

Emergency Connectivity Fund

Service Provider Invoice (SPI) Affirmation and Customer Agreement

AT&T is participating in the federally funded Emergency Connectivity Fund (ECF) program that provides funding to schools and libraries for the reasonable costs of laptop and tablet computers, Wi-Fi hotspots, modems, routers and other broadband connectivity equipment for off-campus use by students, school staff, and library patrons during the COVID-19 pandemic.

The ECF program provides participating schools and libraries reimbursements for eligible service and equipment either directly from the government (BEAR invoicing method) or by requesting that the service provider invoice the government (SPI invoicing method). AT&T is participating in the SPI invoicing method for this program. **If requested to do so by the school or library, AT&T is willing to submit SPI Invoices to the federal government upon request for approved AT&T products and services funded under the ECF program.**

Under the ECF program's regulations, a school or library must specify at the application stage which invoicing method it would like to use. If your school or library would like to use the SPI invoicing method, you must also submit evidence of AT&T's willingness to submit SPI invoices to the federal government. Accordingly, you may use this written Emergency Connectivity Fund Service Provider Invoice (SPI) Affirmation and Customer Agreement (the "Affirmation Agreement") as proof of AT&T's willingness to participate in the SPI invoicing method. Use of this Affirmation Agreement also demonstrates the Customer's willingness and agreement to abide by the terms of AT&T's SPI billing arrangement.

Accordingly, by uploading this Affirmation Agreement into the USAC EPC Portal and/or providing this document to USAC as proof that AT&T has agreed to submit SPI invoices for products and/or services purchased and approved by the ECF Administrator, Customer affirms that they have read, understand and agree to the following Terms and Conditions.

AT&T's SPI BILLING TERMS AND CONDITIONS:

Customer Responsibility For Charges Incurred. Customer is responsible for all charges related to any ineligible equipment and services or services obtained but not contained in the description of the service commitment request or decision by the Universal Service Administrative Company (USAC). Until USAC has issued a funding commitment, Customer agrees to pay the balance in full as billed by AT&T for any equipment or services purchased by Customer from AT&T.

Customer is responsible for all charges incurred unless and until ECF funding is approved and disbursed by USAC, at which time Customer will remain responsible for all ineligible services, feature charges, and any other requested services/equipment that go unfunded. Customers who chose the SPI invoicing method should be aware that if ECF funding ends before the term of their services contract, they will be subject to the agreed rate of service for the remainder of the contract.

Term of Affirmation Agreement. Customer's obligations set forth in this Affirmation Agreement relating to the products and services purchased through the ECF Program during any Funding Window for the Funding Year extends ten years from the last date that Customer has received goods/services under the contract.

Product/Service Eligibility. The eligibility or ineligibility of products or services for ECF funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.

Service Substitution. USAC's ECF funding commitments are based upon the products and services set forth by the Customer in the Form 471. Any modification to the products and services requires the Customer to file a service substitution with USAC. AT&T cannot honor a request to change or alter services until such time as a service substitution is approved by USAC and AT&T has been notified.

AT&T Requests for Information. If requested, Customer will promptly provide AT&T with information regarding its purchases from AT&T using ECF funding, including but not limited to, any request for proposal documentation, the Customer's Form 471 Forms, any attachments or documentation thereto that support the Customer's funding requests, and the relevant Billing Account Numbers (BANs). The Customer also agrees to provide all information and documentation reflecting the process used to select AT&T as the vendor where State and Local or Tribal Procurement was used to select AT&T as the service provider for Customer under the ECF Program. Upon request, Customer shall also provide the names and titles of individuals involved in the decisions to purchase products or services subject to the ECF program. Customer agrees to provide AT&T any copies of appeals or other communications with USAC, the FCC or any Administrator of the ECF Program related to the products and/or services purchased by the Customer under the Contract and subject to this Agreement.

USAC Denial of Funding. Customer agrees that it has or will apply for funding from USAC necessary to pay for the products and services purchased from AT&T during the applicable application filing window and/or funding year and for any subsequent application filing window(s) and/or funding years, if any, during which it may purchase products/services from AT&T.

In the event USAC denies Customer the necessary ECF funding for the products or services purchased under the parties' Contract, Customer is obligated to pay AT&T for the products/services that have been delivered to Customer. Customer may terminate prospective products/services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate ECF funding from USAC; (ii) despite Customer's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the products/services; and (iii) Customer has negotiated in good faith a revised contract with AT&T to develop revised Contract terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the delivery or prospective products/services. Termination of the delivery of products/services for failure to obtain necessary ECF funding shall be effective upon the expiration of the thirty days written notice. If Customer terminates the delivery of prospective products/services under this Agreement, Customer agrees as follows: (i) it will pay all amounts due for products/services incurred through date of termination, and reimburse AT&T for all unrecovered non-recurring charges; and (ii) Customer will not contract with any other provider for the same or substantially similar products/services during the same application filing window or funding year.

If ECF funding is denied by the ECF Administrator either (a) during the 471 Application process, or (b) during an invoice review or some other subsequent audit or review process conducted by the ECF Administrator, the Customer shall be responsible to remit payment in full to AT&T for the products and/or services subject to the Contract and this Agreement. Customer agrees to assist and support AT&T in any appeals to USAC related to the denial of payment submitted via the SPI billing method.

Customer Reimbursement. If USAC seeks recovery from AT&T for disbursed ECF funds as a result of Customer’s failure to comply with the ECF rules, including Customer delays in submitting required forms or contracts or determines that products and/or services which USAC had previously been approved for funding are not eligible resulting in a request for recovery of funds (other than as the result of AT&T’s failure to comply with the ECF rules), then AT&T will reverse any ECF SPI credit payment amounts provided to Customer for the affected products/services and seek reimbursement from the Customer for the appropriate amounts.

Customer agrees that for any reimbursements requested by AT&T, Customer will (a) pay all unfunded amounts for products/services delivered by AT&T and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC of an unfunded product/service. In addition, Customer acknowledges and agrees that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the parties’ contract or this Affirmation 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.

Certification with Program Rules. Customer warrants and represents that the Customer has complied with ECF program rules and has certified as such on their Form 471. Customer shall inform AT&T of any activity that warrants a repayment to USAC for products and/or services paid for by the ECF fund.

For more information about ECF, please refer to the [FCC ECF](#) or [USAC ECF](#) websites.

SPIN Name	SPIN Number	Federal Registration Number (FRN)	DUNS#	SAM ID.#
AT&T Mobility	143025240	0004979233	003548489	P2S7GZBCSJ1
AT&T CORP	143001192	0005937974	144520249	144520249