AGREEMENT

Customer	AT&T
San Leandro USD Street Address: 14735 Juniper Street City: San Leandro State/Province: CA Zip Code: 94579 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Ling King Title: Information Technology Administrator Street Address: 14735 Juniper Street City: San Leandro State/Province: CA Zip Code: 94579 Country: USA Telephone: 510-667-6207 Fax: Email: lking@sanleandro.k12.ca.us	Street Address: 2600 Camino Ramon, 1S250G City: San Ramon State/Province: CA Zip Code: 94580 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Agreement ("Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T (the "Effective Date").

The parties understand and acknowledge that the California Integrated Information Network Contract MSA 2 between AT&T and the State of California expires on January 29, 2014 ("CALNET 2"). Pursuant to California Government Code Section 11541, Customer is eligible to obtain services under CALNET 2 and currently receives service(s) under CALNET 2 (the "CALNET 2 Services") pursuant to the CALNET 2 Authorization(s) to Order ("CALNET 2 ATO") attached hereto as Schedule No. 1.

The parties further understand and acknowledge that the upcoming E-Rate year begins on July 1, 2013 and ends on June 30, 2014. In order to ensure continuity of service(s) for the Customer throughout the upcoming E-Rate year and the remainder, if any, of the Customer's requested term, AT&T and the Customer agree as follows:

(a) For the period July 1, 2013 through January 29, 2014, AT&T shall continue to provide the CALNET 2 Services solely pursuant to the terms and conditions contained in Customer's existing CALNET 2 ATO(s) attached hereto as Schedule No. 1.

(b) Beginning January 30, 2014, AT&T agrees to continue providing the Services that Customer was receiving under CALNET 2 as of January 29, 2014 pursuant to the terms of this Agreement. Services under this Agreement shall extend through June 30, 2018 ("Term"). AT&T agrees to provision Service under this Agreement by honoring the rates and relevant terms and conditions from CALNET 2 as defined herein, including all additional terms set forth in the CALNET 2 ATOs attached hereto as Schedule No. 1.

(c) Customer agrees to procure the Services that Customer was receiving under CALNET 2 as of January 29, 2014 for the entire Term of this Agreement. In the event of an early termination by Customer, the relevant terms and conditions contained in the CALNET 2 Contract and the CALNET 2 ATOs for an early termination shall define the parties' rights and obligations; provided that the following language shall take precedence over Section 5 of the CALNET 2 ATOs:

> "If Non-State Agency elects to terminate Service prior to completion of the Term, a termination charge may apply. The termination charge may not exceed sixty-five percent (65%) of the Non-State Agency's average monthly bill for the disconnected Service(s) multiplied by the number of full months remaining in the Term."

(d) The parties acknowledge that the following CALNET 2 provisions grant the State of California certain administrative and oversight rights and responsibilities under CALNET 2 that do not apply to Customer, or any users of the Services being obtained by Customer or any non-state agency purchasing under CALNET 2. To the extent that any such Section identified below also contains a specific service obligation on the part of AT&T, AT&T will comply with that service obligation in provisioning relevant Service(s) under CALNET 2 to Customer. For example, Section 28 deals with Contract Modifications. The negotiation of new contract provisions is an administrative/oversight function that applies solely to the State. To the extent, however, that CALNET 2 is modified pursuant to Section 28, any change that affects CALNET 2 Services will apply to Services that Customer receives under CALNET 2. The Sections granting the State exclusive administrative and oversight rights are as follows: 2.a & c, 9,13, 19, 28, 34.a, 50, 52.b – f, 57, 60, 61, 66, 68, 69, 70, 78, 80, 83, 84, 85, and 88 (hereinafter "Inapplicable Provisions").

The parties further acknowledge that the following CALNET 2 provisions represent unique obligations that AT&T agreed to with respect to the State of California, but which obligations do not apply, except to the degree expressly set forth below, to Customer or any non-state agency purchasing under CALNET 2. The following Sections also represent "Inapplicable Provisions": Section 15.e (AT&T warrants that CALNET 2 provided equipment, networks and software will successfully interface with industry standard Customer systems and applications); Section 23.a (AT&T's limitation of liability for the period subsequent to January 29, 2014 shall be limited, on a per claim or aggregate basis during any 12 month period, to an amount equal to the total net charges incurred by Customer for the affected Service during the six months preceding the month in which the claim arose); Section 33 (AT&T agrees to allow Customer audit rights consistent with industry standards; Section 34.b (ii and iii) (AT&T will work with Customer consistent with each subsection but can only commit to meet and confer within a reasonable time period rather than the referenced five day period), Section 61 (AT&T's obligation to remit an Administrative Fee to the State of California ends with the expiration of CALNET 2 – the charges billed Customer by AT&T pre-CALNET 2 expiration and post-CALNET 2 expiration will remain the same); Section 72 (AT&T to provide Individual Price Reductions (IPR); Section 76 (AT&T will establish reasonable Transition-In Plan to accomplish a smooth transition); Section 77 (AT&T will establish reasonable Transition-Out Plan to accomplish a smooth transition); and Section 82 (AT&T may hire subcontractors without Customer's consent [sentences 1, 2, 4 and 5], however all other provisions of this subsection [sentences 3, 6, 7, 8 and 9] shall be applicable to Customer).

For purposes of this Agreement, except as specifically clarified above, the Inapplicable Provisions do not apply to the provision of Service for the period subsequent to January 29, 2014. For purposes of this Agreement, except for the Inapplicable Provisions, all references to the State in CALNET 2 shall mean Customer and Customer shall have all the rights and remedies available to the State under the CALNET 2. All references to State managers or State departments will be construed to refer to the comparable Customer manager or Customer department as appropriate and applicable.

(e) AT&T agrees to have its respective affiliates, including the SBC Global Services, Inc. dba AT&T Global Services, the AT&T affiliate that signed the CALNET 2 Contract and Schedule No. 1, comply with the terms of this Agreement.

(f) Notwithstanding the Term set forth above, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly–situated customers.

(g) In the event the State of California and AT&T enter into a serving arrangement that replaces services being provided under CALNET 2 and that is available to non-state public entities ("New AT&T/State Serving Arrangement"), Customer will have the option to migrate services provided under this Agreement to the New AT&T/State Serving Arrangement with no penalty under the following conditions: (i) Customer's term commitment under the New AT&T/State Serving Arrangement will match the longer of the remaining term under this Agreement at the time of migration or any term commitment required under the New AT&T/State Serving Arrangement; (ii) in the event of an early termination by Customer after migration to the New AT&T/State Serving Arrangement, the relevant terms and conditions under CALNET 2 Contract, Schedule No. 1, and subsection (c) above shall define the parties' rights and obligations for early termination charges; and (iii) if Customer elects to migrate any service from this Agreement to the New AT&T/State Serving Arrangement, Customer will be required to migrate all services provided under this Agreement to the New AT&T/State Serving Arrangement to the extent the New AT&T/State Serving Arrangement offers the same service or similar functionality. Revised documentation may be required to transition Customer to the New AT&T/State Serving Arrangement.

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

SCHEDULE NO. 1 TO THE AGREEMENT BETWEEN AT&T CORP. AND

San Leandro USD