# AT&T California ICB Pricing Schedule for State Tariff Services

If this Pricing Schedule is not executed by the Customer by February 8, 2008, AT&T reserves the right to withdraw this Pricing Schedule.

	Master Agreement date last signed
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## AT&T Telecommunications Services State Tariff Services Within AT&T's Franchise Territory in the State of California - ICB Pricing Schedule

CUSTOMER ("Customer")	AT&T Global Services ("AT&T")	AT&T Sales Contact Name  ⊠ Primary Contact			
County of El Dorado	SBC Global Services, Inc. dba AT&T Global Services on behalf of its Affiliates	Name: Tanya Newbold			
CUSTOMER Address	AT&T Address	AT&T Sales Contact Information and for Contract Notices			
Street Address: 360 Fair Lane City: Placerville State: CA Zip Code: 95667	One AT&T Plaza Dallas, Texas 75202	Street Address: 2700 Watt Ave City: Sacramento State: CA Zip Code: 95821 Fax: 916-483-9127 Email: tn2684@att.com Sales/Branch Manager: Mitch Prather SCVP/RVP Name: Dan Noell			
Contract Administrator	CUSTOMER Billing Address	AT&T Authorized Agent or Representative Information (if applicable)			
Name: Tom Straling, Title: Technology Office Telephone: 530-621-5415 Fax: 530-626-6842 Email: tom.straling@edcgov.us	Street Address: 360 Fair Lane City: Placerville State: CA Zip Code: 95667	Name: Company Name: Agent Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code			

This Individual Case Basis (ICB) Pricing Schedule ("Schedule") is an attachment to Addendum No. 1 to the Agreement ("Addendum") between AT&T and Customer referenced above, and is part of the Agreement, effective on the date of last execution of Addendum No. 1.

AT&T Affiliate: Pacific Bell Telephone Company dba AT&T California

SO AGREED by the parties' respective authorized signatories:

CUSTOMER	AT&T GLOBAL SERVICES				
Ву:	By: Whee Millier Have	_			
Typed or Printed Name: <u>Helen Baumann</u>	Typed or Printed Name:ALICE OLIVER HARVEY	_			
Title: Chairman of the Board of Supervisors	Title:	_			
Date:	Date:				

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Master Agreement date last sign	100	t
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#### **GENERAL TERMS AND CONDITIONS**

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule. ICB pricing is offered to Customer pursuant to this Pricing Schedule because of the unique size or configuration of these business services.

#### 1. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below is provisioned solely by AT&T, and is not jointly provisioned with any other carrier.

Service	Description
ÖPT-E-MAN®	OPT-E-MAN® Service. ("Service") OPT-E-MAN® Service provides a fiber-based service that transparently interconnects two or more Customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. The Service provides dedicated bandwidth from 5 Mbps up to 1 Gbps. The handoff to Customer will be a 10/100 Mbps or 1 Gbps Ethernet interface.
	Customers may connect any two or more locations together, as long as they are in the same LATA or MAN and the Service is available. The Service offers logical point-to-point or point-to-multipoint or multipoint-to-multipoint configurations that support Ethernet-to-Ethernet LAN connections. If Customer connects to the OPT-E-MAN network using a bridge or switch for Layer 2 connectivity, only 50 Media Access Control (MAC) addresses can be used per Layer 2 device, per port. Any additional MAC addresses will be assigned additional charges, with a limit of 100 MAC addresses total per port as set forth in the applicable tariff.

### 2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

### **Pricing Schedule Term and Term Start Date**

The term of this Pricing Schedule shall begin after a six (6) month ramp-up period or once all Services are installed (whichever is earlier) and will end **sixty (60)** months from that date (the "Pricing Schedule Term). If regulatory approval is required, in no event shall Cutover of Services occur prior to the date of approval by the California Public Utilities Commission (CPUC). No rates or discounts shall be applied prior to Cutover. Upon the expiration of the Pricing Schedule Term, any rates or discounts provided hereunder will no longer apply.

A STATE OF THE STA	
Effective Date of Rates and Discounts	Cutover

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#### 3. GROWTH / ADDITIONAL SERVICES, INSTALLATION, ADDS, MOVES AND CHANGES

The price in Section 4.1 below also includes the non-recurring charge (or a portion thereof) to initially provision and install the new quantities of Service(s) as set forth in Section 4.2.

Additional Services may be added at the existing tariff rates or shall be added subject to new negotiations.

Unless otherwise stated herein, for all moves and changes of any Service provided hereunder, Customer will pay the prevailing tariff non-recurring charge.

#### 4. REVENUE COMMITMENT AND RATES

#### 4.1. Revenue Commitment

## Minimum Monthly Commitment

\$6,441.25

Customer shall maintain a minimum monthly commitment based on the quantity of Services listed in Section 4.2.1 below, as of the Term Start Date, ("Minimum Monthly Commitment") for the Pricing Schedule Term.

The six month period after the Effective Date of this Pricing shall be the "Ramp-up Period." Billing shall begin for each Service on the completion date of associated service orders for such Service at monthly recurring rates listed in Section 4.2 below.

Notwithstanding the above, in the event Customer is unable to comply with the Minimum Monthly Commitment due to installation delays caused solely by AT&T, the Minimum Monthly Commitment will be reduced by the pro-rated portion of the monthly recurring charges for the delayed Service for the number of days of delay.

If, at any time after the Term Start Date, Customer's invoices for Services under this Pricing Schedule are less than the Minimum Monthly Commitment, AT&T reserves the right to increase the applicable rates for Services set forth in 4.2.

Unless otherwise stated herein, Service provided under this Pricing Schedule must remain at the location(s) listed in Section 5 for the entire term of the Pricing Schedule or early termination liability as identified in the Addendum applies.

#### 4.2. Rates:

#### 4.2.1. Service Components, Quantities, Monthly Rates:

Service	Description – Service Components	usoc	Quantity New	Quantity Existing	Monthly Recurring Rate, each
OPT-E-MAN	OPT-E-MAN® Basic Connect 100M	P9FFX	9	0	\$316.25
OPT-E-MAN	OPT-E-MAN <sup>®</sup> Basic Connect 1G	P9FHX	1	0	\$467.50
OPT-E-MAN	CIR Speeds - 20 Mbps (Bronze)	R6EDB	7	0	\$270.00
OPT-E-MAN	CIR Speeds - 50 Mbps (Bronze)	R6EHB	1	0	\$307.50
OPT-E-MAN	CIR Speeds - 100 Mbps (Bronze)	R6ELB	1 1	0	\$360.00
OPT-E-MAN	CIR Speeds - 500 Mbps (Bronze)	R6ETB	1	0	\$570.00

#### End of Document this Section - Locations follow

AT&T TELECOMMUNICATION SERVICES PRICING SCHEDULE INCLUDES PRICING FOR SERVICES PROVIDED AT THE CUSTOMER LOCATIONS NOTED BELOW

### County of El Dorado

### CONFIDENTIAL INFORMATION

## AT&T California -

ICB Pricing Schedule for State Tariff Services
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### 5. SERVICE LOCATIONS IN CALIFORNIA

LOCATION		
330 Fair Lane, Placerville, CA		
2441 Headington, Placerville, CA		
2808 Mallard, Placerville, CA		
931 Spring Street, Placerville, CA		
415 Placerville, Placerville, CA		
515 Main, Placerville, CA		
4950 Hillsdale Circle, Placerville, CA		
6940 Perks Court, Placerville, CA		
670 Placerville Drive, Placerville, CA		
3974 Durock Rd 205-211, Shingle Springs, CA		