



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

<b>Fiscal Years</b>	<u><b>2017</b></u>	<u><b>2018</b></u>	<u><b>2019</b></u>	<u><b>2020</b></u>	<u><b>2021</b></u>
Capital Expenditures	\$0	0	0	0	0
Operating Costs	\$26,666	\$13,333	0	0	0
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Inc (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u><b>\$26,666</b></u>	<u><b>\$13,333</b></u>	<u><b>\$0</b></u>	<u><b>\$0</b></u>	<u><b>\$0</b></u>

# Additional FTE Positions (Cumulative) 0 0 0 0 0

Is Item Included in Current Budget <sup>and Proposed</sup> Yes X No    

Expenditure Budget Number: Fund 0001 Dept 490 Unit 1316 Object 4622

**B. Recommended Sources of Funds / Summary of Fiscal Impact**

C. Department Fiscal Review: Tom Ross 7/29/17

**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Development & Control Comments:

Jeffrey L. ... 7/25/17 OFMB 7/24 CA-126 8/2/17 TR  
A. J. ... 8/2/17 Contract Administration

B. Legal Sufficiency:

Paul F. ... 8/2/17  
 Assistant County Attorney

C: Other Department Review:

\_\_\_\_\_  
 Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

*Continued from Page 1...*

buttons. ISS has requested a three (3) month extension in the term of Sub-Rider D7. AT&T granted the extension from August 2, 2017 to November 1, 2017 with the same terms and conditions as the original Sub-Rider, at a total cost of \$39,999 (\$13,333 per month). If the County does not require these maintenance services for the entire three (3) month period, the County may cancel the services with no penalty upon at least 30 days notice.



CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
Palm Beach County Board of County Commissioners	AT&T Corp.	Name: Stephen Hooper
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
301 N Olive Ave 8 <sup>th</sup> Flr West Palm Beach, F: 33402	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: <a href="mailto:mast@att.com">mast@att.com</a>	
CUSTOMER Contact	CUSTOMER Billing Address and Contact	AT&T Contact Information
Name: Steve Bordelon Telephone: (561) 355-2394 Email: <a href="mailto:sbordelon@pbcgov.org">sbordelon@pbcgov.org</a>	Attention: Sandy Farrell 301 N Olive Ave, 8 <sup>th</sup> Floor West Palm Beach, FL 33402 Customer # 20176914	Mary L. Miller 575 Morosgo Drive, 6 <sup>th</sup> flr East Atlanta, GA 30324 Telephone: (404) 685-5578 Email: <a href="mailto:mm9171@att.com">mm9171@att.com</a>

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

This Pricing Schedule shall be void if not executed by Customer and received by AT&T within thirty (30) days of the date AT&T executed the Pricing Schedule, or if Customer alters, adds or deletes any of the provisions in the version executed by AT&T.

- Rider A – Purchased Equipment
- Rider B – Additional Cisco Terms
  - Sub-Rider B1 - Cisco Try and Buy Program
  - Sub-Rider B2 – Technology Migration Plan
  - Sub-Rider B3 – Cisco Enterprise Suites for Collaboration
- Rider C – Purchased Equipment Discounts
- Rider E – Additional Avaya Terms
- Rider F – ShoreTel Mobility Router

- Rider D – AT&T-Provided Services
  - Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance
  - Sub-Rider D2 – AT&T-Provided Maintenance
  - Sub-Rider D3 – AT&T-Provided Warranty Services
  - Sub-Rider D4 – reserved
  - Sub-Rider D5 – reserved
  - Sub-Rider D6 – Enhanced Transport Service
  - Sub-Rider D7 – Statement of Work

CUSTOMER

By: \_\_\_\_\_  
(by its authorized representative)

(Typed or Printed Name) **Paulette Burdick**

(Title) **Mayor**

(Date)

AT&T

By: Cheryl Wankowski  
(by its authorized representative)

(Typed or Printed Name) Cheryl Wankowski

(Title) Senior Customer Contracts

(Date) 7-20-17

CN8750

**APPROVED AS TO TERMS AND CONDITIONS**

BY Steve Bordelon  
**ISS DIRECTOR**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

Paul F. J.  
**COUNTY ATTORNEY**

**GENERAL TERMS APPLICABLE TO  
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

**1. SERVICES AND PURCHASED EQUIPMENT**

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

**2. QUOTE**

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

**3. ORDERS**

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

**4. TAX EXEMPTION**

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

**5. TERMINATION**

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

**6. LIMITATION OF LIABILITY**

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

**7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE**

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

(c) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

**8. MAINTENANCE CHARGES**

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier.

**9. PRIOR AGREEMENTS**

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc.; AT&T DataComm, and BellSouth Communication Systems, LLC:

## Rider A – Purchased Equipment

### 1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

### 2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

### 3. SHIPPING AND STORAGE

(a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

### 4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

### 5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

### 6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

### 7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

**Rider D – AT&T-Provided Services**

**1. SERVICE; SERVICE PUBLICATION**

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website • SG Library	<a href="http://serviceguidenew.att.com">http://serviceguidenew.att.com</a>

- Or per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

**2. INTELLECTUAL PROPERTY RIGHTS**

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely 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 grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

**3. WORKMANSHIP**

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

**4. INDEPENDENT CONTRACTOR**

AT&T is an independent contractor for the Services performed under Pricing Schedule.

**5. ACCEPTANCE**

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

**6. NON-SOLICITATION**

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

**7. DELAYS**

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

**8. REMOTE ACCESS TO EQUIPMENT**

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

**9. EQUIPMENT STORAGE**

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

**10. SERVICES SUPPLIER**

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

## Sub-Rider D2 – AT&T-Provided Maintenance Services

### 1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T Maintenance Solutions ("AMS")	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AMS">http://serviceguidenew.att.com/sg_flashPlayerPage/AMS</a>
AT&T Voice Maintenance Solutions ("AVMS")	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS">http://serviceguidenew.att.com/sg_flashPlayerPage/AVMS</a>

AT&T provides AT&T Maintenance Solutions and AT&T Voice Maintenance Solutions Services (collectively "Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

### 2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

### 3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST TEN (10) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR, AND, (II) FOR DATA/VIDEO SUPPORTED EQUIPMENT, FOR THE SAME LENGTH AS THE EXPIRING MAINTENANCE TERM. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

### 4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

### 5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

### 6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.



**Sub-Rider D2 – AT&T-Provided Maintenance Services**

**7. AT&T-PROVIDED MAINTENANCE SERVICES – SCHEDULED PAYMENT OPTION**

If Customer elects the scheduled payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such scheduled payments must be paid to AT&T Capital Services, Inc. in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

Sub-Rider D7 – Statement of Work

Installation Site Address: 205 N DIXIE HWY, WEST PALM BEACH, FL 33401

Date of Submission: 06/21/17

Palm Beach Co Resolution#: R-2016-0454

**SELECTION OF EQUIPMENT SERVICE PLAN:**

AT&T Voice Maintenance Solutions: X - Essential Plus Dedicated Custom

Initial Term: 3 Months From: 8/2/17 To: 11/1/17 Total Price: \$39,999.99

Service Plan Payment Terms (default is annual): Monthly

**TERMINATION PRICING ADJUSTMENTS:**

If the COUNTY does not require these maintenance services for the entire three (3) month period, the COUNTY may cancel services with no penalty upon at least 30 day notice.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

**PASS Basic Entitlement:**

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

**Equipment and Applications Covered Under Maintenance Agreement:**

Avaya (Nortel) Option 81C – Serial # K00344 – S/W Release 4.5

This contract is continuation of coverage provided in contract expiring on 8/1/17.

**Equipment Excluded from Maintenance Agreement:**

Headsets, portable/wireless/cordless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers) consumables, personal computers, printers, third party software support (unless otherwise noted) and any software which is at a revision level not supported by the software licensor.

**Special Terms:**

- AT&T will provide Dedicated Technician(s), as stated in the above referenced Order, to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Maintenance and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.
- Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 7:30 A.M. and 4:30 PM, Monday through Friday excluding holidays observed by AT&T.

#### Sub-Rider D7 – Statement of Work

- AT&T will insure that the Technician is reasonably trained and qualified to make repairs to systems currently maintained.
- Customer acknowledges if equipment is declared End of Life (EOL) by Equipment Manufacture, AT&T will provide reasonable efforts to resolve EOL product failure issues, utilizing internal resources only. Hardware parts, if available, may be limited to secondary supplies.
- For work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal schedule work hours will be performed by AT&T and billed to Customer at AT&T then current rates for labor and materials.
- The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.

#### CRIMINAL HISTORY RECORDS CHECK

If AT&T's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, AT&T shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County code ("Criminal History Records Check" section). AT&T acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based on criminal history records check. Although Customer agrees to pay for all applicable FDLE/FBI fees required for criminal history records checks, AT&T shall be solely responsible for the financial, schedule and staffing implications associate in complying with this section of the Palm Beach County Code.

**Rider E – Additional Avaya Terms**

**Avaya Software License and Warranty**

(a) Avaya Software is subject to (1) the Avaya Global Software License Terms ("Avaya Software License Terms") for heritage Avaya Purchased Equipment or (2) the Avaya Software License Terms for Heritage Nortel Networks Products ("Heritage Nortel Software License Terms"), provided at <http://support.avaya.com/LicenseInfo>. Both the Avaya Software License Terms and Heritage Nortel Software License Terms are separate agreements between Customer and Avaya. Customer shall assent to and comply with the Avaya Software License Terms or the Heritage Nortel Software License Terms as applicable.

(b) For Avaya Purchased Equipment, including both heritage Avaya and Heritage Nortel products, Avaya Global Product Warranty Policy for End Users ("Avaya Product Warranty") is the applicable pass through Purchased Equipment warranty. Customer shall assent to and comply with the Avaya Product Warranty provided at <http://support.avaya.com/LicenseInfo>.



Sub-Rider D7 Statement of Work
AT&T Equipment Resale and Related Services Pricing Schedule

MA Reference No.: 201306172894UA
SOW ECATS No.:
CPR: 16332597

Table with 3 columns: CUSTOMER Legal Name ("Customer"), AT&T Corp. ("AT&T"), and AT&T Branch Sales Contact Name. Rows include Palm Beach County Board of County Commissioners, CUSTOMER Address, and CUSTOMER Contact information.

This Statement of Work ("SOW") constitutes a Quote until executed by Customer, at which time it will be considered an Order. The Quote expires sixty (60) days after the Date of Submission.

AGREED: R201610454
CUSTOMER: PALM BEACH COUNTY
By: Mary Lou Berger (Authorized Agent or Representative)

AGREED:
AT&T Corp.
By: Cassandra Y. Oliver (Authorized Agent or Representative)

(Typed or Printed Name)
MARY LOU BERGER
(Title)

(Typed or Printed Name)
Cassandra Y. Oliver
(Title) Manager, Customer Contracts

MAYOR (Date) Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By: [Signature] Deputy Clerk

(Date) 3/2/2016

APPROVED AS TO TERMS AND CONDITIONS
By: Steve Bordelon
DIRECTOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Paul F. J.
COUNTY ATTORNEY

Sub-Rider D7 – Statement of Work

Installation Site Address: 205 N DIXIE HWY, WEST PALM BEACH, FL 33401

Date of Submission: 01/25/2016

Purchase Order Number: \_\_\_\_\_

**SELECTION OF EQUIPMENT SERVICE PLAN:**

AT&T Voice Maintenance Solutions: - Essential Plus Dedicated Custom

Initial Term: 18 Months From: 2/2/16 To: 8/1/17 Total Price: \$240,000.00

Service Plan Payment Terms (default is annual): Monthly

Contract will not automatically renew at end of term.

**TERMINATION PRICING ADJUSTMENTS:** If Customer terminates AT&T Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees thirty (30) days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and costs incurred by AT&T from Avaya or other third party vendors; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Services rendered under this Statement of Work will be invoiced by AT&T Global Services, and remittances should be made to AT&T Global Services.

**PASS Basic Entitlement:**

Partner Assurance Support Services (PASS Basic) has been included for all applicable locations for the manufacturer to provide corrective software content to AT&T, such as software patches and updates to correct known software issues or defects on behalf of the Customer.

**Equipment and Applications Covered Under Maintenance Agreement:**

Avaya (Nortel) Option 81C – Serial # K00344 – S/W Release 4.5

Total Ports 2500

**Equipment Excluded from Maintenance Agreement:**

Headsets, portable/wireless/cordless telephones, answering machines, UPS systems, power conditioners and power supplies (including batteries and chargers) consumables, personal computers, printers, third party software support (unless otherwise noted) and any software which is at a revision level not supported by the software licensor.

**Sub-Rider D7 – Statement of Work**

**Special Terms:**

- AT&T will provide Dedicated Technician(s), as stated in the above referenced Order, to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Maintenance and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.
- Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 7:30 A.M. and 4:30 PM, Monday through Friday excluding holidays observed by AT&T.
- AT&T will insure that the Technician is reasonably trained and qualified to make repairs to systems currently maintained.
- Customer acknowledges if equipment is declared End of Life (EOL) by Equipment Manufacture, AT&T will provide reasonable efforts to resolve EOL product failure issues, utilizing internal resources only. Hardware parts, if available, may be limited to secondary supplies.
- For work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal schedule work hours will be performed by AT&T and billed to Customer at AT&T then current rates for labor and materials and upon written consent of the County's representatives.
- The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.
- Annual pricing: \$5000.00 for every 500 ports, \$135,000.00 for dedicated technician.

**CRIMINAL HISTORY RECORDS CHECK**

If AT&T's employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, AT&T shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). AT&T acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although Customer agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, AT&T shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**COVERED EQUIPMENT**

VENDOR_PRODUCT_ID	DESCRIPTION	TYPE	QTY
026-070	FA23100 POWER CONDITIONER FOR OPT 71,UP TO 8 COLUMN	System	1
458-501204-050	50'SHLD DB15F/RJ48 RTANGL T1 NTWRK TO CSU CABLE	System	1
621-DS1-42-300	25' RJ48-DB15F T1 CBL KIT RJ48-25' CBL & DB15F ADPT	System	3
A0237451	CABLE CONNECTOR (16') M/M (MALE/MALE) 16 FEET	System	1
A0348780	ADJ STAND M2250 CONSOLE	System	1
A0351509(DUPE)	INMAC 328 ADAPTER FEM/FEM FEMALE (MVC02259)	System	20
A0354954	100 AMP RECTIFIER	System	1
A0363452	FILLER PANEL-CE MODULE (PRE PKG ONLY)	System	12
A0377172	TRANSFORMER 24V AC	System	1
A0648379	25 FT ETHERNET CABLE CAT 5 (NOT SEPARTELY ORDERABLE)	System	1

**Sub-Rider D7 – Statement of Work**

A0852632	SHIELDED 50 PIN KEY TELEPHONE TO DB9 SERIAL+TWIN ETHERNET AD	System	1
AS1007D	MODULE - NETWORK PKG (DC)	System	3
AS1019	CABLE-NETWORK PKG/2ND GRP	System	1
AS1020	CABLE-NETWORK PKG/3RD GRP	System	1
AS1021	CABLE-NETWORK PKG/4TH GRP	System	1
AS1051	SDI - 4 PORT ASSEMBLY	System	2
AS1060	CPU-DUAL MULTI DISK ASSMB MDU, MSI, AND CABLES	System	1
AS1100D	MAIN POWER BAY ASSEMBLY (SEE PROD CODE AS1202)	System	1
AS1102D	SUPPLEMENT PWR BAY ASSY	System	1
AS7011	VT520 TERMINAL AND KEYBOARD PKG	System	1
E0780-103E-0000	P0780103 AASTRA M2216 / M522 KEY/LAMP FOOTSTAND SINGLE/BLACK	System	18
E0780-203E-0000	P0780203 AASTRA M2216 / M522 DOUBLE FOOT STD - BLACK	System	39
EDI3-15	15' RS232 M/M CABLE SEE 084380 25' CABLE	System	1
KXP3123	PANASONIC KXP3123 PRINTER	System	1
N0181626	M3900 ACCESSORY POWER ADAPTOR, 100-240V, 33V*0.5A	System	2
NT1R29AA	NEXT GENERATION CONNECTIVITY	System	1
NT1R59AA	SCCS NEXT GENERATION CONNECTIVITY	System	1
NT2K10WC	POWER SUPPLY BOARD (A0375319)	System	60
NT2K22VH-03	MERIDIAN KEY EXPANSION MODULE, BLACK M2000 SERIES (2616)	System	13
NT5D03CA	68060 ENHANCED 80MB CALL PROCESSOR	System	2
NT5D11AE	LINE SIDE T1 INTERFACE CARD	System	4
NT5D12AD	DUAL-PORT DTI/PRI DDP CARD	System	4
NT5D16BA	MER.1 TRUNK T/R CABLE 8FT	System	6
NT5D16BAE5	MERIDIAN 1 TRUNK TIP/RING CABLE (8 FOOT)	System	1
NT5D30AA	DUAL INTERGROUP SWITCH	System	8
NT5D61AB	IODU/C PACK	System	1
NT6D40AB	PERIPH EQUPT PWR SUP - DC PREVIOUS# NT6D40AA	System	1
NT6D41AB	CE POWER SUPPLY - DC PREVIOUS# NT6D41AA	System	2
NT6D41AD	C.E. POWER SUPPLY DC	System	8
NT6D42CC	RINGING GENERATOR DC (REPLACED BY P.C.601799)	System	1
NT6D42CD	RINGING GENERATOR D/C	System	1
NT6D65AA	CORE-TO-NETWORK INTERFACE	System	1
NT6D65AB	CORE TO NETWORK INTERFACE	System	4
NT6D80AA	MULTI-PURPOSE SER DATA LK LINK (MSDL) SEE 601126	System	2
NT6G00AF35 X	M2250 ATTENDANT CONSOLE	System	1
NT7D00BA	TOP CAP DC	System	12
NT7D05AA	FILLER PNL-RING GENERATOR	System	21
NT7D58AF	ESDI CABLE (10FT.)	System	8
NT7D58AV	TERMINAL CABLE (45 FT.)	System	5
NT7D61AV	SDI CABLE (45FT.)	System	1
NT7D99AA	NULL MODEM CABLE (10 FT)	System	10
NT7R87BA	T1 LINK CABLE KIT (32 FT)	System	2
NT8D01AC	CONTROLLER -FOUR CARD	System	1
NT8D01AD	CONTROLLER CARD-2 LOOP REPLACED BY NT8D01BC	System	25
NT8D01BC	CONTROLLER CARD-4 LOOP	System	1
NT8D02EA	DIGITAL LINE CARD	System	14
NT8D02GA	DIGITAL LINE CARD (DLC)	System	177
NT8D04BA	SUPERLOOP NETWORK CARD	System	13
NT8D09AK	ANALOG LINE CARD MSG WAIT W/ MW (PREV# NT8D09AJ)	System	20
NT8D09AL	ANALOG MSG WAIT LINE CARD	System	1
NT8D09BA	ANALOG LINE CARD W/MSG WAITING	System	8
NT8D09BB	ANALOG LINE CARD W/MSG WAITING	System	7



**Sub-Rider D7 – Statement of Work**

NT8D09CA	EXTENDED ANALOGUE MESSAGE WAITING LINE CARD	System	8
NT8D14AJ	UNIVERSAL TRUNK CD-8 PORT (SEE PROD CODE 658807)	System	1
NT8D14BB	UNIVERSAL TRUNK CARD	System	1
NT8D16AB	DIGITONE RECEIVER CARD	System	3
NT8D17EA	CONFERENCE/TONE&DIGIT CD USE "NT8D17FA"	System	5
NT8D17FA	CONF/TONE&DIGIT CD	System	1
NT8D34DC	CPU MODULE DC FOR OPT 71 (PRE PKG ONLY) FLAG !!	System	2
NT8D35EA	NETWORK MODULE D/C	System	8
NT8D36AA	MERIDIAN MODULE-INTERGROUP(PRE PKG ONLY)	System	2
NT8D37EC	INTELL. PE MODULE - DC	System	1
NT8D49AA	COLUMN SPACER KIT 2.75IN.	System	36
NT8D74BE	CLK CNTL TO JUNC CABLE 8' CABLE (8 FT.)	System	1
NT8D74BF	CLK CNTL TO JUNC CBL 10' CABLE (10 FT.)	System	1
NT8D76BD	CCNI TO 3PE OR IGS TO IGM CABLE 6'	System	2
NT8D76BE	INTGRP SW TO INTGRP MODUL RGROUP MODULE CABLE (6FT)	System	2
NT8D78AA	CPU CABLE , 2 IN.	System	4
NT8D79AF	PRI/DTI TO CLK CONTR CBL	System	4
NT8D80BD	CPU INTERFACE CABLE, 6 FT	System	3
NT8D80BE	CPU INTERFACE CABLE, 8 FT	System	2
NT8D83AD	PRI/DTI TO I/O CABLE,6 FT	System	23
NT8D85BD	NETWORK TO PE CABLE,6 FT	System	1
NT8D85BV	NETWORK TO PE CABLE,45 FT PREVIOUS# QCAD124H	System	37
NT8D88AC	NETWORK TO I/O CABLE	System	30
NT8D91AV	SUPERLOOP TO CONTROLLER (XNET TO XPEC) CABLE 45FT	System	8
NT8D92AB	CONTROLLER TO I/O CABLE	System	30
NT8D95AJ	SDI I/O TO DTE/DCE CABLE 16FT.,M/M	System	4
NT8D95AT	SDI I/O TO DTE/DCE CABLE 34 FT., M/M	System	2
NT8D95AW	SDI I/O TO DTE/DCE CABLE 48 FT., M/M	System	5
NT8D98AS	INTER CAB N/WORK CABLE 360 INCH	System	30
NT8D99AC	CPU TO NETWORK CABLE	System	20
NTAK19FB	4 PORT SDI CABLE	System	1
NTBK51AA	DOWNLOADABLE DCHI FOR DDP	System	4
NTCG03AC	DDP TO CLOCK CABLE (4 FT)	System	4
NTCK80AB	DDP TO MSDL CBL 18 FT	System	2
NTJH09BB	MERIDIAN TERMINAL EMULATOR (MTE) RLS 9.3 SFTWR (SYS LICENSE)	System	1
NTMF29BA	D CHIP TO SDI CARD ASSY CABLE	System	1
NTMN15BA70	I2004, M3903/M3904/M3905 WALL MOUNT KIT, CHARCOAL	System	4
NTMN37BA70	KEY-BASED EXPAN. MOD. W/OUT FOOTSTAND, CHARCOAL, M3904,M3905	System	5
NTMN37BC70E6	M3900 KEY-BASED EXPANSION MODULE - CHARCOAL W/OUT FOOTSTAND	System	27
NTMN38AB70	M3900 KBA SINGLE FOOTSTAND KIT 1 CHARCOAL (M3904, M3905)	System	10
NTMN38AB70E6	M3900 KBA SINGLE FOOTSTAND KIT 1 CHARCOAL (M3904, M3905)	System	15
NTMN38BA-70	KEY-BASED EXPANSION MODULE KIT2, CHARCOAL, (M3904, M3905)	System	4
NTMN38BA70E6	M3900 KBA SECOND FOOTSTAND KIT 2 CHARCOAL	System	7
NTMN80AA	WALL TRANSFORMER M3900	System	1
NTND14BC	CNI TO 3PE CABLE, (10 FT)	System	8
NTND14BD	CNI TO 3PE CABLE, (12 FT)	System	2
NTND21AA	MODULE SIDE PANEL KIT SEE PROD. CODE "NT9D17"	System	2
NTND26AA	MSDL DCHI INTERFACE CABLE (6 FT)	System	1
NTND27AB	MSDL TO I/O CABLE (6 FT)	System	2
NTRB33AA	FIBER JUNCTOR INTERFACE CARD FIJI	System	1
NTRH9069	TRANSCEIVER (MAU TO BASE T)	System	2

**Sub-Rider D7 – Statement of Work**

NTVQ83AA	ITG EMC SHIELDING KIT	System	1
NTWE04AD	MERIDIAN ITG 2.0 INTRA-CABINET CABLE 1 FT	System	1
NTWE07AA	PRE-PROGRAMMED Q.SIG D-CHANNEL INTERFACE PCMCIA CARD	System	1
NTZE29HA	CALLPILOT 703T TO M1/CSE1000 HARDWARE INTEGRATION 32 CHAN	System	2
NTZE53AA	MM 2 FL SRVC VOICE PRTSTO CLPLT 2 VOICE CHNLS,140 MLBX MIG	System	24
P0699724	MODULE SIDE COVER	System	16
P0738600	DISPLAY OPTION CABLE	System	17
QCAD133A	CONNECTOR CABLE PRI/DTI I/O TO MDF 50FT	System	37
QCAD318	TELECOM 25 PR CONN TO 6 DB-25 FEMALE CONNECT	System	4
QCAD319A	TELECOM 25 PR CONN TO 6DB-25 MALE CONNECTOR	System	4
QCAD328A	CABLE ASSY. (A0341116) ST,N,NT,RT,XN,XT	System	1
QPC215	SEGMENTED BUS EXTENDER	System	8
QPC412C	INTERGROUP SWITCH	System	1
QPC414B	REFURB SL1 NETWRK QPC414	System	12
QPC414C	DUAL NETWORK CARD	System	4
QPC43	PERIPHERAL SIGNALING CARD	System	8
QPC43R	PERIPHERAL SIGNALING CARD	System	1
QPC441F	3-PORT EXTENDER VINTAGE F	System	8
QPC471C	REFURB DTI CLOCK CONTROLL	System	2
QPC477F	CARD -BUS TERMINATNG UNIT BUS TERMINATION UNIT	System	4
QPC579A	CENTRAL PROCESSOR UNIT	System	4
QPC580C	CPU INTERFACE CARD	System	2
QPC583A	768K MEMORY CARD QPC583	System	4
QPC720F	PRIMARY RATE INTERFACE	System	19
QPC757D	D CHANNEL INTERFACE CARD	System	1
QPC939	ROM CARD RT,NT,XT REL 15 & ABOVE	System	3
QPC939A	ROM CARD VINTAGE C	System	1
QPF36B	TERM CONN XN,XT,XL UPG	System	4
RJ-AP45	PROTECTOR 8PN RJ/T1 W/GRD 8 PIN/4 WIRE, W/GRD	System	3
RJ-DP48C	T-1/DSL CPE PROTECTOR	System	1
SW0000C	MER 1 SPECIAL BASE SW RLS. 17	System	17
SW0001A	SPEC APPLICATION FEATURES	System	10
SW0005A	DN EXPANSION	System	10
SW0028A	FAST TONE AND DIGIT SW	System	1
SW0042A	COORDINATED DIALING PLAN	System	10
SW0044A	BASIC ESN FEATURES	System	10
SW0045A	ADVANCED ESN FEATURES	System	10
SW0300C	BASIC ISDN FEATURES	System	1
SW0301A	PRIMARY RATE ACCESS	System	10
SW0303B	ADVANCED ISDN FEATURE	System	10
SW0306A	NETWORK MESSAGE CENTER	System	10
SW0402A	IVMS LINK	System	10
SW0403A	MERIDIAN MAIL LINK	System	10
U9634	MULTI-DISK UNIT, MEM, ROM U 0SA435 THROUGH 0SA441	System	2
A0400052	8417 HANDSFREE 2 LINE DISPLAY SET, GREY, 8 BUTTONS	SS	1
NT2N32AA13	8417 HANDSFREE 2 LINE DISPLAY SET, BLACK, 8 BUTTONS	SS	3
N0032917	CALLPILOT 4.0 KEYCODE	Software	1
NT9F06DA	CALL CTRER SW 100,100 AGT FRM MAX 7/8 FUND/ENHANCED	Software	1
NT9F06JA	SW ASSEMBLY, CCS100 UPG, MAX 7-9 FUNDAMENTAL/ENHANCED, 200 AGENT	Software	1
NT9S41GA	SCCS 4.2 TO CC 6.0 VOICE AGENT UPGRADE INCREMENT 100-499	Software	300
NT9S80AA	CONTACT CENTER 6.0 LICENSE INFORMATION SHEET	Software	1

**Sub-Rider D7 – Statement of Work**

NTE905AA	8 PREMIUM NETWORK SERVICES ANALOG USER ISM	Software	16
NTE980MA	MUS CON ISM	Software	20
NTE980MB	MUS CON EAUTH LICENSE	Software	12
NTE980RB	RAN CON EAUTH LICENSE	Software	12
NTTL04EA	TM 50 SETS LICENSES EXPANSION	Software	3
NTTL19AA	OTM, ADDITIONAL CLIENT FOR ONE (1) PC	Software	5
NTTL25AF	OTM 1.2 OR 2.X UPGRADE TO OTM 2.2 GENERAL	Software	1
NTUB24AC	MM TO CALLPILOT MIGRATION PKG	Software	1
NTUB50HA	CALLPILOT 4.0 TOWER 703T CD IMAGE SET	Software	1
NTVQ61BA	IP TRUNK 3.0 NTP CD ROM MULTILINGUAL	Software	1
NTZC70AA	BASE SW FEATURE PACKAGE - OPTION 153 & 209	Software	1
NTZC70BA	SOFTWARE FEATURES PKG (CCS100) OPTIONS 214,215,218	Software	1
NTZC70DA	SOFTWARE FEATURES PKG (BASE) OPTION 42/43/45	Software	1
NTZC75AA	32MB DRAM SIMM UPGRADE KIT	Software	2
NTZE30AB	CALLPILOT UPDATED INTGRTRN SUITE-M1 OPT51-81CX11 SW INTROPRBL	Software	1
NTZE56DA	CP R2.02/2.5 TO R4.0 SRS PRE-PAID SERVICES FEE/SEAT	Software	2700
NTZE66AA	10 CALLPILOT VOICE MAILBOX LICENSES NOT USED	Software	116
SVOM0029	SRS ENABLEMENT - MAX UPG TO CURR - SRS CONTRACT REQUIRED!	Software	1
SW0053B	PUBLIC ISDN ACCESS	Software	10
SW0222A	ENHANCED ACD OVERFLOW	Software	13
518SL1-1	M1250 HANDSET MODULE INCLUDES CORD AND REST	Sets	1
DUP-NT2K22VH03	MER.KEY EXP.MODULE (BLK) REPLACED BY P.C. SSA027	Sets	1
MPR025603	M2616 PLUS DISPLAY, BLACK (NTZK16BA03) - MPR025603	Sets	1
NT2K08GA03	M2008 SET (BLACK) SEE P.C. NTI299	Sets	33
NT2K08GB03	M2008HF BASIC (BLACK) **USE PRODUCT CODE SSA700	Sets	35
NT2K08GC03	M2008HF BASIC SET, BLACK SEE P.C. NTI308	Sets	8
NT2K08GK03	M2008HF DISPLAY SET (BLK) REPLACED BY P.C. SSA703	Sets	2
NT2K08ZC03	M2008HF BASIC, BLACK STANDARD BUSINESS PHONE	Sets	13
NT2K16GA03	M2616 BASIC SET (BLACK) SEE P.C. NTI317	Sets	34
NT2K16GH03	M2616 W/DISPLAY (BLACK) REPLACED BY P.C. SSA727	Sets	6
NT2K16XC03	M2616 W/DISPLAY ARSI BLK	Sets	1
NT2K16XD-03	REFURB M2616 DISPLAY BLK WITH INLINE POWER	Sets	80
NT2K16XD35-RM	REFURB M2616 DISPLAY ASH WITH INLINE POWER	Sets	291
NT2K16XE03	M2616 PLUS W/ DISP, BLACK SEE P.C. NTI323	Sets	1
NT2K16XF03	M2616 W/DISPLAY, BLACK PERFORMANCE-PLUS PHONE	Sets	3
NT2K16XH03	M2616 PERF. PLUS TEL, BLK (NTZK16AA03) - MPR025403	Sets	2
NT2K22XH03	REFURB 22 BUTTON ADD-ON MODULE (ARIES I SETS) BLK	Sets	62
NT2K28AD03	DISPLAY OPTION, BLACK M1 (3 LANGUAGE)	Sets	156
NT9K08AA03	M2008 BASIC SET, BLACK STANDARD SET	Sets	170
NT9K08AB03	M2008HF BASIC SET, BLACK	Sets	236
NT9K08AD03	M2008HF DISPLAY SET, BLACK STANDARD SET	Sets	25
NT9K16AA03	M2616 BASIC SET, BLACK PERFORMANCE PLUS	Sets	165
NTMN34GA70	MERIDIAN M3904 PROFESSIONAL, RELEASE 3, CHARCOAL	Sets	1694
NTMN34GC70E6	M3904 DIGITAL PROFESSIONAL CHARCOAL ROHS	Sets	1415
NTMN59AA-70	EXTERNAL ALERTER & RECORDER INTERFACE CHARCOAL M3900	Sets	1
NTZK08AA03	REFURB M2008 BASIC BLACK	Sets	12
NTZK08AA35	REFURB M2008 BASIC ASH	Sets	2215
NTZK16AA03	REFURB M2616 BASIC BLACK	Sets	2
NTZK16AA35	REFURB M2616 BASIC ASH	Sets	313
NTZK16AB03	REFURB M2616 DATA BLACK INCL PWR BRD	Sets	48
61025055	LDA19.2 FEM ASY RS232 SEE *653028*	Peripherals	16
61025056	LD A/19.2 PLUG MFG DISC. SEE *653028*	Peripherals	2

**Sub-Rider D7 – Statement of Work**

62005202	19/23IN 16SLT W/2 25PR AMPHENOL MASS TERMINATION	Peripherals	2
62245083	2440 MODEM R/M	Peripherals	24
1202066L1	ADTRAN RACK MOUNT T1 ESF CSU UNIT FOR SMART 16 SHELF	Peripherals	31
1203022L1	ADTRAN T1 CSU ACE	Peripherals	1
1825PM	DUET PLUS AUX RINGER W/AMP AND 2501 CORD	Peripherals	2
2459-04	M2000 QUAD ADPCM REMOTE SIDE 2459-04(2.5 DSO'S)	Peripherals	6
3100-71-32	RT24 WALL/CSU & INTEL LIU SHLF/AC PWR&RG/PSU/WALKIT	Peripherals	3
4202023L8	ADTRAN SMART 16E SHELF DUAL DC	Peripherals	2
5S-DP	T&R DIGITAL STATION PROTECTOR, 5 PIN	Peripherals	700
A0367335	PWR TRNSFRM M2XXX MOD SET AC TO +5V/-12V DC	Peripherals	25
A0376839	VT420 MERIDIAN MAIL CRT REPLACED BY (0SA200)	Peripherals	6
A0764508	ACCESSORY CONN MODULE CHARCOAL M3900	Peripherals	1
AS1460	LINE-SIDE T1 INTERFACE INTERFACE ASSEMBLY(21-81)	Peripherals	4
AS-410	BATTERY KIT 1120 AH AS410	Peripherals	1
GE4300883	CALLPILOT PARTNER ASSURANCE SOFTWARE SUPPORT - BASIC-SL883	Peripherals	1200
GE4300AJ1	CONTACT CENTER MGR NODAL BASE SYSTEM PASS BASIC SLAJ1	Peripherals	1
GE4300AK1	CONTACT CENTER MGR 1-499 STND VOICE AGENTS PASS BASIC SLAK1	Peripherals	300
GE4300AQS	CS1000 PASS TIER4 (2000-4999USERS)- BASIC-SLNAQS	Peripherals	3880
HP 2106A	HP DESKJET 500 PRINTER	Peripherals	4
MMU2-42RAB	DIG ANNC,4CH,64SEC,RMT,AC REC,120V,WITH BATT/BACKUP	Peripherals	3
NT2K28AA-03	SPEC APPLIC DISPLAY - BLK (SEE PROD CODE 647907)	Peripherals	80
NT7D18AB	APPL EQUIPMENT MODULE, DC	Peripherals	1
NT9D08AA	DSS-9000 DIR STA SELECT	Peripherals	1
NT9S41AA	SCCS 4.2 TO CCM 6.0 BASE UPGRADE	Peripherals	1
NTMN71AC70E6	M3900 ACCESSORY CONNECTION MODULE CHARCOAL (ACM)	Peripherals	2
NTMN72AD70E6	FULL DUPLEX HANDSFREE ACCESSORY CHARCOAL	Peripherals	2
NTRH9017	10 BASE T HUB SYMPOSIUM	Peripherals	1
NTTL51AE	OTM 2.1 GENERAL - USB DONGLE SERVER LICENSE - 50 SETS	Peripherals	1
NTZE07AA	CALLPILOT 4 VOICE CHANNELS	Peripherals	4
NTZE11CA	CALLPILOT DESKTOP MESSAGING CAPABILITY-50 USERS	Peripherals	1
NTZE11DA	CALLPILOT DESKTOP MESSAGING CAPABILITY 100 USERS	Peripherals	1
NTZE11EA	DESKTOP MESSAGING 500 USERS	Peripherals	1
NTZE11KA	CALLPILOT DESKTOP MESSAGING CAPABILITY-200 USERS	Peripherals	2
NTZE19EA	CALLPILOT MULTIMEDIA MAILBOXES WITH VOICE-500 USERS	Peripherals	1
NTZE53CA	MM TO CALLPILOT MIG BONUS 20 DESKTOP LICENSES	Peripherals	1
ON1500XAU-SN	ON1500 RM/FM EXT RUN TIME 1500VA UPS W/SOFTWARE	Peripherals	1
ON600XA-SNK	600VA FLOOR MT. UPS W/EXT. RUN TIME	Peripherals	2
ONXBC-417	BATT. PACK ONXBC-417	Peripherals	4
PT-400	CHIME-RINGER	Peripherals	2
SEB2/512-24	SEB II, 512K, 2 PORTS, 14.4K BPS	Peripherals	1

Attachment #1 to Master Agreement # 133405UA  
Single Signature document

By the Parties execution of the Master Services Agreement # 133405UA and this Single Signature document (Attachment #1 to the Master Services Agreement), the following list of agreement documents are contemporaneously executed between the applicable AT&T affiliate as named in the agreements below and Palm Beach County.

**Document name**

AT&T ILEC Intrastate Pricing Schedule FL09-3950-02  
AT&T ILEC Intrastate Pricing Schedule FL09-4798-00  
AT&T ILEC Intrastate Pricing Schedule FL09-4804-00  
AT&T ILEC Intrastate Pricing Schedule FL09-4844-00  
AT&T ILEC Intrastate Pricing Schedule FL09-3994-01  
AT&T ILEC Intrastate Pricing Schedule FL09-3957-01  
AT&T ILEC Intrastate Pricing Schedule FL09-3964-02

**Service**

Metro Ethernet  
Centrex Plan 1  
Centrex Plan 2  
Centrex Plan 3  
Centrex Plan 5  
Frame Relay  
MegaLink, FlexServ, CrisisLink,  
E911 PinPoint  
SMARTRing  
Primary Rate ISDN  
DIA  
NVPN

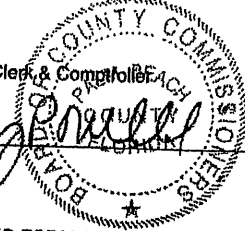
AT&T ILEC Intrastate Pricing Schedule FL09-3969-02  
AT&T ILEC Intrastate Pricing Schedule FL09-3843-03  
AT&T Managed Dedicated Internet Access Service Pricing Schedule  
AT&T Managed Managed Network VPN Service Pricing Schedule

AT&T ILEC Regulated Services and Volume & Term Pricing Schedule ("Service") FL09-3606-10  
AT&T Business Network Service Pricing Schedule and Attachment A  
Total Revenue Spend Bonus - Attachment 2

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ATTEST:

SHARON R. BOCK, Clerk & Comptroller  
By: [Signature]  
Deputy Clerk



PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
John F. Kobns, Chairman

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

[Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

[Signature]  
Director, Information Systems Services

**CONTRACTOR**

By: AT&T \_\_\_\_\_ (Corporate Name)

a Delaware  
corporation  
(Insert state of corporation)

By: [Signature]  
(signatory)  
Jerald Armstrong on behalf of A. Markiewicz  
(print signatory's name)

\_\_\_\_\_  
(print title)  
06-16, 2009  
(date of execution)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(witness name printed)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(witness name printed)



R2009F1055

## MASTER AGREEMENT

<b>Customer</b> Palm Beach County Street Address: 301 S Olive Ave. City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA	<b>AT&amp;T</b> AT&T Corp. or enter the International Affiliate Name <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921 <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input type="checkbox"/> 225 W. Randolph Street, Chicago, IL 60606 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input checked="" type="checkbox"/> 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 <input type="checkbox"/> International Affiliate Address
<b>Customer Contact (for notices)</b> Name: Steve Bordelon Title: Director, ISS Street Address: 301 S Olive Ave City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA Telephone: 561-355-2394 Email: sbordelo@co.palm-beach.fl.us	<b>AT&amp;T Contact (for notices)</b> Street Address: City: State/Province: Zip Code: Country:  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 Master Agreement ("Master 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, and dated \_\_\_\_\_ and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Catalogs, Service Guides and other documents identified in this Master Agreement.

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PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

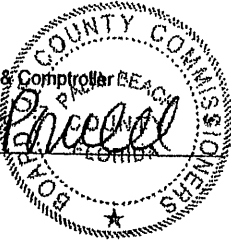
BOARD OF COUNTY COMMISSIONERS

By: John F. Koons  
John F. Koons, Chairman

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: Mary B. Bock  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

Paul F. [Signature]  
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Steve Bordon  
Director, Information Systems Services

CONTRACTOR

By: AT&T (Corporate Name)

a Delaware corporation  
(insert state of corporation)

By: Jerald Armstrong  
(signatory)

Jerald Armstrong on behalf of S. Markiewicz  
(print signatory's name)

\_\_\_\_\_  
(print title)

05-28, 2009  
(date of execution)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(witness name printed)

\_\_\_\_\_  
(witness signature)

\_\_\_\_\_  
(witness name printed)

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## 1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs, Guidebooks and Catalogs.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" or "Catalogs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs, Guidebooks and Catalogs may be found at [att.sbc.com/search/tariffs.jsp](http://att.sbc.com/search/tariffs.jsp), [serviceguide.att.com/ABS/ext/index.cfm](http://serviceguide.att.com/ABS/ext/index.cfm), [cpr.bellsouth.com/index2.html](http://cpr.bellsouth.com/index2.html) or other locations AT&T may designate. Tariffs, Guidebooks and Catalogs applicable must be identified by a document or title name.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at [att.com/aup](http://att.com/aup), or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff, Guidebook or Catalog may be contained in a Service Guide, which may be found at [new.serviceguide.att.com](http://new.serviceguide.att.com), or other locations AT&T may designate.
- (e) **Statement of Work.** A mutually agreed document setting forth the performance required for a given project.

1.2 **Priority of Documents.** The order of priority (descending) of the documents that form this Agreement is: Statement of Work, Equipment Order List or other attachment to the Pricing Schedule; Pricing Schedule; Tariffs, Guidebooks and Catalogs; this Master Agreement; the AUP; and Service Guides.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Catalogs, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

## 2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

## 3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the



Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

**3.2 Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

**3.3 Users.** "User" means anyone employed by or affiliated with the customer who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

**3.4 Internet Services.** If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

**3.5 Resale of Services.** Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

#### **4. PRICING AND BILLING**

**4.1 Pricing and Pricing Schedule Term Extension.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No discount, promotion, credit or waiver set forth in a Service Publication will apply unless specifically referenced in a Pricing Schedule. Except to the extent prohibited by applicable law or regulation, or unless a Pricing Schedule states otherwise, upon expiration of a Pricing Schedule Term, the Pricing Schedule (and all applicable terms and conditions) shall automatically extend for successive terms equal to the original Pricing Schedule Term (an "Extension Term"), unless notice is given not to extend a Pricing Schedule by either party not earlier than 180 days nor later than 60 days before the scheduled expiration of the applicable term, unless more notice is required by applicable law or regulation. The prices listed in the Pricing Schedule in effect immediately prior to the beginning of the Extension Term shall continue in effect throughout the Extension Term, and any MARC commitment in effect immediately prior to the Extension Term shall continue in effect throughout the Extension Term. Customer shall not be entitled to any one-time or up-front discount, promotion, credit, or waiver set forth in an original Pricing Schedule during an Extension Term. AT&T may modify prices that will be charged during an upcoming Extension Term by giving Customer notice not less than 120 days before the scheduled expiration of the then-current term; otherwise, prices will not change during any Extension Term unless allowed elsewhere in this Agreement. If Customer gives notice not to extend a Pricing Schedule as prescribed herein, Customer will have the option to either (a) cease using the Service, or (b) continue using the Service on a month-to-month basis until terminated by either party on 30 days' notice. During the month-to-month extension period, the prices in the Pricing Schedule will automatically be increased to the then-current monthly extension rates (if any) specified in the applicable Service Publication or Pricing Schedule. During the month-to-month extension period, AT&T may modify rates, terms and conditions on 30 days' notice to Customer.

**4.2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use, or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

**4.3 Billing.** Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes), setoff (except as provided in Section 4.5 - Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

**4.4 Payments.** Payments shall be made in accordance with the Local Government Prompt Pay Act, Florida Statute 218.70, *et seq.*

**4.5 Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls

R2009 1055

of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. **CONFIDENTIAL INFORMATION**

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals. AT&T acknowledges that Palm Beach County's ability to comply with the provisions of this paragraph is regulated and constrained by the requirements of Florida's Public Records Act, Florida Statute Chapter 119.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to monitor Customer's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent compelled to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is compelled by such legal process and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law or legal process).

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

6.1 **Disclaimer of Warranties.** Except as specified in a Statement of Work AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY

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Page 5 of 10

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ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED (INCLUDING CALLS TO 911), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

**6.2 Limitation of Liability.**

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, the liquidated damages amount shown on the applicable Statement of Work or an amount equivalent to the proportionate charge to customer for the period of service during which such mistake, omission, interruption, delay, error or defect in the services occurs and continues. In no event shall any other liability attach to AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
- (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
  - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
  - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
  - (iv) DAMAGES ARISING FROM AT&T'S Gross Negligence OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

**6.3 Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S Gross Negligence OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH, applications, equipment, services CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT or the applicable statement of work) FAILURE TO CORRECTLY ROUTE OR COMPLETE CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

**6.4 Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

**7. THIRD PARTY CLAIMS**

**7.1 AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement. AT&T agrees at its expense to defend or settle any third party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages relating to bodily injury, including death, or to loss of or damage to tangible property (without limitation or reference to Article 6, above) that a court may finally award against such parties to the extent the claim arises from the negligent or intentionally wrongful acts, errors, or omissions of AT&T.

**7.2 Customer's Obligations.** Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

**7.3 Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service, so that the Service becomes non-infringing.

**7.4 Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

## **8. SUSPENSION AND TERMINATION**

**8.1 Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

**8.2 Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer (i) commits a fraud upon AT&T, (ii) utilizes the Service to commit a fraud upon another party, (iii) unlawfully uses the Service, (iv) abuses or misuses AT&T's network or Service, or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).
- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend (and later terminate) or terminate the Service. If Services are provided over or access the Internet, AT&T may act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T services or the Internet; or (iii) that continuation of the Services otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, 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.

8.4 **Effect of Termination.**

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach) or 8.2(c) (Materially Adverse Change), AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services) or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) If termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component and (ii) the upgrade is not restricted in the applicable Service Publication.

8.6 **Appropriations; Funding.**

By executing a Pricing Schedule, Customer warrants that Customer has funds appropriated and available to pay all amounts due thereunder through the end of Customer's 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 Pricing Schedule Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under a Pricing Schedule, Customer may terminate the Pricing Schedule without liability for the termination charges set forth in Section 8.5(b) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (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 with AT&T to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate a Pricing Schedule under this Section. Termination of a Pricing Schedule for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates a Pricing Schedule under this Section, 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 Pricing Schedule Term.

9. **IMPORT/EXPORT CONTROL**

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

**10. MISCELLANEOUS PROVISIONS**

**10.1 Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

**10.2 Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

**10.3 Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

**10.4 Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

**10.5 Assignment and Subcontracting.**

(a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

(b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

(c) Any assignment other than as permitted by this Section 10.5 is void.

**10.6 Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

**10.7 Injunctive Relief.** Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

**10.8 Legal Action.** Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

**10.9 Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

**10.10 Governing Law.** This Agreement will be governed by the law of the State of Florida, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply. Any legal proceeding shall be in a state or federal court of competent jurisdiction located in or having jurisdiction for Palm Beach County, Florida.

**10.11 Compliance with Laws.** Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

**10.12 No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

**10.13 Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability) and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 **Agreement Language.** The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

#### 11. DEFINITIONS

The following terms have the meanings set forth below:

**"Affiliate"** of a party means any entity that controls, is controlled by, or is under common control with, such party.

**"Damages"** means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

**"Effective Date"** means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

**"MARC-Eligible Charges"** means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

**"Minimum Payment Period"** means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

**"Service Component"** means an individual component of a Service provided under this Agreement.

**"Site"** means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.