

# AT&T DEDICATED INTERNET PRICING SCHEDULE

Customer	AT&T
AIMS K-12	AT&T Corp.
Street Address: 171 12TH ST	
City: OAKLAND State/Province: CA	
Zip Code: 94607-4900 Country: US	
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Marisol Magana	Name: GREGORY ANDRIEU
Title: Administrator	Street Address: 795 FOLSOM ST
Street Address: 171 12TH ST	City: SAN FRANCISCO State/Province: CA
City: OAKLAND	Zip Code: 94107 Country: US
State/Province: CA	Telephone: 4156133612
Zip Code: 94607-4900	Email: ga8472@exo.att.com
Country: US	Sales/Branch Manager: James Loge
Telephone: 5108938701	SCVP Name: Bolton Sales Strata: Retail Sales Region: USA
Email: marisol.magana@aimsk12.org	Sales Strata: Retail Sales Region: USA With a copy (for Notices) to:
Littali. Itlatisoi.Itlagatia@alitisk12.org	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)	
Name: Company Name:	
Agent Street Address: City: State: Zip Code: Country:	
Telephone: Fax: Email: Agent Code:	

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

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

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MA XI or higher ROME ID 1-FS6F1CU

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#### 1. SERVICES

Service	Service Publication Location
AT&T Dedicated Internet (ADI) - ADI Express	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS
AT&T Wi-Fi Services - AT&T Business Wi-Fi	http://serviceguidenew.att.com/sg_flashPlayerPage/AWS

### 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term*	24 months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

<sup>\*</sup>Subject to the Service Availability provisions in the General Provisions of AT&T Business Service Guide.

### 3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

#### 4. ADDITIONAL TERMS AND CONDITIONS FOR AT&T BUSINESS WI-FI WITH CISCO MERAKI

### 4.1. Service Interference

In no event is AT&T responsible for interference or service degradation caused by or to third-party Wi-Fi services at the Sites.

#### 4.2. Disclaimer of Warranty

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI IS PROVIDED ON AN "AS-IS" BASIS, AND AT&T SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, AND SERVICE OR PERFORMANCE GUARANTEES OR LEVELS, EXPRESS OR IMPLIED, REGARDING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, THE ACCURACY OF ANY CONTENT PROVIDED BY AT&T FOR DISPLAY IN CONNECTION WITH THE AT&T BUSINESS WI-FI WITH CISCO MERAKI, OR THE RESULTS OBTAINED FROM ANY WEBSITE ACCESSED USING THE AT&T BUSINESS WI-FI WITH CISCO MERAKI. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT THE AT&T BUSINESS WI-FI WITH CISCO MERAKI WILL PROVIDE ACCESS TO THE INTERNET WITHOUT INTERRUPTION.

#### 4.3. Indemnification

AT&T HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CUSTOMER FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON THE SERVICES, SOFTWARE, OR EQUIPMENT PURCHASED OR FURNISHED PURSUANT TO THIS PRICING SCHEDULE.

### 4.4. Sites and Equipment

Customer has provided a preliminary Site list and AT&T has projected the Equipment that will be used. AT&T may modify this preliminary list based on the results of the AT&T Site Survey, Service Component inventory, and system design. AT&T will notify Customer of any modifications. If Customer does not agree to the modifications, AT&T may refuse to provision Service at the applicable Site. Within thirty (30) days of receipt of

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MA XI or higher ROME ID 1-FS6F1CU ADI Express 1.0 PS v5 2112021 AT&T Solution No. FMO620429604311 Rate ID:ADIx-050721 Dynamic Pricing

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notice from AT&T describing the necessary modifications, Customer may terminate Service only at the applicable Site only, subject to payment of applicable termination charges. No other Sites are affected by this termination.

### 4.5. Intellectual Property

AT&T grants Customer a limited, non-exclusive, non-transferable license to use the Service during the Term solely in connection with the receipt of the Service. All rights, title and interest in and to intellectual property relating to the Service, including any changes, modifications, alterations, or improvements made by AT&T during the Term, are owned by AT&T, its Affiliates, or AT&T's licensors, suppliers, subcontractors or vendors. Customer's possession, access, or use of any part of the Service does not transfer any ownership rights in the same or any intellectual property rights from AT&T, its Affiliates or AT&T's licensors, suppliers, subcontractors or vendors to Customer.

### 4.6. Privacy Terms and Conditions

- **4.6.1.** Customer represents and warrants that it has appropriate rights to provide End User data (which may include Customer Personal Data) to AT&T in connection with the Service. Customer expressly grants AT&T permission to access information contained in application layer 7 for the sole purpose of managing the performance of the Wi-Fi network. From time to time AT&T will perform real time packet capture to analyze and troubleshoot network issues and Customer grants AT&T permission to perform such operations for short intervals as necessary for network management purposes.
- 4.6.2. AT&T agrees that, in performing the network management function, it will:
  - Use or monitor End User data shared with AT&T only for network management purposes and for providing metrics reports, consistent with the AT&T Privacy Policy; and
  - Establish data retention protocols, so that AT&T retains data shared with it for as long as reasonably necessary for network management purposes.
- **4.6.3.** Customer agrees that in connection with the network management function, it will:
  - Use or monitor End User data made available through the network management function of the Service only for network management purposes, unless it secures additional consent from End Users, or has another lawful basis for processing the data. Purposes beyond the network management function include, but are not limited to, marketing, advertising, and the examination of content and communications;
  - Obtain and maintain any and all legally required employee or End User consents, or establish other lawful bases, for the processing or use of End User data. (AT&T can provide an example of the legally required employee or End User consent);
  - Obtain multiple consents for distinct purposes, and proposed combinations of personal data, even if supplemental software/technology is required;
  - Use only Customer SSIDs;
  - Present the End User with Customer's terms of service and applicable privacy policy;
  - Establish data retention protocols so that data Customer processes is retained for no longer than is reasonably necessary for network management purposes;
  - Not access, use, or share content of communications, content of email or texts, content of shopping carts, or search term queries, etc., and
  - Not attempt to re-identify anonymized data.

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- **4.6.4.** Customer is responsible for the way the data is used by Customer; and its employees, guests, and representative's access to and use of the data, content, or communications generated by this Service.
- **4.6.5.** To the extent that a website or online service is directed to or likely to collect personal information from children under the age of thirteen, Customer agrees to comply with the federal Children's Online Privacy Protection Act and provide parental notice and advance parental consent prior to collecting such personal information.
- **4.6.6.** The Service allows Customer to collect and use an End User's location through Bluetooth Low Energy (BLE) and Wi-Fi based location technologies. Such use may be subject to various U.S. and international laws and regulations, including those promulgated by the Federal Trade Commission and other industry regulators (e.g., Privacy Forum's Mobile Location Analytics Code of Conduct, NAI, GDPR, CCPA), with which Customer agrees to comply. Customer agrees not to provide or sell location data to third parties without AT&T's prior written authorization.
- **4.6.6.1.** This ability to collect and use location information is different than what is done with GPS or other technologies. Because the Service collects and uses location information, AT&T is offering the following information, but such information is not intended to be legal advice. Customer should consult with an attorney for legal advice.
- **4.6.6.2.** Depending on how Customer collects or uses the Service, Customer may be required to provide notice, obtain opt-in consents, or provide periodic reminders, all separate from providing terms and conditions to End Users, so that End Users will be aware that location is being tracked when visiting Customer's Sites. If Customer buys other products or services from AT&T or others that, in conjunction with Customer's business application, allows Customer to know when an End User is at Customer's Site(s), Customer may be required to provide separate notices, obtain separate opt-in consents, or provide periodic reminders (all separate from terms and conditions) so that End Users will be aware that location is being tracked in multiple ways when visiting Customer's Site(s).
- **4.6.7.** Customer may not use AT&T's name, brand, or mark, with third-parties or End Users in connection with the Service without AT&T's written consent.

### 5. RATES

MRC: Monthly Recurring Charge

N/A: Not Available

NRC: Non-Recurring Charge

### 5.1. ADI Self - Installation NRC

ADI Speed	Discount	Undiscounted ADI NRC	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00	\$1,500.00

### 5.2. ADI On-Site Installation NRC

ADI Speed	Discount	Undiscounted ADI w/ Managed Router NRC
Ethernet	100.00%	\$1,500.00

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### 5.3. Hi Cap Flex Billing Option – Ethernet (10 Mbps to 1 Gbps) - Group 1, 2, and 3 $\,$

Available bandwidth levels are subject to qualification at time of each order and may vary.

	Discounted	Discounted	Discounted	Minimum Ba	ndwidth Commitm	Incremental Usage		
Bandwidth	Ethernet Access Monthly Fee Group 1	Ethernet Access Monthly Fee Group 2	Ethernet Access Monthly Fee Group 3	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
10 Mbps	\$400.00	\$421.00	\$635.00	\$268.00	\$396.00	82.00%	\$198.00	82.00%
20 Mbps	\$420.00	\$449.00	\$758.00	\$449.00	\$577.00	82.00%	\$144.25	82.00%
50 Mbps	\$524.00	\$572.00	\$968.00	\$813.00	\$955.00	93.00%	\$95.50	93.00%
100 Mbps	\$604.00	\$651.00	\$1,280.00	\$1,400.00	\$1,555.00	86.00%	\$77.75	86.00%
150 Mbps	\$610.00	\$677.00	\$1,412.00	\$1,800.00	\$1,965.00	82.00%	\$65.50	82.00%
250 Mbps	\$900.00	\$900.00	\$1,667.00	\$2,150.00	\$2,240.00	83.00%	\$44.80	83.00%
400 Mbps	\$1,100.00	\$1,100.00	\$2,201.00	\$2,700.00	\$3,380.00	87.00%	\$42.25	87.00%
500 Mbps	\$1,100.00	\$1,100.00	\$2,239.00	\$3,500.00	\$4,325.00	86.00%	\$43.25	86.00%
600 Mbps	\$1,100.00	\$1,100.00	\$2,807.00	\$4,096.00	\$4,840.00	87.00%	\$40.33	87.00%
1000 Mbps	\$1,300.00	\$1,300.00	\$3,184.00	\$4,505.00	\$5,620.00	88.00%	\$28.10	88.00%

### 5.4. Hi Cap Flex Billing Option – Ethernet (2 Gbps to 10 Gbps) – Group 1, 2, 3, and 4

Available bandwidth levels are subject to qualification at time of each order and may vary.

	10 Gbps	10 Gbps	10 Gbps	10 Gbps	Minimum Bar	ndwidth Commitm	nent (MBC)	Incrementa	al Usage
Bandwidth	Discounted Ethernet Access Monthly Fee Group 1	Discounted Ethernet Access Monthly Fee Group 2	Discounted Ethernet Access Monthly Fee Group 3	Discounted Ethernet Access Monthly Fee Group 4	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
2 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$9,091.00	\$12,276.00	82.00%	\$30.69	82.00%
3 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$13,309.00	\$17,981.00	82.00%	\$29.97	82.00%
4 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$16,015.00	\$21,591.00	82.00%	\$26.99	82.00%
5 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$18,196.00	\$24,553.00	82.00%	\$24.55	82.00%
6 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$21,309.00	\$28,768.00	82.00%	\$23.97	82.00%
7 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$24,218.00	\$32,727.00	82.00%	\$23.38	82.00%
8 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$26,953.00	\$36,387.00	82.00%	\$22.74	82.00%
9 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$28,931.00	\$39,069.00	82.00%	\$21.71	82.00%
10 Gbps	\$4,000.00	\$6,397.00	\$10,151.44	NA	\$30,909.00	\$41,716.00	82.00%	\$20.86	82.00%

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5.5. Hi Cap Flex Billing Option – Ethernet (70 Gbps to 100 Gbps) – Group 1 and 4 Available bandwidth levels are subject to qualification at time of each order and may vary.

		Discounted	Discounted	Minimum E	Bandwidth Comm	itment	Increment	al Usage
Bandwidth	Ethernet Access Speed	Ethernet Access Monthly Fee Group 1	Ethernet Access Monthly Fee Group 4	Undiscounted ADI w/ Customer Router Monthly Fee	Undiscounted ADI w/ AT&T Managed Router Monthly Fee	MBC Discount	Undiscounted Incremental Usage Fee Per Mbps	Incremental Usage Fee Discount
70 Gbps	100 Gbps	\$31,043.55	NA	\$84,800.00	\$112,799.00	70.00%	\$1.35	70.00%
100 Gbps	100 Gbps	\$31,043.55	NA	\$104,174.00	\$136,595.00	70.00%	\$1.35	70.00%

### 5.6. Additional NRCs

Moving Charge	NRC Per Site
If scheduled during standard business hours – (8:00 a.m. to 5:00 p.m. Monday through Friday)	\$1,000.00
If scheduled outside standard business hours	\$1,500.00

### 5.7. AT&T Business Wi-Fi (ABW) with Cisco Meraki

No discounts apply.

ABW per Access Point (AP) MRC	\$35.75

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