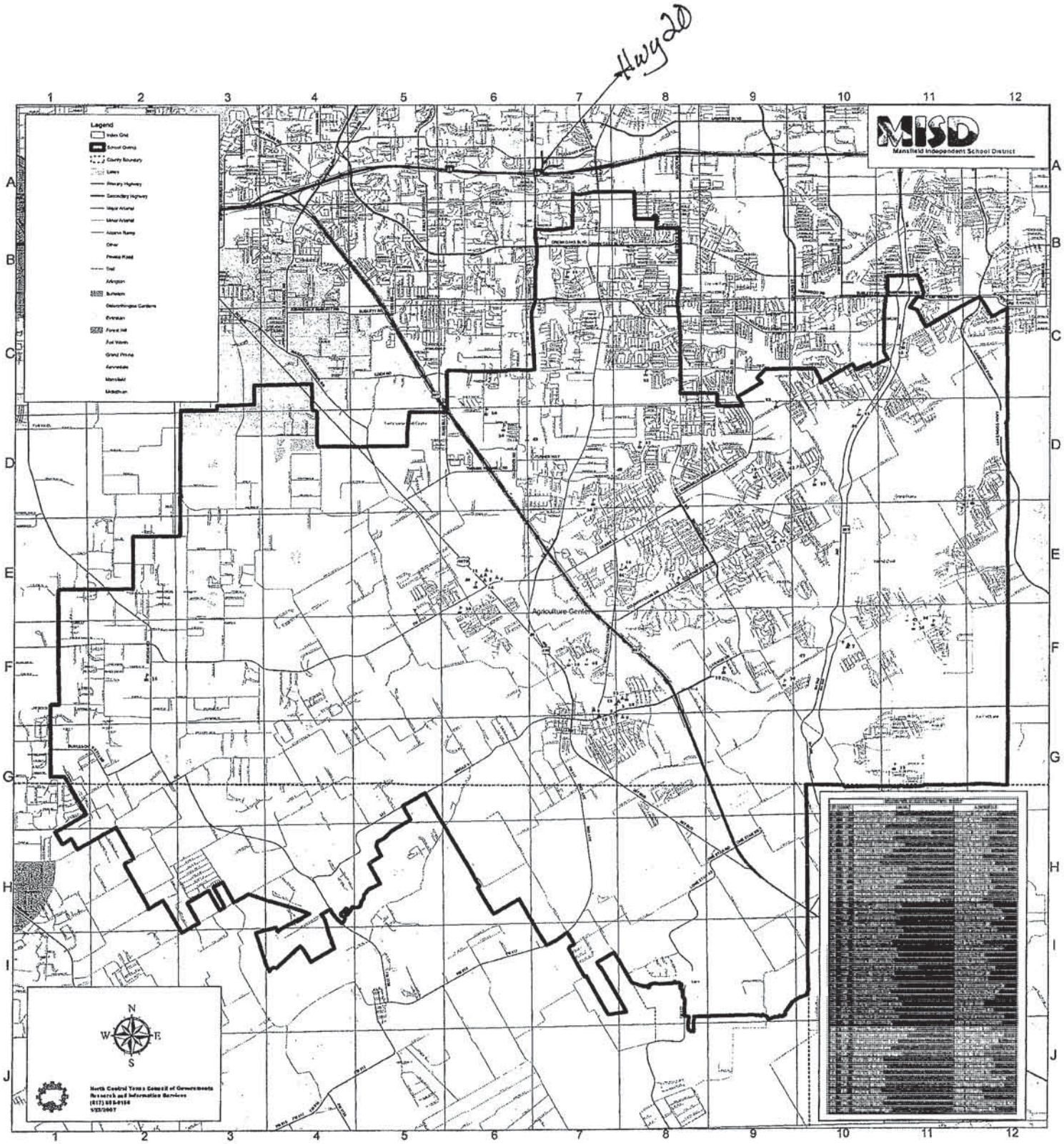
Hwy 20
MISD
Mansfield Independent School District
Legend
Agriculture Center
N
W
E
S

GENERAL PRICING

Rates are based on a 5-yr term, but are provided with no contract obligation beyond the first 12 months of service.

Rates are based on On-Net Services. "On-Net Service" means a Service that is provisioned entirely on tw telecom's network utilizing our fiber facilities to the end user location.

AT&T

"Off-Net Service" means a Service where tw telecom must procure the "last mile" from the LEC or some other provider as tw telecom does not have fiber facilities to the end user location.

Prices assume that facilities exist. If facilities have to be created, the monthly price can either increase or a one-time special construction charge can be applied. DIR or DIR Customer will have the option to accept the price or cancel the order.

Particular bandwidths will require the bonding of multiple T1 or DS3 circuits to accommodate; multiply the Off-net local loop charges accordingly, e.g., 2xT1 = 3mb, 4xT1 = 6mb.

Any Off-Net Service required to provision Services to a particular location not listed among those locations identified will be priced ICB.

tw telecom is offering the first month free on any new orders for any new services up to $2500.00 monthly recurring charge for the first year of the Tex-AN NG contract. This offer applies to the on-net service only.

Portability - Early term fees: fees will be waived provided that the MRCs associated with the applicable higher bandwidth or newer technology service multiplied by the number of months in the committed term are equal to or higher than the MRCs associated with the existing services multiplied by the number of months remaining in the term as of the date of the move (provided the existing svcs are on-net), If off-net, customer will reimburse vendor for any amounts payable to 3rd party.

tw telecom must be the underlying service provider of an associated voice facility for local dial-tone, in order for the below rates to apply.

PRICING WITH DIR COST RECOVERY FEE (CRF)
(CUSTOMER PAYS THIS AMOUNT)

Cost Recovery Fee = 4%

LOCAL VOICE PRICING

Item	MRC	MRC Description	NRC	NRC Description
Business Line Service	$16.47	Sold at a minimum qty of 10 by common service address	$0.00	
T1 Line (2-way)	$378.56		$0.00	
Analog Trunk	$22.88		$0.00	
Digital Trunk	$378.56	Sold at T1 Level		
Direct In Dial Trunk	$378.56	Sold at T1 Level		
Direct Out Dial Trunk	$378.56	Sold at T1 Level		
ISDN PRI Circuit	$378.56		$0.00	
ISDN BRI Circuit	NSP	tw telecom does not provide BRIs		
Single DID	$0.07		$0.00	
Block of 10 DIDs	$0.73		$0.00	
Block of 100 DIDs	$7.28		$0.00	
Toll Restriction	$0.00	Standard No-cost Feature	$0.00	
Caller Identification	$0.00	Standard No-cost Feature	$0.00	
Hunt Groups for Multiple Lines	$0.00	Standard No-cost Feature	$0.00	
Series Completion Hunting	$0.00	Standard No-cost Feature		
Caller ID Feature (DID)	$0.00	Standard No-cost Feature	$0.00	
Extended Area Service	$0.00		$0.00	
Business Expansion Service	N/A	See BES below		
BES - Virtual Rate Center	$33.28			
Five BES DIDs	$0.00			
EES - Expanded Exchange S	N/A	See EES below		
EES Trunk/Line	$24.00			
EES T1 Facility	$395.20			
Authorization Codes	N/A			
Business Line Service - Premium Feature Package Included Features:	$7.80	Per Line Premium Feature Package	$0.00	
8/10 Number Speed Calling	NSP		NSP	
30 Number Speed Calling	NSP		NSP	
Anonymous Call Rejection	NSP		NSP	
Call Forwarding	NSP		NSP	
Call Hold	NSP		NSP	
Call Transfer (on lines only)	NSP		NSP	
Call Waiting	NSP		NSP	
Calling Name & Number Deli	NSP		NSP	
Three way calling	NSP		NSP	
Continuous Redial	NSP		NSP	
Distinctive Ring	NSP		NSP	
Last Call Return	NSP		NSP	
Priority Call	NSP		NSP	
Remote Access to Call Forwarding	NSP		NSP	
Selective Call Forwarding	NSP		NSP	
Selective Call Rejection	NSP		NSP	
Trunk Features	N/A	See Features belw		
Call by Call	$0.00		$0.00	
Call Transfer	$0.00		$0.00	
Two B-Channel Transfer	$0.00		$0.00	
First 3 Trunk Groups per T1	$0.00		$0.00	
Each Additional Trunk Group per T1	$52.00	Per Additional Trunk Group	$0.00	
First 3 Route Indexes per Trunk Group	$0.00		$0.00	
Each Additional Route Index per Trunk Group	$0.00		$0.00	
Calling Number and Name Transmission	$0.00		$0.00	
Business Continuity Auto ReRoute	N/A	See Auto Reroute		
Auto Reroute - 6 call paths	$8.32	Fee per 6 call paths	$0.00	
Auto Reroute - 12 call paths	$16.64	Fee per 12 call paths	$0.00	
Emergency Reroute	$0.00	Not charged monthly	$260.00	
Remote Call Forwarding	$9.98	Per call path	$0.00	
Voice Mail	$7.23	Per Mailbox per Line	$0.00	
TSP	$5.20		$0.00	

Off-Net rate will be comprised of the MRC rates above plus the local loop rates for T1 and DS3-based access.

Any Off-Net Service connections above a DS3 level are ICB.

NSP - Not Separately Priced

GENERAL PRICING

1) Existing AT&T Customers will transition to new rates beginning no later than September 1, 2011.
2) Greenwood Co-Location Services:
DIR hereby agrees to pay AT&T TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($2,500.00) monthly for Greenwood co-location services for a total annual value of THIRTY THOUSAND AND NO/100 DOLLARS.

Pricing Terms and Conditions

These Pricing Terms and Conditions apply only to Services administered under the TEX-AN NG Contract: DIR - TEX-AN-NG CTSA 005.

These Pricing Terms and Conditions are of general applicability except where specific alternative treatment of the subject is stated.

Term Requirements:

1) Non Recurring Charges (NRC) apply for Local Services which are offered on a Month to Month basis.
2) Unless otherwise stated, Non Recurring Charges for all Services, including Smart Trunks are waived contingent upon Customer maintaining Services for period of no less than 24 full months otherwise, the waived installation fees will be recovered by AT&T from customer. This is not applicable to custom, MIS or Advanced services.
3) Non Recurring Charges may apply for custom, ICB or Advanced LD Services as defined in the pricing schedule.
4) Managed Internet Service (MIS) Ports and its associated components term is equivalent 30 month minimum term period per line without exception.

   Flat rate MIS: rates for the MIS port are contingent on port bundled with access for T1, NXT1, and DS3 access speeds where access is purchased from AT&T (total service bundle required).

   MIS Fast Ethernet: Rates for the MIS port are contingent on a bundled offer with the Ethernet access. EAMIS is sold as a total service. Subject to the standard availability and qualification of the EAMIS product as documented in the Guidebook. MIS Fast Ethernet port only pricing can be used whenever the Ethernet access is existing and belongs to the AT&T LEC SBC.

   Minimum payment period of 30 months is required on all individual service components of product. Installation charges waived. Full recovery of waived installation fees is required if minimum payment period is not met.

5) In addition to the repaying of any previously waived installation charges if the mutually agreed upon defined commitment time period is not met, early service termination penalties may apply with the exception of the SLA disconnection remedy for Chronic conditions as set forth in Attachment D-1 to Exhibit D, Performance Management of the CTSA.
6) Fiber based Services (CSME, Opteman, Gigaman, etc.) minimum 2 year term per individual line/circuit installed. The early service termination penalty of 50% of the monthly recurring charges will apply if the commitment time period is not met.
7) Custom Pricing and Terms and Conditions are for Services requested. For rate elements not found in the pricing sheets, either Service Guide rates or existing Tariff rates, rules and regulations will apply.
8) Services assume AT&T Texas facilities exist and no special construction will be required. If special construction is required and it results in a higher rate for the specific service, then DIR and /or the Customer, as appropriate, will have the option to accept the new rate or withdraw the request for that specific service.

9) Customer initiated changes to the service delivery model that require changes in the service delivery elements such as central offices, fiber distribution systems, platforms, etc. may result in an adjustment in the Customer price. Example: customer requests copper service delivery changed to fiber and may result in adjusted pricing.

10) Certain products and services that are offered by AT&T are subject to our quality control lifecycle management process. This includes notification of product retirement, sales hold, grandfather date, sunset date and end of life date. AT&T will consult DIR and its Customers to offer migration strategies to the newer emerging technologies.

Term Requirements:

LD Voice Rates: If AT&T's billing system limitations prevent the implementation of net effective rates to the precision shown below, net effective rates may be rounded, not truncated, as necessary to implement rates as accurately as possible. AT&T will notify DIR of any variation in the OneNet rating as stated in the F-18 Billing Plan.

Local Access: Non-standard Local Access Pricing has been approved for DS3, OC3, OCX, Fiber/Ethernet based access with the following contingency. Access pricing is being differentiated by In-Franchise (serviced by AT&T) vs. Out-of-Franchise (3rd party providers). Pricing approved is only applicable where AT&T is the Incumbent Local Exchange Carrier (ILEC), where facilities are available, for Local Channels where AT&T Corp or an AT&T Affiliate or Subsidiary owns the facilities form the Customer Premises to the AT&T Central Office. Out of region locations will be reviewed on an ICB basis for pricing.

Fiber Based Access: If 3rd party provided service and does not terminate within AT&T POP or AT&T Central Office, customer will be responsible for payment of all 3rd party service surcharges.

Fiber Based Access: These rates are contingent upon completion of a facility check. These rates cannot be included in a contract unless the results of a facility check are provided by the account team. If the facility check results in a one-time Non Recurring Charge (NRC), that charge must be included in the contract incremental to the rates stated above.

MPLS (AVPN): AVPN discounts authorized when access is provided by AT&T Corp (aka Total Service). Stand alone AVPN port purchase not supported by this pricing agreement. Clear Channel access for AVPN is included in the rates provided.

1518

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AT&T ILEC Intrastate Tariff Network Services Agreement
for Texas HB2128 Eligible Customers
Provided Pursuant to Custom Terms

AT&T Case Number (for AT&T internal use only): 252517.1.1 / 252905.1.1 / 250972.1.1

Customer ("Customer")	**AT&T ("AT&T")**
Mansfield ISD 605 E Broad St Mansfield Texas 76063	For purposes of this Service Agreement, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices ☒ Primary Sales Contact**
Name: Doug Brubaker Title: Assistant Superintendent, Technology Information Services Telephone: 817 229 1980 Fax: 817 453 5349 E-mail: dbrubaker@mansfieldisd.org Address for notices, if different from above: Street Address City State Zip Code USA	Account Rep Name: Chris LaPorte Title: Sr Account Manager Telephone: 817-884-9501 Fax: 214-761-8163 Email: cl5354@att.com Street Address: 1116 Houston St City: Fort Worth State: TX Zip Code: 76102 With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) ☐ Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service described in Section I and II, below, in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable tariffs. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer. The rates, terms and conditions of this Agreement are available only to qualifying entities under Texas HB2128. Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below.

[_____] Customer hereby acknowledges receipt of the AT&T customer building / site preparation document for the fiber-based Service which describes the physical conditions of customer premises that must be made available before Service can be installed. Note: Customer site preparation is a major factor impacting service implementation dates.

☒ Above statement does not apply.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Printed or Typed Name: Bob Morrison	Printed or Typed Name: GABRIELA RATULOV
Title: Superintendent	Title: LEAD - CUSTOMER CONTRA
Date: 3/23/11	Date: 03-24-2011

AT&T ILEC Intrastate Tariff Network Services Agreement
for Texas HB2128 Eligible Customers
Provided Pursuant to Custom Terms

Service Provider: Southwestern Bell Telephone Company d/b/a **AT&T Texas**

Order Type: ☒ **New Install**
☐ **Renewal of Service**

Order Information and Term:

I. **Service:** One enhanced GigaMan service between customer's premises located at 605 E Broad St at Flr.1 and customer's premises located at 1522 N Walnut Creek., at Flr.1 in Mansfield, TX

II. **Service Location(s):** AT&T will install and maintain Service at the quantities and Service location(s) as listed on Attachment 1.

III. **Service Term ("Term" or "Minimum Payment Period"):** **60** Months

IV. **Existing Circuit ID(s) (if applicable):**

V. **Requested Installation Date:** 7/1/2011

VI. **Rates and Charges:** In accordance with the Terms and Conditions attached hereto and incorporated herein by this reference, AT&T shall provide Service in the quantities and at the locations designated in Attachment 1 at the monthly recurring rates and one-time non-recurring charges designated in Attachment 1.

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

VIII. **Attachments:**
The Terms and Conditions for Service are attached hereto and incorporated herein by this reference.
Attachment 1 for Service Quantities, Locations, Monthly Rate and Non-Recurring Charges is attached hereto and incorporated herein by this reference.

For internal use only	
Billing Telephone Number for Existing service, if applicable:	

TERMS AND CONDITIONS

1. Definitions

"**Service Component**" means an individual component of a Service provided under this Agreement.

Tariffs. "Tariffs" are documents containing terms and conditions for a service that AT&T files with regulatory commissions. Tariffs can be found at www.att.com/servicepublications.

2. Service Term. For the Service(s) offered under this Agreement, the Term for all Services shall begin on ("Term Start Date") (1) if this Agreement is only for "New Install" as checked above, on the date when the first Service at the first Customer Site is installed and available for use by Customer pursuant to this Agreement, or (2) if this Agreement is for "Renewal of Service" as checked above, on the Effective Date, and will continue for the Term as listed above. No rates or discounts shall be applied prior to the Term Start Date. Upon the expiration of the Term, no rates or discounts provided under this Agreement will apply to such Service. For any Service provided under this Agreement, upon expiration of the Term, Customer will have the option to either (a) notify AT&T as per contract notice information on page 1 of this Agreement of Customer's desire to terminate the Service or (b) continue using the Service on a month-to-month basis until the Service is terminated by either party on thirty days' notice. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

3. Pricing. The rates and charges stated in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable tariff. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a tariff will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

4. Billing and Payments. Customer will pay AT&T the Monthly Charges and Non-recurring Charges set forth herein. Customer's obligation to pay for all Services will begin upon the Term Start Date. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges will be quoted and must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees as specified in the applicable tariff, at the rate specified therein.

5. Termination for Convenience. The following termination provisions are only applicable to Services provided pursuant to this Agreement.

5.1. If Customer cancels this Agreement prior to the Term Start Date, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination.

5.2. If Customer terminates Service(s), in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Term, Customer shall pay a termination liability of an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service(s) as set forth in this Agreement, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities. These charges shall become due and immediately payable upon termination.

6. Tariff and Regulations.

This Agreement may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the tariff. This Agreement may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

7. Customer's Cooperation.

7.1. Customer will in a timely manner allow AT&T to access, or at Customer's expense obtain timely access for AT&T to, property (other than public property) and equipment reasonably required to provide the Services. Access includes information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way).

7.2. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety, or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate the affected Service, or suspend performance until Customer removes the hazardous materials.

8. MISCELLANEOUS PROVISIONS

8.1. **Publicity and Trademarks**. Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

8.2. **Amendments and Waivers**. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

8.3. **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 8.5 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

8.4. **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the first page of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

8.5. **Governing Law.** This Agreement 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.

9. Entire Agreement. In addition to the provisions in this Agreement, Services are governed by applicable Texas state tariffs, the Texas Public Utility rules and regulations, and the Texas Utilities Code. In the event of conflict or discrepancy between provisions of this Agreement and provisions of the applicable tariff as modified by the Texas Utilities Code, the order of priority will be (1) the provisions of the Texas Utilities Code, (2) Texas Public Utility rules and regulations, (3) this Agreement, and (4) tariff. This Agreement and the applicable tariff(s), as modified, constitute the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

10. If applicable, this Agreement supersedes case # 60492.1.1.

End of Document

ATTACHMENT TO AT&T ILEC Intrastate Tariff Network Services Agreement for HB2128 Eligible Customers ("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 Mansfield ISD ("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.

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

Customer may 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. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of 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, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.

2. 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.

3. 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. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.

4. 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 Item 21 Attachment; if appropriate, (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.

5. 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.

CONFIDENTIAL INFORMATION

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6. 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 or funding 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 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.

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.

1. Scope: Customer desires that Services commence on or about insert date. 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 not approve funding or may delay its decision.

2. 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.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

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

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

1. 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.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), 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 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.

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3. 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 (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

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at&t

E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN') being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

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 **<Date of Original Attachment>**.

SO AGREED by the Parties' respective authorized signatories:

	AT&T Corp. ("AT&T")
Customer Signature:	*AT&T Signature:*
Print Name: Bob Morrison	Print Name: GABRIELA RATULOWSKI
Title: Superintendent	Title: LEAD - CUSTOMER CONTRACTS
Date: 3/23/11	Date: 03-24-2011

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Service Quantities, Locations, Monthly Rate and Non-Recurring Charges
Attachment 1 to

SELECT ONE:

X Place X here if this is an Attachment to AT&T ILEC Intrastate Tariff Network Services Agreement for Texas HB2128 Eligible Customers Provided Pursuant to Custom Terms

_____ Place X here if this is an Attachment to AT&T ILEC Intrastate Tariff Network Services Pricing Schedule for Texas HB2128 Eligible Customers Provided Pursuant to Custom Terms

_____ Place X here if this is an Attachment to AT&T ILEC Intrastate Network Services Agreement for Texas HB2128 Eligible Customers Provided Pursuant to Custom Terms

_____ Place X here if this is an Attachment to AT&T ILEC Intrastate Network Services Pricing Schedule for Texas HB2128 Eligible Customers Provided Pursuant to Custom Terms

_____ Place X here if this is an Attachment to Texas House Bill 2128 Intrastate Network Services Agreement AT&T Advanced Solutions

CUSTOMER NAME: Masfield ISD

SERVICE: GigaMan
If contract includes more than one Product, use additional Attachments.)

*Note: For OPT-E-MAN, Indicate: 1 Gbps Port or 100 Mbps Port; Basic Connect or Basic Plus; CIR speeds; and Bronze or Silver Grade of Service
*Note: For CSME, indicate I Gbps Port or 100 Mbps Port or 10 Mbps Port

Case Number # (for AT&T Internal Use Only)	QUANTITY of CIRCUITS/ SERVICES	LOCATION A - SERVICE STREET ADDRESS, AND CITY	LOCATION B (If applicable) - SERVICE STREET ADDRESS, AND CITY	MONTHLY RATE	NON-RECURRING CHARGE	ADDITIONAL INFORMATION
252517.1.1	1	605 E Broad St, Mansfield, TX 76063	1522 N Walnut Creek, Mansfield, TX 76063	$1,009.59	$0.00	60 month
252905.1.1	1	1522 N Walnut Creek, Mansfield, TX 76063	3001 N Freeway, Fort Worth, TX 76106	$1,126.00	$0.00	60 month
250972.1.1	1	1522 N Walnut Creek, Mansfield, TX 76063	280 Nelson Wyatt Rd, Mansfield, Texas 76063	$945.00	$0.00	60 month

HB2128

860.11 – Custom Specific Proposal Summary – 60492.1.1 Renewal

Milwaukee, March 21, 2011

Enclosed are the intrastate rates specifically developed for the Private Network Service for renewal of case 60492.1.1 for Mansfield ISD. These rates were developed pursuant to the Private Network Services Tariff and are correct and appropriate for 365 days from the date of this letter.

If these rates are accepted by the customer, a signed copy of the Agreement for Specialized Service or Arrangement (Form SW-1869TX) should be forwarded to the Contract Management (CIM) group, 817 W North Loop Blvd, 2nd Floor, Austin, TX 78756 or FAX # 1-866-450-4100. The Public Utility Commission of Texas (PUC) will be notified of the executed contract. In addition, sold notification form SBC 19010 and EIM ECATS notification must be uploaded to the ICB-PS case. **After** both of these documents have been uploaded, the closure screen is to be changed to "Pending Review – Sold" status.

The following rates were developed based on the project description submitted by the AT&T marketing representative. These rates are being renewed for this service at this location for this contract period only and reflect all applicable HB2128 discounts. Any deviations from the project description will render these rates null and void, resulting in a complete resubmission of the customer request.

The identification of certain services as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. The authority for such conclusions rests with the SLD and/or FCC as administrators of the E-Rate program.

SERVICE DESCRIPTION

One enhanced GigaMan service between customer's premises located at 605 E Broad St at Flr.1 and customer's premises located at 1522 N Walnut Creek., at Flr.1 in Mansfield, TX.