



AT&T MA Reference No. _____
 AT&T Contract ID No. SDN5VIG7N

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

Customer	AT&T
Newton County, Georgia Street Address: 1124 Clark St City: Covington State/Province: GA Zip Code: 30014 Country: USA	The applicable AT&T Service-Providing Affiliate(s) - BellSouth Telecommunications, LLC, d/b/a AT&T Georgia
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Kevin Criswell Title: Director of Technology Street Address: 1113 Usher St City: Covington State/Province: GA Zip Code: 30014 Country: USA Telephone: 6786251610 Email: kcriswell@co.newton.ga.us Customer Account Number or Master Account Number:	Name: Earlean Brown Street Address: 2180 Lenox Park Blvd City: Atlanta State/Province: GA Zip Code: 30319 Country: USA Telephone: 4048296536 Email: eb2004@att.com Sales/Branch Manager: Frank Powers SCVP Name: Jeannie Gustafson Sales Strata: GEM Sales Region: SE 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: USA Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

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

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

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

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name: William K. Ellis	Printed or Typed Name: John H. Stuhrenberg
Title: Chairman	Title: Vice President, Government and Education Solutions, East
Date: July 19, 2016	Date: July 29, 2016

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM): _____
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SECRETARY'S CERTIFICATE

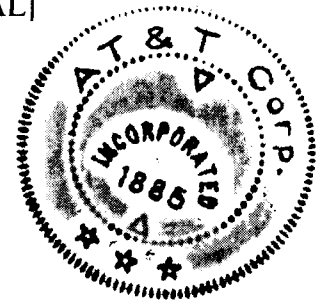
The undersigned, Delores McCarty, Assistant Secretary, AT&T Corp. (the "Company"), a corporation duly organized and validly existing under the laws of the State of New York does hereby certify:

1. That she is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That John Stuhrenberg, VP, Global Business, Government & Education Solutions/East has the authority to sign the attached AT&T Master Agreement (AT&T MA Reference No. MA 1427849UA) between AT&T Corp. and Newton County, Georgia.
3. That she is one of the fully authorized and proper officers of the Company to make certificates in its behalf and that she has caused this Certificate to be executed and the seal of the Company to be hereunto appended as of the 29th day of July, 2016.

AT&T CORP.


Delores McCarty, Assistant Secretary

[CORPORATE SEAL]





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AT&T Contract ID No. SDN5VIG7N



**AT&T SWITCHED ETHERNET SERVICESSM (with NETWORK ON DEMAND)
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[[INSERT CORPORATE SEAL]]

Attest:

Attest:

By: Jackie Smith

By: _____

Printed Name: Jackie Smith

Printed Name: See Attached Secretary's Certificate

Title: County Clerk

Title: ((Assistant) Corporate Secretary)

WK# - ILEC-Intrastate -TBD	For AT&T Administrative Use Only
Please sign by November 20, 2016.	Pricing Schedule No. _____ Original Effective Date: _____

**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

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

1.1 AT&T Switched Ethernet ServiceSM

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html (Version current as of Effective Date attached hereto as Exhibit "A" and is subject to change)

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

1.2 Inside Wiring

Service	AT&T Inside Wiring
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Attachment	http://cpr.att.com/pdf/service_publications/ASE_SDN_Inside_Wiring_Attachment.pdf (Version current as of Effective Date attached hereto as Exhibit "B" and is subject to change)

1.3 The following are material terms of the Agreement:

- AT&T shall provide ASE Service as described in the AT&T Switched Ethernet Service Guide attached. Services will be provided initially to the sites listed in Attachment A below and at the speeds set forth in the tables below.
- ASE Service shall be configured in the manner set forth in AT&T's RFP Response dated March 22, 2016.
- AT&T shall provide a credit allowance for service interruption as set forth in the service level commitment set forth in the Service Guide.
- AT&T shall exercise good faith efforts to have the wide-area network installed by October 1, 2016.
- AT&T may not monitor or collect Customer data other than for purposes necessary to comply with this Agreement. AT&T may not share or disclose Customer data in any manner to any third party without first obtaining the Customer's prior written consent.

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

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*The Agreement term is for sixty (60) months from the Effective Date of this Pricing Schedule. However, Georgia law, O.C.G.A. §36-60-13, requires that the contract shall terminate absolutely and without further obligation on the part of Customer at the close of the calendar or fiscal year in which it was executed, that being December 31, 2016, and at the close of each succeeding calendar year for which it may be renewed. AT&T and Customer agree that notwithstanding any inconsistent provision herein, the requirement of O.C.G.A. §36-60-13 applies to the Agreement. O.C.G.A. §36-60-13 also provides that the contract may be automatically renewed unless positive action is taken by the Customer to terminate such contract, and the nature of such action shall be determined by the Customer and specified in the contract. Customer agrees that the Pricing Schedule shall be automatically renewed for statutory compliance under O.C.G.A. §36-60-13 at the end of each calendar year for each year of the Agreement, unless Customer notifies AT&T in writing, no less than 60 days prior to the end of the calendar year (December 31st), that the Pricing Schedule will not be renewed for the following calendar year. Upon AT&T receiving said notice, the Pricing Schedule shall terminate absolutely and without further obligation on the part of either Party effective the last day of the calendar year. The renewals set forth above shall not extend the Agreement beyond the term set forth in the Pricing Schedule. Title to any supplies, materials, equipment, or other personal property shall remain in AT&T until fully paid for by the Customer.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	60 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections at transmission speeds less than 10 Gbps ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein (Customer Port Connection MRCs and Bandwidth MRCs for Adds are set forth in section 5.1.2 below).

4.2 Moves

Per applicable Service Publication

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE

5.1.1 Initial Site And Service Configuration

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

5.1.2 Monthly Recurring Charges (MRC)

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

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AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Basic Port Connection MRC

Basic Port Connection Speed	MRC
100 Mbps	\$174.00
1 Gbps	\$174.00

Bandwidth MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration.

Bandwidth MRC (for 100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$73.23	\$79.93	\$86.64	\$100.05	\$106.76
4 Mbps	\$76.85	\$83.74	\$90.63	\$104.40	\$111.29
5 Mbps	\$87.73	\$95.16	\$102.59	\$117.45	\$124.88
8 Mbps	\$91.35	\$98.96	\$106.58	\$121.80	\$129.41
10 Mbps	\$101.50	\$109.62	\$117.74	\$133.98	\$142.10
20 Mbps	\$182.70	\$191.84	\$200.97	\$219.24	\$228.38
50 Mbps	\$210.25	\$220.76	\$231.28	\$252.30	\$262.81
100 Mbps	\$246.50	\$258.83	\$271.15	\$295.80	\$308.13
150 Mbps	\$281.30	\$295.37	\$309.43	\$337.56	\$351.63
250 Mbps	\$323.35	\$339.52	\$355.69	\$388.02	\$404.19
400 Mbps	\$361.05	\$379.10	\$397.16	\$433.26	\$451.31
500 Mbps	\$385.70	\$404.99	\$424.27	\$462.84	\$482.13
600 Mbps	\$450.95	\$473.50	\$496.05	\$541.14	\$563.69
1000 Mbps	\$523.45	\$549.62	\$575.80	\$628.14	\$654.31

5.1.3 Non Recurring Charges (NRC)

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

5.1.4 Additional Charges

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

5.2 AT&T INSIDE WIRING

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

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**AT&T Switched Ethernet ServiceSM (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
Newton County, Georgia**

A-1 Rates and Charges; Initial Quantities

Service Components	Quantity New	MRC per Unit
Customer Port Connection - 100 Mbps / Basic / OEM1M	6	\$174.00
Customer Port Connection - 1 Gig / Basic / OEM1G	11	\$174.00
10Mb CIR / Business Critical Medium - Basic Only / OEM1O	6	\$109.62
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	2	\$258.83
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T	9	\$549.62

For illustrative purposes only and to provide an estimate of the net monthly amount Customer may pay to AT&T assuming Customer orders the specific Service Components above, the net monthly charge is estimated to be \$9,079.96. The amount does not include taxes, fees or other charges AT&T may charge on either a recurring or nonrecurring basis. If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration as set forth in Section 5.1.2. The illustrative pricing may not be used or relied upon by the parties for disputing charges invoiced by AT&T.

A-2 Minimum Quantity New Commitment

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

A-3. Initial Sites and Service Configuration

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

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

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Port ID #	Street Address, City, State	Jurisdiction
1	1113 USHER ST NE, COVINGTON, GA 30014	Intrastate
2	4136 HIGHWAY 278, COVINGTON, GA 30014	Intrastate
3	6183 TURNER LAKE RD NW, COVINGTON, GA 30014	Intrastate
4	65 PIPER RD, COVINGTON, GA 30014	Intrastate
5	8134 GEIGER ST NW, COVINGTON, GA 30014	Intrastate
6	210 LOWER RIVER RD, COVINGTON, GA 30016	Intrastate
7	1132 USHER ST NW, COVINGTON, GA 30014	Intrastate
8	15151 ALCOVY RD NE, COVINGTON, GA 30014	Intrastate
9	11545 COVINGTON BYPASS RD, COVINGTON, GA 30014	Intrastate
10	15393 HIGHWAY 36, COVINGTON, GA 30014	Intrastate
11	4355 COUNTY ROAD 213, MANSFIELD, GA 30055	Intrastate
12	11662 BROWN BRIDGE RD, COVINGTON, GA 30016	Intrastate
13	176 MOUNT ZION RD, OXFORD, GA 30054	Intrastate
14	6169 HIGHWAY 212, COVINGTON, GA 30016	Intrastate
15	44 HARRIS SPRINGS CHURCH RD, SOCIAL CIRCLE, GA 30025	Intrastate
16	11905 ALCOVY RD, COVINGTON, GA 30014	Intrastate
17	3665 SALEM RD, COVINGTON, GA 30016	Intrastate

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

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
2	1 Gbps Basic	100 Mbps	Bus. Critical - Med.	[Select]	[Select]
3	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
4	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
5	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
6	1 Gbps Basic	100 Mbps	Bus. Critical - Med.	[Select]	[Select]
7	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
8	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
9	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
10	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	[Select]	[Select]
11	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	[Select]	[Select]
12	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	[Select]	[Select]
13	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	[Select]	[Select]
14	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	[Select]	[Select]
15	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	[Select]	[Select]
16	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]
17	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	[Select]	[Select]

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AT&T Switched Ethernet ServiceSM (with Network On Demand)
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Exhibit "A" (Version current as of Effective Date and is subject to change)

Included as an attachment.

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AT&T Switched Ethernet ServiceSM (with Network On Demand)
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Exhibit "B" (Version current as of Effective Date and is subject to change)

Included as an attachment.