



**Pricing Schedule for  
AT&T Connected School Bus**

AT&T Master Agreement No: MA 758 210000435

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T") (designate other entity if signing entity other than AT&amp;T Corp)</b>	<b>AT&amp;T Branch Sales Contact Name</b>
Henderson County Schools	AT&T	Name: Michael Sanders
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Branch Sales Contact Information</b>
Address: 1715 2 <sup>nd</sup> Street City: Henderson State: KY Zip Code: 42420	One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	Address: City: State: Zip Code: Email: Sales/Branch Mgr: SCVP Name:
<b>CUSTOMER Contact</b>		<b>AT&amp;T NI Contact Information</b>
Name: Title: Telephone: Email:		Name: Address: City: State / Province: Domestic / Intl / Zip Code: Telephone: Email:
<b>CUSTOMER Billing Address</b>		
Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:		

This Pricing Schedule for AT&T Connected School Bus ("Pricing Schedule") is part of the Master Agreement between AT&T and Customer that is referenced above and is accessible at <http://serviceguide.att.com/masteragreement/> (collectively with the Pricing Schedule, the "Agreement"). This Pricing Schedule incorporates the Documents Appended, which also form part of the Agreement.

**Documents Appended**

- Exhibit 1: AT&T Connected School Bus Mobile Internet Terms
- Exhibit 3: Customer's Initial Order Summary
- Exhibit 4: E-Rate Rider

**AGREED:  
CUSTOMER:**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED:  
AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

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**Pricing Schedule for  
AT&T Connected School Bus**

**1. DEFINITIONS**

All other capitalized terms used but not defined in this Pricing Schedule have the meaning given them in the Master Agreement.

“**Purchased Equipment**” means equipment to which title transfers from AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

**2. SERVICES AND PURCHASED EQUIPMENT**

This Pricing Schedule states the terms and conditions governing AT&T Connected School Bus, which includes Purchased Equipment, installation services and wireless Internet services identified below. The attachments below (collectively, the “Attachments”) become effective and incorporated into this Pricing Schedule upon the execution hereof.

Services/Equipment	Applicable Terms
AT&T Connected School Bus Mobile Internet Services	AT&T Connected School Bus Mobile Internet Terms (Exhibit 1)
AT&T Connected School Bus Equipment	AT&T Connected School Bus Equipment Terms (Exhibit 2)
AT&T Connected School Bus Installation Services	AT&T Connected School Bus Equipment Terms (Exhibit 2)

AT&T may subcontract work to be performed hereunder but shall retain responsibility for all such work.

**3. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	2YR with optional 2YR renewal
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule

**4. ATTACHMENTS**

In the event of an inconsistency among terms, the order of priority is: (i) the applicable Attachment; (ii) these Pricing Schedule terms and (iii) the Master Agreement.

**5. INTELLECTUAL PROPERTY RIGHTS**

**A.** All intellectual property and proprietary rights arising by virtue of AT&T’s performance of the Services are and will remain the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

**B.** Customer shall retain those copies of any reports produced and furnished to Customer by AT&T (“Reports”), and Customer is hereby granted, under AT&T’s copyrights, the perpetual, non-exclusive, personal, and non-transferable right to reproduce and modify Reports for Customer’s own internal business purposes. For avoidance of doubt, “internal business purposes” exclude public distribution, resale to third parties and revenue generation purposes.

**C.** AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer, solely for Customer’s own internal business purposes during the Pricing Schedule Term, or for such other purposes as may be mutually agreed in writing by the parties.

**D.** Except as otherwise specified herein, no other right or license to or under any of AT&T’s intellectual property rights is either granted or implied.

**6. WARRANTY**

The provision of Services and any deliverables hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in the applicable Attachment.

**7. PURCHASED EQUIPMENT TERMS**

**A.** Orders for Purchased Equipment shall be submitted by Customer to AT&T in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to the AT&T Connected School Bus Equipment Terms and the applicable AT&T quote. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in the AT&T Connected School Bus Equipment

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Terms and/or the applicable Attachment(s) are void. AT&T will notify Customer by email whether it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.

**B.** Customer acknowledges and agrees that AT&T's ability to deliver Purchased Equipment is contingent upon the supply and delivery schedules of each of the manufacturers. AT&T shall have no liability for delays in any delivery schedule. Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier; Customer is responsible for all shipping-related charges, which AT&T shall invoice to Customer at actual cost.

**C.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

**8. LICENSES AND THIRD-PARTY MAINTENANCE**

Purchased Equipment, Software and maintenance resold to Customer hereunder may be subject to additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier, or publisher. Customer is solely responsible for ensuring its adherence to any and all such terms, requirements, and restrictions, and is deemed to have accepted them upon receipt of the Purchased Equipment or Software, or upon commencement of the maintenance services.

**9. Infringement Matters**

AT&T shall have no duty to defend, indemnify and hold Customer harmless for claims arising from the infringement of patents or trademarks or the violation of copyrights by Purchased Equipment, Software and/or maintenance.

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**Exhibit 1**  
**AT&T Connected School Bus Mobile Internet Service Guide**

**Exhibit 1: AT&T Connected School Bus Mobile Internet Terms**

**1. SERVICES AND SERVICE PUBLICATIONS**

**1.1. Services and Service Publications**

<b>Services</b>	<b>Service Publications</b>
AT&T Connected School Bus Mobile Internet Service	AT&T Connected School Bus Mobile Internet Service Guide, the Acceptable Use Policy and the Privacy Policy

**1.2. Service Publication Locations**

<b>Service Publications</b>	<b>Service Publication Descriptions</b>	<b>Service Publication Location</b>
Service Guide	AT&T Connected School Bus Mobile Internet Service Guide	Attachment A to this Exhibit 1
Acceptable Use Policy	AT&T's Acceptable Use Policy	<a href="http://www.att.com/AcceptableUsePolicy">www.att.com/AcceptableUsePolicy</a>
Privacy Policy	AT&T's Privacy Policy	<a href="http://www.att.com/privacy">www.att.com/privacy</a>

**2. AT&T Unlimited Rate Plan for School Bus**

The only rate plan available under these AT&T Connected School Bus Mobile Internet Terms is the AT&T Unlimited Rate Plan for School Bus, which rate plan has no data overage with the following assumptions, Customer responsibilities and restrictions:

<b>Plan Term</b>	<b>MRC<sup>(1)</sup></b>	<b>Data Overage</b>	<b>Roaming Outside of U.S.</b>	<b>SMS, MO and MT</b>
12 months	\$29.99	No charge	Not allowed	\$0.05

- 1) MRC applies to each SIM per month or portion thereof. Only school buses that transport K through 12 students to and from school are eligible for the above rate plan. Monthly recurring charge ("MRC") is not eligible for any discount and Customer must pay monthly.
- 2) Customer may not use the Rate Plan as a substitute for consumer Internet services. Rate plan is intended for use while on route to and from school for students or for students traveling for school-related activities during the academic school year. AT&T may slow data speeds when the network is busy.
- 3) AT&T will provide monthly reports regarding usage of buses and denote any buses that exceed 25 GB and whether the average usage across all school buses exceed 25GB. To the extent there is individual or average usage over 25GB, the Customer will review bus usage, and take corrective actions applicable to any configurations or use policies to remediate. At the end of the year if data usage exceeds 25GB across every bus over the year, AT&T may terminate at the end of the E-Rate cycle.
- 4) For utilization calculations, usage is to be converted from GB to MB using 1GB = 1024MB.
- 5) Rates are not transferrable and not for use in connection with activities unrelated to academic school year. Customer must notify AT&T promptly to the extent bus is transferred, sold, or otherwise not functioning, or used by non-school personnel.
- 6) Plans are intended to support connectivity for students and school professional to access the internet for educational purposes and must be limited by a USAC compliant CIPA service. Video streaming must be limited to educational resources only and strictly controlled. Plans may not be used for continuous/streaming of video.
- 7) Following June 30th, the Rate Plan converts to a month-to-month plan and either party may terminate the Solution on thirty (30) days' prior written notice. Rate Plan(s) are available only in the continental United States, Alaska, and Hawaii.
- 8) Rate Plan requires Customer to use the Wireless Service only with an AT&T network ready or network optimized router.

**3. ADDITIONAL TERMS AND CONDITIONS**

**3.1. Off-Net Usage and Prohibited Network Uses**

If Customer violates off-net usage thresholds, Prohibited Network Uses, or other prohibited activities described in the applicable Service Publication, then in addition to its other rights under the Agreement, AT&T may undertake applicable remedies set forth in the Service Publication.

**3.2. Termination**

Customer may only terminate this Pricing Schedule for AT&T's uncured material breach.

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**3.3. Binding Individual Arbitration and Forum Selection**

Notwithstanding anything to the contrary elsewhere in the Agreement, all disputes between the parties will be resolved through AT&T's informal dispute resolution process, binding individual arbitration, or small claims court in accordance with AT&T's Dispute Resolution and Arbitration Program and Forum Selection provision contained in Section 1 of the Service Guide. **Arbitration will take place on an individual basis. Class arbitrations, class actions, and representative actions are not permitted.**

**3.4. Notices and Consents.**

With regard to each User, Customer is exclusively responsible for providing any notices and obtaining any consents that are required by law. In addition, prior to allowing a User that is under age thirteen (13) access to the Service, Customer represents and warrants that Customer will obtain from the User's legal guardian all consents necessary for access to and use of the Service.

**3.5. Internet Safety Policy.**

Customer represents and warrants that it has and will maintain during the term of the Agreement an internet safety policy that addresses the following: (a) access by minors to inappropriate matter on the Internet and the World Wide Web; (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) unauthorized access including "hacking" and other unlawful activities by minors online; (d) unauthorized disclosure, use and dissemination of personal information regarding minors; and (e) measures designed to restrict minors' access to materials harmful to minors. The following link directs to the Universal Service Administration Company (USAC) website, which contains a comprehensive set of eRate program rules and CIPA compliance: <https://www.usac.org/e-rate/>.

**General**

The Connected School Bus Mobile Internet Service provides wireless internet access. Customer is responsible ensuring compliance with Child Information Protection Act (CIPA) by implementing and maintaining a CIPA service in compliance with the requirements of the Universal Service Administration Company.

AT&T may provide Connected School Bus Mobile Internet Service on 4G, LTE, 5G, LPWA and other technologies.

Connected School Bus Mobile Internet Service is available only within the operating range of the Network in the United States.

Roaming enables Customer or User to obtain Connected School Bus Mobile Internet Service when outside the geographical coverage of their home network. AT&T may provide Connected School Bus Mobile Internet Service to Customer via Carrier Partners on Carrier Partner Networks. AT&T may change Carrier Partners in its sole discretion.

The quality, availability, and characteristics of roaming are under the control of the Carrier Partner, who may change, modify, withdraw or terminate roaming. The availability of roaming services, and the charges for those services, are dependent in part on the type of equipment used by the Customer for its Users and the programming of that equipment. Roaming may not be used in violation of AT&T's agreements with its Carrier Partners.

**CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS.**

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Connected School Bus Mobile Internet Service may be interrupted, limited or delayed for a variety of reasons, including atmospheric conditions; terrain and/or environmental conditions such as trees or buildings; unavailability of radio frequency channels; system capacity limitations; reduction in transmission speed; the operation of Customer Equipment; temporary suspension due to governmental regulations or orders; priority access by emergency personnel in the event of a disaster or emergency; equipment or system modifications and repairs; problems with the facilities of interconnecting carriers; or in response to suspected fraud, abuse, misuse of the network, hacking and malware.

**Coverage Map**

Customer may access <https://www.business.att.com/products/global-sim.html> to review AT&T wireless coverage and for no other purpose. Map graphics are not a guarantee of coverage and may differ substantially from actual coverage. Coverage may change periodically without notice. There may be a delay in updating the coverage map to represent actual changes made to network coverage. Updates cannot be made in real-time. The information provided in the coverage map is intended for use by Customer only and may not be shared with Customer's Users. Reproductions, replicas, duplicates, facsimiles or copies of any kind may not be used on a public-facing website. AT&T does not warrant the accuracy of the Coverage Information and is not liable to Customer for the Coverage Information. Coverage Information may not be available for Carrier Partner Networks.

**Retirement of Network Technology**

AT&T is not obligated to maintain any particular network technology, and AT&T may reduce or terminate its LTE and later technology networks at any time in its sole discretion. AT&T has sunset its 3G Network in February 2022 and Customer cannot activate Devices with 3G-only modules. Customer is responsible for updating Devices to function after a technology sunset and AT&T is not responsible if Devices do not function after a technology sunset. AT&T will provide Customer 36 months prior written notice of its intention to terminate LTE or later technology networks on a nationwide basis. AT&T also will provide Customer 12 months prior written notice of its intention to prohibit future activations or re-activations of SIMs using LTE or later technology on a nationwide basis.

AT&T makes no technology commitments regarding Carrier Partner Networks. Carrier Partners may reduce or terminate Carrier Partner Networks on a different schedule than the AT&T Network with or without prior notice.

If AT&T or its Carrier Partners no longer provide the technology in specific countries or parts of countries, Customer may terminate Connected School Bus Mobile Internet Service for particular Devices that use solely those technologies in the affected countries or parts of countries without penalty. Any minimum purchase requirements will be proportionately adjusted to reflect termination of the affected portion of the Connected School Bus Mobile Internet Service.

**SIMS**

Customers must purchase all SIMs for use with the Connected School Bus Mobile Internet Service only from AT&T.

The electrical profile included by AT&T and/or its licensors/suppliers in Customer's SIM, as may be updated subsequently by AT&T and/or its licensors/suppliers, contains proprietary content owned by or licensed to AT&T and/or its licensors/suppliers, including but not limited to identifiers, file structures, file content, applications, and security keys. This electrical profile is licensed, not sold, to Customer by AT&T and/or its licensors/suppliers for use only with Customer's SIM. Customer may not sublicense, sell, lease or otherwise transfer this electrical profile or any portion of it.

AT&T does not guarantee SIM availability. Customers may purchase from AT&T only as many SIMs as may reasonably be used by Customer for Activations. AT&T may limit or cancel sales of SIMs to a Customer if an unreasonably high percentage of Customer's SIMs remains inactive. AT&T may establish limits on quantities of SIMs shipped to a Customer within a time interval to prevent adverse impacts to

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other customers. In addition to any other audit rights under a Customer's Agreement, AT&T may audit a Customer's records and physical inventory of SIMs upon reasonable advance notice.

Customers may not program, re-program, or tamper with a SIM in any manner. Customers may not insert SIMs into anything other than an Approved Device and may not sell SIMs separate from an Approved Device.

Under normal circumstances and when supplies are in stock, AT&T will supply SIMs to Customers within 10 business days after AT&T's receipt of a completed order. Additional order processing time may be required in circumstances where SIMs are unavailable.

All SIMs purchased from AT&T must be shipped to a U.S. address provided by Customer, unless otherwise agreed in writing by Customer and AT&T. Title and risk of loss for AT&T SIMs passes to Customer upon delivery to the transport carrier for shipment to Customer's designated location.

### **Primary Place of Use**

To determine which jurisdiction's taxes and assessments to collect, Customer is required to provide its PPU when ordering Service. If AT&T is not provided with a PPU, or if it falls outside AT&T's licensed coverage area, AT&T may reasonably designate a PPU within the licensed coverage area.

### **Devices**

All Devices used with Connected School Bus Mobile Internet Service must be certified with AT&T for use on its Network.

Information on Device certification can be found on AT&T's website <http://www.att.com/getcertified>. Once AT&T has certified a Device, it is an Approved Device.

A current list of Approved Devices can be found on AT&T's website <http://www.att.com/iotcertified>.

AT&T will utilize dedicated secure channel Access Point Name (APN) for retrieval of Customer Device Identities. Approved Device identity includes manufacturer, model, firmware version, and software versions of both the radio and the Approved Device connected to the Network. This identity collection is for Approved Device management and subscription management purposes only.

### **Abusive, Unauthorized or Fraudulent Use**

Customers must not use or assist others to use the Connected School Bus Mobile Internet Service or a Device for any unlawful, unauthorized, abusive or fraudulent purpose. Customers must make good faith efforts to minimize abuse or fraudulent use, to promptly report to AT&T any abuse or fraudulent use of which they become aware, and to cooperate in any investigation or prosecution initiated by AT&T. Customers must use their best efforts to disable any SIMs, or otherwise block access to the Connected School Bus Mobile Internet Service to any User suspected of abuse or fraudulent use.

AT&T may restrict or cancel Connected School Bus Mobile Internet Service to a SIM AT&T reasonably suspects or has a reasonable suspicion of abuse or fraudulent use. AT&T will promptly notify Customers prompt notice of any such restriction or termination.

If a Customer Device is lost or stolen, Customer must immediately notify AT&T. Except as otherwise provided by law, Customer is responsible for all charges incurred until they report the theft or loss to AT&T, and Customer remains responsible for complying with all other obligations under its Agreement, including, paying any applicable Monthly Connected School Bus Mobile Internet Service Charge or other applicable recurring charge while use of the Device is suspended.

Customer is not liable for abuse or fraudulent use charges, costs or damages incurred after: (i) a Customer has taken any and all actions under its control to stop the abuse or fraudulent use; and (ii) four business hours after a Customer has notified AT&T of the specific SIMs subject to the abuse or fraudulent use. Customer will protect Customer account information, log in identification and passwords.

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**Activations and/or Deactivations**

Customers may order Activations and/or Deactivations by submitting a request to AT&T.

**Users**

Customer is solely responsible for all interactions with Users regarding the Connected School Bus Mobile Internet Service and all risks and expenses incurred in Customer's provision of its services to Users. AT&T is obligated only to Customer and not to Users.

**Customer Security**

Customer is solely responsible for the use of encryption or other forms of security to protect its data and Devices.

**Customer Support**

AT&T will provide web portal to view utilization information and submit trouble tickets and will provide monthly email and notification on any excessive use for Customer to review and take corrective actions applicable to any configurations or use policies to remediate.

The web portal includes the ability to set alerts and pull additional reports. Support for AT&T Connected School Bus Mobile Internet Service allows Customers to submit a ticket via the designated AT&T ticketing tool on a 24x7x365 basis.

AT&T will only accept tickets from Customer's designated representative. Customer is solely responsible for determining and providing access to authorized individuals.

Before submitting a ticket, Customer must investigate and rule out any trouble with Customer's Devices. AT&T does not provide support for Customer's Devices.

Customer is solely responsible for resolving any service-related matter caused by an end user. AT&T does not provide support to end users.

AT&T will make commercially reasonable efforts to resolve the issue.

All support is conducted in English only.

**Support Requests**

Support Requests from Customer should include:

- All information required on the trouble ticketing form
- Name and contact information of the person reporting a problem
- Description of the problem and symptoms, including the Severity Level
- The date/time the incident was first observed
- The exact location of the issue if applicable
- The ICCID number(s) of the Device(s) involved;
- The type of device, make and model number, if applicable
- A statement of the steps taken to attempt to resolve the problem

<b>Classification of Incidents</b>
<b>Critical/Severity Level 1:</b> a network outage causing 20 or more devices to experience loss of connectivity or degraded service in the same geographic area.

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**Major/Severity Level 2:** a network outage causing 5-19 or more devices to experience loss of connectivity or degraded service in the same geographic area.

**Minor/Severity Level 3:** a network outage causing less than 5 devices to experience loss of connectivity or degraded service in the same geographic area.  
All intermittent issues

**Glossary**

<b>Glossary</b>	
<b>Term/Abbreviation</b>	<b>Definition</b>
Activation	The point at which a SIM has radio access capability. This definition also applies to the related terms, "Activate", "re-Activated," and "Activated", and "Activating."
APN	Access Point Name, identifies the IP address and configuration for wireless access
Approved Device	A Device that has been certified and approved by AT&T as set forth in the then current Approved Device list, which may be found at <a href="http://www.att.com/iotcertified">http://www.att.com/iotcertified</a> .
AT&T Network	The integrated mobile switching facilities, servers, cell sites, connections, billing systems, activation systems and other related facilities over which the Connected School Bus Mobile Internet Service is provided on facilities and spectrum owned or controlled by AT&T.
Carrier Partner	A network operator with which AT&T has a contract to use such operator's wireless network.
Carrier Partner Network	The integrated mobile switching facilities, servers, cell sites, connections, billing systems, activation systems and other related facilities over which the Connected School Bus Mobile Internet Service is provided on facilities and spectrum made available to Customer by AT&T through AT&T's agreements with Carrier Partners.
Deactivation	Deactivation of a Number associated with a Device on a Connected School Bus Mobile Internet Service Plan.
Device	Hardware installed in the school bus that Customer uses the Connected School Bus Mobile Internet Service.
Equipment	All equipment (other than equipment comprising portions of AT&T's Network) necessary to enable a Customer or its Users to use or benefit from a Connected School Bus Mobile Internet Service, including but not limited to the Customer's network facilities and any Device.
ICCID	Integrated Circuit Card Identifier, the number that uniquely identifies a SIM, found just under the logo on a SIM, the last digit of which is preceded by a dash.
IMSI	International Mobile Subscriber Identity, the information that is stored on the SIM relevant to network selection in Global System for Mobile Communications (GSM) systems, that contains the mobile country code (MCC), the mobile network code (MC), and the mobile subscription identification number (MSIN).

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Monthly Connected School Bus Mobile Internet Service Charge	The monthly wireless access charge for Connected School Bus Mobile Internet Service (i.e., the specified fee charged monthly for use of a particular Connected School Bus Mobile Internet Service Plan).
Network	The integrated mobile switching facilities, servers, cell sites, connections, billing systems, activation systems and other related facilities over which the Connected School Bus Mobile Internet Service is provided on facilities and spectrum owned or controlled by AT&T or made available to Customer by AT&T through AT&T's agreements with Carrier Partners.
PPU	Primary Place of Use. The Mobile Telecommunications Sourcing Act requires the PPU to be the User's residential or business address that falls within the AT&T licensed service area. Taxes for telecommunications services and regulatory compliance charges are based on the PPU.
SIM	Subscriber Identity Module, the specially programmed microchip inserted into a Device that (a) encrypts transmissions and identifies the user to the mobile network, and (b) provides network tracking, registration and authentication services.
User	The entity in possession of a device even if they are not the subscriber to the service.

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**Exhibit 2 for  
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**EXHIBIT 3: CUSTOMER'S INITIAL ORDER SUMMARY**

Description	Unit Charges	Quantity	Total
AT&T Connected School Bus Mobile Internet Services	\$29.99 Monthly	78	\$2339.22

Product	Service Provider Identification Number (SPIN)
AT&T Connected School Bus	143025240

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**EXHIBIT 4: E-RATE RIDER**

**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.

**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.**

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This document reflects the Service Guide in effect as of March 04, 2024

**Pricing Schedule for  
AT&T Connected School Bus  
E-Rate Rider**

(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 30<sup>th</sup> 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. 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/si/applicants/step06/default.aspx> .
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

**8. Reimbursement of USAC**

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**Pricing Schedule for  
AT&T Connected School Bus  
E-Rate Rider**

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.

9. 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.**

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