

BellSouth Long Distance, Inc.**Customized Pricing Arrangement (CPA)**

Siebel No. _____

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Customer Name: The School Board of Clay County, Florida

Contract Number: BSLD-0206-147

Proposal Date: February 16, 2006

The customer identified above (the "Customer") hereby agrees to purchase from BellSouth Long Distance, Inc. ("BellSouth Long Distance"), the telecommunications services described herein (the "Services"). For ease of reference, BellSouth Long Distance shall be referred to herein as "BellSouth".

All terms not defined in this CPA and used in this CPA are defined in the applicable Governing Document(s) (defined below). The rates, discounts and other terms and conditions applicable to the Services are set forth in, and governed by, this CPA, including related Service order forms and/or promotion forms, and the following documents (referred to, collectively, as the "Governing Documents"): (a) the relevant BellSouth Long Distance Pricing Guide(s) for Services purchased from BellSouth Long Distance which are not subject to tariff, and the BellSouth Long Distance state tariffs, or similar documents required by the state regulatory body with jurisdiction over the Services for BellSouth Long Distance's regulated Services. The Governing Document applicable to BellSouth Long Distance's interstate Services is the BellSouth Long Distance Complex Business Interstate Pricing Guide. The Governing Documents applicable to BellSouth Long Distance intrastate Services are the applicable state tariffs or state pricing guides where the intrastate Services are provided.¹ Each Governing Document applicable to the Services purchased hereunder is hereby incorporated into This CPA may not be amended without the express written authorization of The School Board of Clay County, Florida. Where the terms and conditions of the Governing Documents are inconsistent with the provisions of this CPA, the terms of this CPA shall govern the terms and conditions of the Service. In the event this CPA is attached to a BellSouth Business Master Agreement ("BBMA"), where the terms and conditions of the BBMA are inconsistent with the provisions of this CPA, the terms and conditions of this CPA shall govern the terms and conditions of the service.

Customer is not relying upon any representations or promises not included in this CPA, or the Governing Documents, in executing this CPA.

This CPA, the applicable Governing Document(s), and, where applicable, the BBMA, represent the entire understanding between the Customer and BellSouth regarding the Services and shall supersede all prior proposals, agreements, promotions, understandings, negotiations and discussions, whether oral or written, relating to equivalent Services.

To the extent permissible under applicable law, regulation or tariff, this CPA and the Governing Documents, shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to its conflict of laws provisions. BellSouth may assign this CPA at any time to a parent, subsidiary, subsidiary of its parent or any of its or its parent's affiliates, subject to any applicable federal or state notice requirements.

¹ The BellSouth Long Distance Complex Business Services Interstate Pricing Guide and all of the other BellSouth Long Distance pricing guides are available at <http://www.tariffs.bellsouth.com/index.nv>. In addition, copies of all the Governing Documents are available during normal business hours, at BellSouth Long Distance's main office at 400 Perimeter Center Terrace, Suite 350, Atlanta, Georgia 30346

**BellSouth Proprietary Information
RESTRICTED**

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1. **SERVICES:** Customer hereby agrees to purchase Services from the BellSouth Business Class Family of Services product offering, which currently includes (a) the following Services provided by BellSouth Long Distance, Inc.: BellSouth® Dial Direct Service, BellSouth® Toll-Free Service, BellSouth® Long Distance Voice VPN, BellSouth® Long Distance Calling Card, BellSouth® Long Distance Dedicated Access Service ("Dedicated Access"), BellSouth® Long Distance Private Line Service ("Private Line"), BellSouth® Long Distance ATM Service, BellSouth® Long Distance Frame Relay Service and BellSouth® Long Distance Local Frame Relay Service.

The Services listed above may be provided to Customer through BellSouth's purchase for resale of underlying network capacity from one or more network providers. In the event that BellSouth provisions Services through an underlying network provider, BellSouth, in its sole discretion, shall determine the network provider through which to provision such Services. All Services pursuant to this CPA are offered subject to the availability of the service components required.

2. **TERM and TERMINATION:** The Term of this CPA shall be 36 months, including an initial 6 month Ramp Up Period, from the Commencement Date. Customer may renew this Agreement for two (2) individual 12 month Renewal Terms. Following the expiration of the initial Term or Renewal Term, BellSouth shall continue to provide Services to Customer for up to six (6) months after such termination (the "Transition Period") at the Rates and Charges and on the other terms and conditions, excluding Customer's MSC, in effect as of the date of expiration.

A Party may terminate this CPA upon the other Party's failure to cure a material breach of this CPA, other than breaches described below, within thirty (30) days after written notice thereof.

If Customer breaches a payment provision, BellSouth may, at its option and in addition to other remedies available in law or equity, take one or more of the following steps: (i) refuse to accept additional orders for Service; (ii) refuse to install new Service types or Service locations; (iii) disconnect or block ANIs, circuits, or other Service elements; (iv) discontinue promotional discounts and international discount rates for Services provided until Customer is in full compliance with this CPA; or (v) terminate this CPA upon thirty (30) days' prior written notice to Customer.

3. **MINIMUM SERVICE COMMITMENT ("MSC").** During the Initial Term and any Renewal Term of this CPA, exclusive of any applicable Ramp Up Period, Customer hereby agrees that its Minimum Monthly Commitment ("MMC") shall be a minimum of a 50 Mbps Premium BellSouth® Long Distance Point to Point Ethernet Service per Contract Month.

4. **SERVICE RESTRICTIONS.** In addition to Customer's MSC, Customer must meet the following condition:

A. Customer must be a new BellSouth Long Distance Customer.

B. During each month of the Term following the Ramp Up Period, Customer must maintain at least one BellSouth Domestic Dedicated Access Service local channel at each location identified in Attachment A.

5. **GENERAL CONDITIONS - PRICING.**

5.1. **Rates:** BellSouth will charge Customer and Customer shall pay, a fixed Net Effective Usage Rate, inclusive of all Term and Volume discounts, in the applicable amount from Attachment A to this CPA, for all Services shown in Attachment A.

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5.2 Installation Waivers:

- A. BellSouth will waive the installation charges (NRC) for services listed on Attachment A:
- 6. OTHER TERMS AND CONDITIONS.

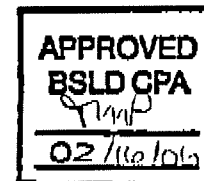
A. Services are for use by Customer only and are not available for resale.

B. By executing this CPA, Customer hereby grants a Letter of Agency to BellSouth to act on its behalf for ordering access services.

Commencement Date

In order to become effective, this CPA must be executed by a duly authorized representative of Customer and delivered to an authorized representative of BellSouth within thirty (30) days of the Proposal Date stated above; and thereafter executed by a duly authorized representative of BellSouth. This CPA shall be effective upon the signature date of the last party to sign and Term shall commence on the first day of the next billing month following July 1, 2006, and no sooner than the completed installation of relevant BellSouth metro-Ethernet services at the locations identified in Attachment A. For purposes of this CPA, a "Service Component" shall mean a service listed explicitly under Attachment A. Any modification(s), interlineation(s), addition(s) supplement(s) and/or other change(s) to this CPA by the Customer will make this contract null and void.

BELLSOUTH BUSINESS SYSTEMS, INC. on behalf of BELLSOUTH LONG DISTANCE, INC.		CUSTOMER FULL LEGAL BUSINESS NAME: The School Board of Clay County, Florida	
Signature: _____	Signature: _____	Signature: _____	Signature: _____
Printed Name: <u>Ron Friday</u>	Printed Name: _____	Printed Name: _____	Printed Name: _____
Title: <u>Sr. Director, Pricing and Policy Strategy</u>	Title: _____	Title: _____	Title: _____
Date: <u>2/16/06</u>	Date: _____	Date: _____	Date: _____
Address: <u>2180 Lake Blvd</u>	Address: _____	Address: _____	Address: _____
<u>Atlanta, GA 30319</u>			



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ATTACHMENT A: PRICE SHEET

I. BellSouth® Long Distance Point to Point Ethernet Service Pricing.

- A. BellSouth will charge Customer, and Customer shall pay, a fixed Monthly Recurring Charge ("MRC") in the applicable amount from the table below. Pricing encompasses the MetroEthernet Port at each endpoint and the inter-exchange portion of each BellSouth® Long Distance Ethernet circuit, installed or in service during the Term.

<u>Circuit Speed</u>	<u>Location A City, State</u>	<u>Location Z City, State</u>	<u>MRC</u>
50 Mbps Premium	Jacksonville, FL	Gainesville, FL	\$5,400.10*
100 Mbps Premium Fixed	Jacksonville, FL	Gainesville, FL	\$6,799.21*

* This pricing does not include customer facing MetroEthernet ports.