

Amendment # 1 to AT&T MASTER AGREEMENT

MA Reference No. 124037

| Customer | AT&T | AT&T Sales Contact (for notices) |
|---|--|--|
| The Board of Education of the City of Chicago Street Address: 125 S Clark City: Chicago State/Province: IL Zip Code: 60603 Country: USA | AT&T Corp. (or enter the International Affiliate Name) | Name: Keneese McNamer Street Address: 225 W Randolph City: Chicago State/Province: IL Zip Code: 60606 Country: USA |
| Customer Contact (for notices) | AT&T Contact (for notices) | AT&T Solution Provider or Representative Information (if applicable) |
| Name: Katie Zalewski Title: Director Street Address: 125 S Clark City: Chicago State/Province: IL Zip Code: 60603 Country: USA Domestic / International / Zip Code | Street Address: 225 W Randolph City: Chicago State/Province: IL Zip Code: 60606 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 | Street Address: 225 W Randolph City: Chicago State/Province: IL Zip Code: 60606 Country: USA Domestic / International / Zip Code: Fax: 847-513-0770 Email: km1312@att.com Sales/Branch Manager: Dominic Savone SCVP Name: Terri Diggs |

WHEREAS, AT&T Corp. ("AT&T") and the Board of Education of the City of Chicago ("Customer") executed that certain AT&T Master Agreement – ECATS Number 20090210-0179 - MA Reference Number 124037 (the "Master Agreement") which was effective February 1, 2009;

WHEREAS, the Master Agreement provided for a term of three (3) years from February 1, 2009 and terminating on June 30, 2012;

WHEREAS, subsequent to the execution of the Master Agreement, Pricing Schedules, including (1) reference MIS195299 for MIS Services ("MIS Pricing Schedule"); (2) Contract ID: 1600351 for Business Network Services; and (3) Pricing Schedule for Teleconference Services ("Telecommunications Pricing Schedules") were attached to and incorporated into the Master Agreement;

WHEREAS, in March 2011, Customer and AT&T executed pricing schedules and attachments to replace the Telecommunications Pricing Schedules, in order to extend the term for an additional thirty-six (36) months so that the term terminated on June 30, 2014,

WHEREAS, in March 2012, Customer and AT&T executed an extension addendum to the MIS Pricing Schedule in order to extend the term of the MIS Pricing Schedule for an additional twelve (12) months so that its term terminated on June 30, 2013,

WHEREAS, in March 2013, Customer and AT&T executed another Amendment to the MIS Pricing Schedule which further extended the term of the Master Agreement and the MIS Pricing Schedule though June 30, 2014 with two options to extend the term for additional terms of one year each;

WHEREAS, in accordance with paragraph 1 of the Master Agreement, the Pricing Schedule controls in the event of any inconsistency between the terms of the Pricing Schedule and the terms of the Master Agreement, so that extension of the Pricing Schedules also extended the Master Agreement through June 30, 2014;

WHEREAS, AT&T and the Customer would like to execute this amendment to the Master Agreement to clarify that the term of the Master Agreement has been extended as a result of the extension of the Pricing Schedules; and



Amendment # 1 to AT&T MASTER AGREEMENT

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. **Extension of Master Agreement.** AT&T and Customer each agree to extend the Master Agreement through June 30, 2014 (the "Termination Date"). In addition to the foregoing, the Customer shall have the option to renew the Master Agreement for two (2) additional terms of one (1) year each by providing AT&T prior written notice of Customer's intent to renew for such additional one year term, at least thirty (30) days prior to the Termination Date or the first year anniversary of the Termination Date, as applicable.

2. **Master Agreement Ratified and Approved.** Except as modified herein, the Pricing Schedules and the Master Agreement are hereby ratified, confirmed and approved.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

| CUSTOMER (by its authorized representative) | AT&T CORP. (by its authorized representative) |
|--|--|
| BOARD OF EDUCATION OF THE CITY OF CHICAGO | By: _____ |
| By: <u>David J. Vitale</u> David J. Vitale, President | Name: <u>Venice Lewis</u> VENICE LEWIS LEAD - CUSTOMER CONTRACTS |
| Date: <u>3/6/2013</u> | Title: _____ Date: <u>03/04/2013</u> CS-vd180p |

Attest: _____

Susan J. Narrajos, Assistant Secretary

Approved as to legal form: _____

By: _____

General Counsel

Board Report No.: 13-0227-PR10-1


**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

| | |
|---|--|
| Customer | AT&T |
| The Board of Education of the City of Chicago Street Address: 100 W. Randolph, Concourse City: Chicago State/Province: IL Zip Code: 60601 Country: USA | AT&T Corp. or enter the International Affiliate Name |
| Customer Contact (for notices) | AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact |
| Name: Katie Zalewski Title: Senior WAN Engineer Street Address: City: Chicago State/Province: IL Zip Code: 60603 Country: United States Telephone: 7735533060 Fax: Email: kzalewski@cps.k12.il.us Customer Account Number or Master Account Number: | Name: BRIAN O'MAHONEY Street Address: 225 W RANDOLPH ST -- Z1 City: CHICAGO State/Province: IL Zip Code: 60606 Country: USA Telephone: 3123643121 Fax: 312-727-4689 Email: bo5217@us.att.com Sales/Branch Manager: Dominic Savone SCVP Name: Sales Strata: Solutions Public Sales Region: Central With a copy 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: Telephone: Fax: Email: Agent Code | |

This is a term extension addendum ("Addendum") to the AT&T MIS Attachment/Pricing Schedule ("Pricing Schedule") with the contract reference MIS276112. AT&T and Customer hereby agree to extend the Pricing Schedule Term for an additional 12 months. This Addendum is a part of the Master Agreement between AT&T and Customer referenced above. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

The Pricing Schedule applies only to the MIS Service for single site circuit ordered at the following Site with specific access speed and shall not apply to any subsequent orders for additional MIS Service(s). Additional orders for Service(s) will require AT&T and Customer to sign a new Pricing Schedule or new Pricing Schedule Addendum for MIS Service.

| Site Address | Access Bandwidth Speed |
|-------------------------------|------------------------|
| 100 West Randolph Chicago, IL | 10 G |

SIGNATURE PAGE TO FOLLOW

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

WHEREAS, AT&T Corp. ("AT&T") and the Board of Education of the City of Chicago ("Customer") executed that certain AT&T Master Agreement – ECATS Number 20090210-0179 - MA Reference Number 124037 (the "Master Agreement") which was effective February 1, 2009;

WHEREAS, Pricing Schedule, reference MIS195299, for MIS Services was attached to and incorporated into the Master Agreement (the "Pricing Schedule");

WHEREAS, the Master Agreement provided for a term of three (3) years from February 1, 2009 and terminating on June 30, 2012;

WHEREAS, in March 2012, Customer and AT&T executed an extension addendum to the Pricing Schedule in order to extend the term of the Pricing Schedule for an additional twelve (12) months so that the Pricing Schedule term terminated on June 30, 2013,


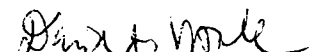
WHEREAS, in accordance with paragraph 1 of the Master Agreement, the Pricing Schedule controls in the event of any inconsistency between the terms of the Pricing Schedule and the terms of the Master Agreement, so that extension of the Pricing Schedule also extended the Master Agreement through June 30, 2013;

WHEREAS, AT&T and the Customer would like to further extend the term of the Master Agreement and the Pricing Schedule; and

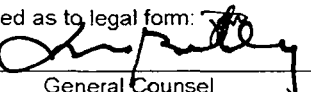
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

- Extension of Pricing Schedule and Master Agreement.** AT&T and Customer each agree to extend the Master Agreement and Pricing Schedule through June 30, 2014 (the "Termination Date"). In addition to the foregoing, the Customer shall have the option to renew the Master Agreement and Pricing Schedule for two (2) additional terms of one (1) year each by providing AT&T prior written notice of Customer's intent to renew for such additional one year term, at least thirty (30) days prior to the Termination Date or the first year anniversary of the Termination Date, as applicable.
- Pricing Schedule and Master Agreement Ratified and Approved.** Except as modified herein, the Pricing Schedule and the Master Agreement are hereby ratified, confirmed and approved.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

| | |
|---|---|
| Customer (by its authorized representative) | AT&T (by its authorized representative) |
| BOARD OF EDUCATION OF THE CITY OF CHICAGO | By:  Name: VENICE LEWIS Title: LEAD - CUSTOMER CONTRACTS |
| By:  David J. Vitale, President | Date: 03/04/2013 CS-vd180p |

Attest:  **3/6/13**
Susan J. Narrajos, Assistant Secretary

Approved as to legal form: 
By: _____
General Counsel

Board Report NO: 13-0227-PR10-1

AT&T and Customer Confidential Information



**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

1. SERVICES

| Service | Service Publication Location |
|-------------------------------------|---|
| AT&T Managed Internet Service (MIS) | http://new.serviceguide.att.com/portals/sgportal.portal?nfpb=true&pageLabel=mis_page |
| AT&T Bandwidth Services | http://new.serviceguide.att.com/index.jsp?sg=bws |

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

| | |
|-----------------------|-----------|
| Pricing Schedule Term | 12 Months |
|-----------------------|-----------|

Note – the renewal addendum is to expire on June 30, 2014.

| | |
|----------------------------------|---|
| Pricing Schedule Term Start Date | Effective Date of this Pricing Schedule |
|----------------------------------|---|

| | |
|---------------------------------------|---|
| Effective Date of Rates and Discounts | Effective Date of this Pricing Schedule |
|---------------------------------------|---|

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. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

Customer may order AT&T Managed Internet Services ("Service(s)") identified in Section I Tables 4, 12, 23, and 24; Section III and Section IV herein only.

The Pricing Schedule tables identified below are intentionally omitted. In the event Customer wishes to order Service(s) identified in these tables, AT&T and Customer will be required to execute a new Pricing Schedule or new Pricing Addendum containing the requisite tables for such Service(s).

The following tables are intentionally omitted from this Pricing Schedule:

Section I: AT&T Managed Internet Service Access Bandwidth -
Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option
Table 2: – MIS N x 10 Gig Ethernet* - Flat Rate Billing Option
Table 3: Burstable T-1
Table 5: ATM And Tiered T-3
Table 6: Burstable T-3
Table 7: Flexible Bandwidth Billing Option - Burstable T-3
Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option
Table 9: MARO Burstable T-3 with Shadow Billing Option
Table 10: Redundancy Features - Monthly Service Fees
Table 11: MIS and MARO Features - Installation Fees
Table 13: On-Site Installation
Table 14: ATM and Tiered OC-3
Table 15: Burstable OC-3
Table 16: Flexible Bandwidth Billing Option - Burstable OC-3
Table 17: Tiered OC-12
Table 18: Burstable OC-12
Table 19: Flexible Bandwidth Billing Option - Burstable OC-12
Table 20: Tiered OC-48

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 21: Burstable OC-48
Table 22: Flexible Bandwidth Billing Option - Burstable OC-48
Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees
Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees
Table 27: Class Of Service Option - Installation Fees
Table 28: MIS+NCS Option
Table 29: MIS + NCS Installation Fees
Table 30: MPLS PNT Feature
Table 31: MPLS PNT UniLink Feature
Table 32: MultiCast Monthly Service Fee
Table 33: MultiCast Installation
Section II: AT&T Business in a BoxSM
Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges
Table 2: On-Site Maintenance (24X7X4) Monthly Charges
Table 3: Life-Cycle Management Charges - Service Charges
Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 4: DNS Services

| Option | Monthly Service Fee |
|--|-------------------------|
| Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | \$100 per DNS increment |
| Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data) | \$100 per DNS increment |

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Table 12: MIS Tele – Installation

Discount: 100.0 %

| MIS Speed | Undiscounted MIS | Undiscounted MIS w/ Managed Router |
|---------------------------|------------------|------------------------------------|
| 56 Kbps | \$1,000 | \$1,000 |
| 128 Kbps - 1.5 Mbps | \$1,000 | \$1,000 |
| NxT-1 | \$2,500 | \$2,500 |
| Tiered/Full T-3 | \$5,000 | N/A |
| Tiered OC-3, OC-12, OC-48 | \$10,000 | N/A |
| Ethernet | \$1,500 | \$1,500* |
| 10 Gig Ethernet*** | \$10,000 | \$10,000** |

*Available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

** Subject to availability

*** Not available with MPLS PNT

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Table 23: Flexible Bandwidth Billing Option - Ethernet

| Discount applied to MIS & MIS w/Managed Router: 89.0 % | | | Incremental Usage Fee Discount: 89.0 % |
|--|------------------------------|--|---|
| Tiered Bandwidth Minimum Commitment | MIS Undiscounted Monthly Fee | MIS with Managed Router Undiscounted Monthly Fee | Undiscounted Incremental Usage Fee Per Mbps |
| 0.5 Mbps | \$390 | \$460 | \$940 |
| 1.0 Mbps | \$425 | \$495 | \$510 |
| 1.5 Mbps | \$470 | \$540 | \$380 |
| 2 Mbps | \$590 | \$885 | \$355 |
| 3 Mbps | \$850 | \$1,145 | \$340 |

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

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|-----------|----------|----------|-------|
| 4 Mbps | \$1,075 | \$1,370 | \$325 |
| 5 Mbps | \$1,125 | \$1,420 | \$270 |
| 6 Mbps | \$1,250 | \$1,545 | \$250 |
| 7 Mbps | \$1,415 | \$2,295 | \$245 |
| 8 Mbps | \$1,565 | \$2,445 | \$235 |
| 9 Mbps | \$1,715 | \$2,595 | \$230 |
| 10 Mbps | \$1,840 | \$2,720 | \$225 |
| 15 Mbps | \$2,465 | \$3,345 | \$200 |
| 20 Mbps | \$3,090 | \$3,970 | \$190 |
| 25 Mbps | \$3,725 | \$4,605 | \$180 |
| 30 Mbps | \$4,350 | \$5,230 | \$175 |
| 35 Mbps | \$4,990 | \$5,870 | \$175 |
| 40 Mbps | \$5,615 | \$6,495 | \$170 |
| 45 Mbps | \$6,250 | \$7,130 | \$170 |
| 50 Mbps | \$6,770 | \$7,815 | \$165 |
| 60 Mbps | \$7,825 | \$9,005 | \$160 |
| 70 Mbps | \$8,875 | \$10,055 | \$155 |
| 75 Mbps | \$9,410 | \$10,595 | \$155 |
| 80 Mbps | \$9,925 | \$11,105 | \$150 |
| 90 Mbps | \$10,975 | \$12,155 | \$150 |
| 100 Mbps | \$12,025 | \$13,205 | \$145 |
| 120 Mbps | \$14,125 | \$15,305 | \$145 |
| 144 Mbps | \$16,225 | \$17,405 | \$140 |
| 150 Mbps | \$17,065 | \$18,250 | \$140 |
| 155 Mbps | \$17,800 | \$18,980 | \$140 |
| 200 Mbps | \$20,975 | \$22,780 | \$130 |
| 250 Mbps | \$24,515 | \$26,320 | \$120 |
| 300 Mbps | \$28,050 | \$29,855 | \$115 |
| 350 Mbps | \$31,600 | \$33,405 | \$110 |
| 400 Mbps | \$35,140 | \$36,945 | \$110 |
| 450 Mbps | \$38,675 | \$40,480 | \$105 |
| 500 Mbps | \$42,215 | \$44,020 | \$105 |
| 550 Mbps | \$45,750 | \$47,555 | \$100 |
| 600 Mbps | \$49,290 | \$51,095 | \$100 |
| 622 Mbps | \$50,700 | \$52,505 | \$100 |
| 700 Mbps | \$56,365 | \$58,170 | \$100 |
| 800 Mbps | \$63,440 | \$65,245 | \$100 |
| 900 Mbps | \$70,875 | \$73,930 | \$100 |
| 1000 Mbps | \$78,250 | \$81,305 | N/A |

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Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

| Discount applied to MIS: 86.0 % | | Incremental Usage Fee Discount: 86.0 % | |
|-------------------------------------|------------------------------|---|--|
| Tiered Bandwidth Minimum Commitment | MIS Undiscounted Monthly Fee | Undiscounted Incremental Usage Fee Per Mbps | |
| .5 Gbps | \$42,215 | \$84.43 | |
| 1.0 Gbps | \$78,250 | \$78.25 | |
| 1.5 Gbps | \$119,625 | \$79.75 | |
| 2.0 Gbps | \$161,000 | \$80.50 | |
| 2.5 Gbps | \$196,000 | \$80.25 | |
| 3.0 Gbps | \$240,000 | \$80.00 | |
| 3.5 Gbps | \$279,125 | \$79.75 | |

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

| | | |
|-----------|-----------|---------|
| 4.0 Gbps | \$318,000 | \$79.50 |
| 4.5 Gbps | \$356,625 | \$79.25 |
| 5.0 Gbps | \$390,000 | \$78.00 |
| 5.5 Gbps | \$433,125 | \$78.75 |
| 6.0 Gbps | \$471,000 | \$78.50 |
| 6.5 Gbps | \$508,625 | \$78.25 |
| 7.0 Gbps | \$539,000 | \$77.00 |
| 7.5 Gbps | \$583,125 | \$77.75 |
| 8.0 Gbps | \$620,000 | \$77.50 |
| 8.5 Gbps | \$656,625 | \$77.25 |
| 9.0 Gbps | \$684,000 | \$76.00 |
| 9.5 Gbps | \$719,625 | \$75.75 |
| 10.0 Gbps | \$755,000 | \$75.50 |

* Not available with MPLS PNT
v.10.01.08

Note – Customer may upgrade an Ethernet Bandwidth to 1.0 Gbps, 1.5 Gbps, 2.0 Gbps, 3.0 Gbps, or 4.0 Gbps by executing a written request (referencing this Agreement) that designates the applicable Ethernet Bandwidth, and the discount specified in table below shall apply. Customer may downgrade an Ethernet Bandwidth by executing a written request (referencing this Agreement) that designates the applicable Ethernet Bandwidth, and the discounts herein shall apply to such downgrade. AT&T shall use commercially reasonable efforts to implement Customer's requested changes to Ethernet Bandwidth within 45 days following the submission of the written request by Customer or as soon as practicable thereafter.

| Upgrade Tiered Bandwidth | Discount Applicable |
|-----------------------------|------------------------|
| 1.0 Gbps | 88% |
| 1.5 Gbps | 89% |
| 2.0 Gbps | 90% |
| 3.0 Gbps | 92% |
| 4.0 Gbps | 92% |

Section III: Additional Service Fees

| | |
|---|-------------------------------|
| Moving Fee (during hours) | \$1,000 per location |
| Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday) | Additional \$500 per location |

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Section IV: Local Access Pricing

| NPA/ NXX | Location | Access Bandwidth | Local Access Non- Recurring Charge | Local Access Net Monthly Recurring Charge |
|-------------|--------------------------------|---------------------|---------------------------------------|--|
| 312/814 | 100 W Randolph, Chicago, IL | Ethernet – 10 Gig | \$ 0.00 | \$ 2,760.00 |

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