

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 7, 2020 Consent Regular
 Public Hearing Workshop

Department: Information Systems Services
Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

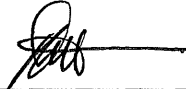
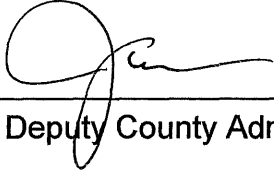
- A) **approve** the AT&T Emergency Services IP Network Pricing Schedule as an attachment to the existing AT&T Master Agreement R2009-1055; and
- B) **authorize** the County Administrator or designee to execute future AT&T Pricing Schedules in order to maintain current rates on existing services, as needed.

Summary: The Emergency Services IP Network is an emergency (911) call routing solution designed for use in the nationwide transition and adoption of Next Generation 911 (NG 911) technology. Palm Beach County currently utilizes this technology and approval of the pricing schedule will set pricing at current rates for a period of 60 months. This pricing schedule does not obligate the County to any particular level of expenditure, but will establish a procurement vehicle to obtain services at a set rate as needed. Countywide (DB)

Background and Justification: The Board of County Commissioners approved the AT&T Master Agreement R2009-1055 on June 30, 2009. The AT&T Emergency Services IP Network Pricing Schedule will set pricing at current rates for a period of 60 months and will be appended to the Master Agreement.

Attachments:

- 1. AT&T Emergency Services IP Network Pricing Schedule (3 originals)
- 2. Copy of AT&T Master Agreement R2009-1055 dated June 30, 2009

Recommended by:	 <hr style="border: 0; border-top: 1px solid black;"/> Department Director	3/9/2020 <hr style="border: 0; border-top: 1px solid black;"/> Date
Approved by:	 <hr style="border: 0; border-top: 1px solid black;"/> Deputy County Administrator	3/18/2020 <hr style="border: 0; border-top: 1px solid black;"/> Date



**AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE**

AT&T MA Reference No. 133405UA

Please sign by 6/10/2020

Customer	AT&T
Palm Beach County Street Address: 301 N Olive Ave City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA	AT&T Corp
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Archie Satchell Title: Chief Information Officer, ISS Street Address: 301 N Olive Ave City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA Telephone: 561-355-3275 Email: asatchel@pbcgov.org	Name: Lizmary Whyte Street Address: 321 Se 2Nd St City: Delray Beach State/Province: FL Zip Code: 33483 Country: USA Telephone: 5615683964 Email: lw8703@att.com Sales/Branch Manager: Espe Diaz-Bello SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: SE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and includes Attachment A Service Order.

This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Pricing Schedule null and void, except for changes expressly authorized by the terms of this Pricing Schedule.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Debra Ann Szabo</i>
Name:	Name: <i>Debra Ann Szabo</i>
Title:	Title: <i>Sr. Solutions Architect</i>
Date:	Date: <i>2/25/2020</i>

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ATTEST:
Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By:  _____
Archie Satchell, CIO, ISS

AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Emergency Service IP Network ™	See Exhibit A

AT&T ESInet™ will become generally available when the Service Guide is published and available at <http://new.serviceguide.att.com> or such other AT&T-designated location. Upon publication, such service description and other terms shall supersede the provisions of the Interim Service Guide, attached to this Pricing Schedule as Exhibit A.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months (this Pricing Schedule will continue to apply through the applicable Minimum Payment Period associated with each Service Component)
Automatic Term Extension of Pricing Schedule	Where permitted by applicable law, successive 12 month periods, unless either party terminates the Automatic Term Extension via written notice to the other party given at least sixty (60) days prior to the expiration date of Initial Term or then-current Automatic Term Extension. Where permitted by law, each party waives any right to receive notice prior to any such automatic extension.
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule.
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule.

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Legacy Connections	100%	36 months
ESInet Network Connection	100%	36 months
ESInet Call Routing	100%	36 months
Local Access Connections	100%	60 months
Other Charges	100%	36 months

4. NOTICE OF WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days

5. PRICING

5.1. Addition of Components to Customer's Schedule of Charges.

Discounts are applied at the Sub-Discount Category Level as specified below - No other discounts apply.

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**AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE**

5.1.1 AT&T ESInet™ Sub-Discount Category – Legacy Connections

AT&T ESInet™ Sub-Discount Category – Legacy Connections	DISCOUNT: 25%
Service Component	Undiscounted Monthly Recurring Charge
Legacy Connection	\$22.00

5.1.2 AT&T ESInet™ Sub-Discount Category – ESInet Network Connections

AT&T ESInet™ Sub-Discount Category – ESInet Network Connections	DISCOUNT: 25%
Service Component	Undiscounted Monthly Recurring Charge
Mngd 10MB Primary PSAP/Host Connection	\$1,805.00
Mngd 50MB Primary PSAP/Host Connection	\$2,140.00
Mngd 10MB Secondary PSAP/Host Connection	\$720.00
Mngd 50MB Secondary PSAP/Host Connection	\$1,050.00

5.1.3 AT&T ESInet™ Sub-Discount Category – ESInet Call Routing Service

AT&T ESInet™ Sub-Discount Category – ESInet 9-1-1 Call Routing	
Population Size / Undiscounted Monthly Recurring Charge*	DISCOUNT:
1M-2,999,999 Population / MRC = \$200.00	66.84%
* Monthly Charge is rounded up to the nearest 1,000 in population	

5.1.4 AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections

AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections	No Discounts applicable to below rates
Service Component	Monthly Recurring Charge
20 S Military Trail, West Palm Beach, FL	\$ 805.14
RCC Orlando – 4300 S John Young Parkway, Orlando ,FL	\$ 805.14
PBSO - Palm Beach Sheriff's Office, 3228 Gun Club Rd, West Palm Beach, FL	\$ 500.55
Belle Glade - 38811 James Wheeler Way, Belle Glade, FL	\$ 600.55
Special Construction Charge, if applicable, may apply under a separate contract.	

**AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE**

5.1.5 AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections

AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections	No Discounts applicable to below rates
Service Component	Monthly Recurring Charge
20 S Military Trail, West Palm Beach, FL	\$ 805.14
RCC Orlando – 4300 S John Young Parkway, Orlando, FL	\$ 805.14
PBSO Palm Beach Sheriff's Office, 3228 Gun Club Rd, West Palm Beach, FL	\$ 500.55
Belle Glade 38811 James Wheeler Way, Belle Glade, FL	\$ 600.55
Special Construction Charge, if applicable, may apply under a separate contract.	

5.1.6 AT&T ESInet™ Sub-Discount Category – Professional Services

AT&T ESInet™ Sub-Discount Category – Professional Services	DISCOUNT: 0%	
Service Component	Undiscounted Monthly Recurring Charge	Undiscounted Non Recurring Charge*
Prof Svcs - Additnl Install & Materials	n/a	\$500.00
Professional Svcs - Custom Reports	\$100.00	\$500.00
Professional Svcs - GIS Services	n/a	\$500.00
*Non-Recurring Charge is billed in \$500 per hour increments		

5.1.7 AT&T ESInet™ Sub-Discount Category – Other Charges or Credits

AT&T ESInet™ Sub-Discount Category – Other Charges	No Discounts applicable to below rates
	Monthly Recurring Charge
Secondary or Backup PSAP Charge	\$1,360

6. Initial Order

This Pricing Schedule is Customer's order for new Services and/or Service Components – See Attachment A.

Customer may request additional, or changes to, Services and/or Service Components by submitting a subsequent signed Service Order – see Attachment B.

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**AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE**

ATTACHMENT A – AT&T ESInet™ INITIAL SERVICE ORDER

This Initial Service Order by and between AT&T Corp ("AT&T") and Palm Beach County ("Customer") represents Customer's order for Service Components as specified below.

NOW, THEREFORE, in accordance with the mutually agreed upon change control process, AT&T and Customer hereby agree to amend the Pricing Schedule as follows:

1. **Initial Order:** Add Service Components as set forth below.
2. The Minimum Payment Period in the Pricing Schedule applies to all Service Components.
3. **Order Rates and Charges:** The Rates and Charges in the AT&T ESInet™ Pricing Schedule apply to all Service Components ordered under this Initial Service Order. . The quantities listed below must include all Service Components, including quantities ordered under this Initial Service Order. The parties understand that any changes requested are cumulative to the original Service Order.

PSAP INFORMATION	
PSAP / Host Information	PSAP / Host Contact
Legal Name:	Name:
Street Address:	Title:
City: State: FL Zip:	Tel #:
PSAP Population Served	Email:
Total Customer Population Contracted	

AT&T CONTACT INFORMATION	
AT&T Sales Contact - Primary Contact	AT&T Contact - Additional Contact
Name: Lizmary Whyte	Name:
Title: Solutions Account Executive	Title:
Tel #: 561-568-3964	Tel #:
Email: lw8703@att.com	Email:

**AT&T ESInet™
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LEGACY CONNECTIONS (Connection between the OSP demarc and AT&T ESInet demarc)		
DESCRIPTION	QUANTITY	Monthly Recurring Charge
Legacy Connection (Per DS0 Port)	336	\$5,544.00
ESInet NETWORK CONNECTIONS – PRIMARY CONNECTION (Connection from the Core Call Processing Node to the Customer demarc)		
DESCRIPTION	QUANTITY	
Managed 10MB Primary PSAP/Host Connection	2	\$2,707.50
Managed 50MB Primary PSAP/Host Connection	2	\$3,210.00
ESInet NETWORK CONNECTIONS – SECONDARY CONNECTION (Redundant Connection from the Core Call Processing Node to the Customer Demarc)		
DESCRIPTION	QUANTITY	
Managed 10MB Secondary PSAP/Host Connection	2	\$1,080.00
Managed 50MB Secondary PSAP/Host Connection	2	\$1,575.00
LOCAL ACCESS PRIMARY CONNECTION		
LOCATION	QUANTITY	
20 S Military Trail, West Palm Beach, FL	1	\$ 805.14
RCC Orlando – 4300 S John Young Parkway, Orlando ,FL	1	\$ 805.14
PBSO Palm Beach Sheriff's Office, 3228 Gun Club Rd, West Palm Beach, FL	1	\$ 500.55
Belle Glade 38811 James Wheeler Way, Belle Glade, FL	1	\$ 600.55
LOCAL ACCESS SECONDARY CONNECTION*		
LOCATION	QUANTITY	
20 S Military Trail, West Palm Beach, FL	1	\$ 805.14
RCC Orlando – 4300 S John Young Parkway, Orlando ,FL	1	\$ 805.14
PBSO Palm Beach Sheriff's Office, 3228 Gun Club Rd, West Palm Beach, FL	1	\$ 500.55
Belle Glade 38811 James Wheeler Way, Belle Glade, FL	1	\$ 600.55
*Special Construction Charge, if applicable, may apply under a separate contract.		
9-1-1 CALL ROUTING PLATFORM (9-1-1 Call Routing charges are based on the Total Customer Population contracted. The Monthly Charge is rounded up to the nearest 1,000 population)		
Population Size / Monthly Recurring Charge	1M-2,999,999 Population	\$ 94,376.19
TOTAL MONTHLY RECURRING CHARGES		\$113,915.45

**AT&T ESInet™
(Emergency Services IP Network)
PRICING SCHEDULE**

EXHIBIT A

AT&T Emergency Service IP Network™ (AT&T ESInet™)

The Service is an emergency (9-1-1) call routing solution designed for use in the nationwide transition and adoption of Next Generation 9-1-1 (NG 9-1-1) technology. The AT&T Emergency Service IP Network™ (AT&T ESInet™) Service Guide consists of the following parts:

- Service Description (SD)
- Service Level Agreement (SLA)

In addition, General Provisions apply.

Service Description (SD)

1. Geographic Availability

The Service is available within most of the continental United States of America to State, County, Regional 9-1-1 authority or other government entity responsible for providing 91-1 service. AT&T will expand the availability of the Service as resources and contractual commitments allow. The Service is not available to federal agencies, the military or entities that design their own emergency response systems.

2. General Description

The Service is a resilient call routing service utilizing AT&T's nationwide IP network and 9-1-1 services to route and deliver 9-1-1 calls from any Originating Service Provider (OSP) to a designated Public Safety Answering Point (PSAP). The originating call received from AT&T's wireline or mobility networks and from OSPs' networks is routed through AT&T's network to IP-based 9-1-1 application systems that identify the PSAP to which the call should be delivered. The call is then routed over a fully redundant AVPN network to the Network Terminating Equipment (NTE) located at the appropriate PSAP. The Service is designed to handle call routing and delivery of IP-based 9-1-1 voice calls and data. In addition to supporting VoIP calls from mobility and land lines, the Service also supports SMS to 9-1-1 text messaging, location-based services such as Automatic Location Identification (ALI) and Automatic Number Identification (ANI) over a managed IP network.

The Service is designed to support the applicable functional elements to the National Emergency Number Association (NENA) i3 Standards, NENA Technical Standard 08-003. The Service supports call delivery to both IP-enabled NENA i3 PSAP CPE hosts as well as legacy PSAP CPE hosts that are not yet IP - capable.

The Service includes management of incoming 9-1-1 calls from Originating Service Provider (OSP) networks. Collectively, these capabilities are referred to as the "Service".

3. Connections to AT&T ESInet™ Service

3.1. Originating Service Providers (OSP)

The Service provides two Points of Interface (POIs) to enable each Originating Service Provider (OSP) to deliver their originating 9-1-1 calls to the Service ingress in a TDM format. The Service supports protocol conversion between TDM and IP at the Legacy Network Gateway (LNG).

The Customer is responsible for providing a complete list of their Originating Service Providers (OSP), including Mobile Position Center (MPC) and Voice Positioning Center (VPC) service providers upon contract execution. In addition, Customer shall cooperate with AT&T in notifying the applicable OSP, MPC and VPC of the network changes and in preparing any other documents necessary to implement the network changes. Failure to provide a complete list may result in delays in network notifications going to the OSPs, MPC and VPC. These delays may result in a postponement of the Service Activation Commitment Date.

The Customer shall cooperate with AT&T to ensure that all OSPs connect to the AT&T ESInet POIs at a time designated jointly by AT&T and the Customer. When requested, Customer shall grant AT&T documented authority (e.g., a Letter of Authorization or other similar documentation) in order to act on PSAP's behalf in, among other things: notifying affected OSPs that AT&T is the new provider of emergency call routing services to PSAPs; designating the AT&T ESInet POIs as the PSAP's point of delivery of 9-1-1 traffic; notifying OSPs as to any new requirements for the OSPs' delivery of 9-1-1 traffic to the AT&T ESInet POIs, including trunking requirements; and notifying affected OSPs of the terms and conditions pertaining to their delivery of 9-1-1 traffic to the AT&T ESInet POIs. When necessary, PSAP shall cooperate in taking such actions as may be necessary to coerce uncooperative OSPs to begin delivering 9-1-1 traffic to the AT&T ESInet POIs, including bringing complaints or other similar proceedings to the state's regulatory authorities and/or courts of competent jurisdiction.

Customer acknowledges that the migration of OSPs to the AT&T ESInet POIs will be a gradual process and that during this process some OSPs will continue to deliver their 91-1 traffic to Customer's former provider of emergency call routing services. Customer agrees to maintain and pay for its existing emergency

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call routing services with its current service provider, including, but not limited to, selective routers and emergency traffic trunking arrangements, until such time as AT&T informs Customer that such arrangements are no longer necessary and may be discontinued.

3.2. Legacy Connection

The legacy connection is the point where the OSP TDM trunk terminates on the AT&T ESInet i.e. a point of interface (POI or demarcation) from the OSP and if applicable, the Legacy Selective Router to the AT&T ESInet.

3.3. ESInet Network Connection

The Service offers PSAP Customers primary and secondary connections to the ESInet. AT&T recommends secondary connections for redundancy to each PSAP or Host. If Customer orders a primary and secondary connection AT&T will provide AT&T VPN port POP diversity, where available. One Local Access Connection is required for each AT&T ESInet network connection.

(See access diversity and special construction as specified in the Local Access Connections section of this Service Description).

Each PSAP Customer ESInet network connection includes the following components: (i) MPLS port used to communicate with the core call processing node; (ii) Network Termination Equipment (NTE); (iii) installation, including basic inside wiring; and (iv) NTE maintenance and ongoing management.

3.4. Local Access Connections

The Service requires a Local Access Connection (LAC) for each ESInet network connection. The LACs provide the local loop to connect the ESInet network connection NTE to the AT&T MPLS port. Local Access with route diversity can be provided via diverse serving wire centers, where available, between the primary and secondary connections. In addition, layer 2 ethernet access POP diversity can be provided, where available, for the LAC and the primary and secondary connections.

4. 9-1-1 Call Routing Functions and Charges; Customer's Served Population

The Service provides routing functions to process inbound emergency calls from the source location to a Valid Destination. "Valid Destination" means correct primary or alternative PSAP, PSTN, or tone/treatment. The Service performs routing which utilizes legacy tabular ALI records or PSAP provided geo-spatial records.

Customer is responsible for a monthly recurring charge (MRC) for call routing services as set forth in Customer's Pricing Schedule. These MRCs are based upon the population served by Customer PSAP(s).

For billing purposes, the population used for ESInet call routing charges will be the population served by the Customer in Customer's designated PSAP boundaries obtained from the most current information available from the U.S. Census Bureau upon Service Order Acceptance rounded up to the nearest 1,000 in population. Each year, AT&T may at its option, adjust the billed population based on updated U.S Census data. In instances where the U.S Census Bureau does not provide for the appropriate population served by a given Customer an alternative source will be selected.

4.1. Automatic Location Identification (ALI)

If AT&T administers the ALI database, the Service will include conversion from legacy ALI to the AT&T ESInet™ ALI services. If AT&T does not administer the ALI database (Foreign ALI), the Service will support the following functions:

- update file from the legacy Selective Router Database (SRDB),
- accept Function of Code Routing (FOCR) feed, and
- support legacy ALI query bid functionality.

Additional cost may apply for connections to Foreign ALI databases.

Customer is responsible for the maintenance, validation and accuracy of the ALI.LDB GIS/MSAG data and any Foreign ALI service provider charges.

4.2. Call Transfer/Bridging

The Service supports 9-1-1 call delivery as well as advanced calling features such as conference bridging and call transfers. The Service does not support the initiation of outbound calls. The initial call handler and subsequent call handlers may bridge one or more participants to the call. The Service also supports the ability for a call taker to manually transfer a call. For PSAP to PSAP transfers between entities that are utilizing AT&T ESInet™, the transfer will include location information provided the destination is an i3 PSAP. The Service also allows transfers off of the AT&T ESInet service utilizing Voice over Internet Protocol (VoIP) technology to any Public Switched Telephone Network (PSTN) telephone number, however, ANI will not be provided for such offnet transfers.

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If customer requires, the Service will enable 9-1-1 call transfers to neighboring PSAPs not on the ESInet but served by a foreign legacy selective router. If available, these call transfers will include ANI data passed to the PSAPs call handling CPE.

4.3. Text to 9-1-1 Routing

Where Text to 9-1-1 is available, the Service enables PSAPs to receive emergency requests via SMS text messages by connectivity from the Text Control Center (TCC) to the PSAP through AT&T ESInet. The Service's designated TCC may receive messages originated from other TCCs. The Service supports text routing and delivery to a PSAP TTY device and IP enabled PSAP call handling CPE. The Service does not support delivery of text message to a PSAP web browser.

The Service provides Text to 9-1-1 routing functions to process inbound SMS emergency requests from the TCC to a Valid Destination and can use policy routing rules as defined by the PSAP including alternate routing and overflow calls.

The Service utilizes private MPLS connectivity and Class of Service (CoS) packet prioritization to promote optimal delivery of text and voice calls. Once received by the Service, text and voice delivery to the PSAP does not traverse the public internet.

The Customer is responsible for request for service (RFS) from wireless carriers, all text to 9-1-1 compatible call handling equipment, associated software licenses and maintenance support of PSAP CPE used to support text to 9-1-1. Additional TCC charges may apply through the Customer's agreement with the TCC service provider. The customer is also responsible for obtaining necessary jurisdictional agreements required for definition and implementation of Text to 9-1-1 policy routing rules.

5. Equipment

5.1. Network Termination Equipment

The AT&T ESInet™ Network Termination Equipment is shipped to customer and installed at each contracted PSAP or host location. Customer is responsible for the storage of the equipment. The equipment includes a cabinet with a router; a switch; and other network edge elements for connections, to either a TDM- or IP- enabled PSAP or host. Customer is responsible for ensuring that suitable space, power, ground, and environmental controls are available for the NTE.

5.1.1. Network Termination Equipment Installation

- Inside wire extensions related to the installation of the NTE include the following:
 - AT&T will provide and install/ test two (2) 4-pair plenum rated, unshielded twisted pair (UTP) CAT5e cables - up to two hundred (200) feet
 - AT&T will install up to two (2) 2-port surface mount block with RJ-45 snap-in jacks (or similar configuration) and four (4) 10ft non-plenum rated CAT5e patch cords.
- Installation and basic inside wiring limitations:
 - Ceiling can be no more than 10 feet in height in any areas, are open and free of insulation or other obstructions, has easily accessible drop-in panels or is solid with easy access crawl space.
 - Walls are open to run cable through, are free of insulation or other obstructions, and are easily fishable.
 - All existing conduits/inner ducts that are to be used are free and clear with pull strings, adequate pull boxes, and sufficient capacity for installations are required. All conduits/inner ducts must be owned by the customer.
 - Special equipment is not required (e.g. scissors lifts, extension ladder, hammer drill, concrete saw, jackhammer, etc.).
 - Sufficient space in the computer room, telephone closet, equipment room, or electrical room to install cables.
 - No work shall be done in any area that has been certified or suspected as being an asbestos hazard.
- Exclusions:

The following are not included with the inside wire extensions and may be addressed in the Change Control Process for an additional charge: ○ Removal and/or replacement of interlocking ceiling tiles. ○ Core drilling, conduit/inner duct material and placement or sleeve placement. ○ Installation of backboards. ○ Signal repeaters/extenders and media converters. ○ Patch panels. ○ Any wire racks, J-hooks or any other form of formal wire management.

○ All copper extensions exceeding two hundred (200) feet. ○ All fiber/optical/coax extensions.

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- Wire molding.
- Power/communication poles.

5.1.2. NTE maintenance and ongoing management

The Service includes maintenance support and ongoing management of the Network Terminating Equipment at the Customer premise.

5.2. PSAP Abandonment Device (PAD)

The Service also includes a PSAP abandonment function if desired which enables 9-1-1 calls to be re-routed to a pre-provisioned alternate destination if a PSAP is unable to receive and answer calls. The Service includes one PSAP Abandonment Device at each PSAP or host location where AT&T ESInet equipment and connections are provided. PAD installation at remote locations from a host are not supported.

In cases where the Customer PSAP does not have a PAD, AT&T will perform the abandonment function based on PSAP's request to the AT&T 9-1-1 Resolution Center.

6. PSAP Deployment Configurations

The Service demarcation point is at the Network Terminating Equipment at each call handling host location. The PSAP CPE may include IP routers, ethernet network switches and optional legacy PSAP gateways for non-IP enabled PSAPs. The Customer is responsible for the call handling equipment (PSAP CPE) and LAN/WAN network connectivity between the call handling host and the NTE. Customer is responsible for compatibility of PSAP CPE connected to AT&T ESInet and all associated licenses, maintenance, upgrades and support issues arising out of or related to such PSAP CPE.

The PSAP can choose from one of the following deployment configurations:

Legacy PSAP

Supports non-IP enabled PSAPs that require the use of Centralized Automated Message Accounting (CAMA) signaling for the PSAP CPE.

Locally Hosted IP PSAP

Supports locally hosted PSAP IP call handling controller utilizing either NENA i3 or ATIS RFAI protocols.

Host/Remote

Supports PSAP customers that utilize a centrally hosted call handling controller to provide call delivery to multiple PSAPs e.g., multi-node deployments.

7. Monitoring

The Service shall be managed and monitored 7x24x365 to detect anomalies and disruptions in connectivity for call delivery.

8. Reports

The Service provides standard call metric reports with data on calls received by the PSAP upon request. The standard call metric reports are listed below.

- Event counts per hour
- Event counts by routing reason and destination
- Event counts by type
- Event counts by incoming trunk group
- Bridge call summary
- Routing database processing
- Event setup time

9. Professional Services

The Service includes installations work as specified in the PSAP Deployment Configurations section, the ESInet Network Connections section and the NTE Installation section of this Service Guide. If during the site survey, it is determined that additional installation is required, then additional installation and material charges will apply as detailed in a separate Statement of Work (SOW) utilizing the AT&T change control process. For example, additional installation and materials, (e.g.: extra wiring or creating a suitable environment for the NTE and/or PAD) may be needed to maintain a proper ESInet Network Connection. At the Customer's request, installation and/or non- service affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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10. Service Components: Billing and Pricing

10.1. Legacy Connections

The legacy connection is billed at a rate per DS0 port on a monthly basis at the rates set forth in Customer's Pricing Schedule. Legacy E9-1-1 charges may continue to apply during and after the transition to AT&T ESInet as per applicable tariffs or Customer agreement with Customer's legacy E9-1-1 provider. Such charges are Customer's responsibility and not that of AT&T.

10.2. ESInet Network Connections

The ESInet Network Connections are determined based on the Customer's requirements for port speed and on the number of concurrent calls into each PSAP or host location or host as set forth in the table below. AT&T will bill Customer for the applicable ESInet Network connections at the prices set forth in Customer's Pricing Schedule.

ESInet Network Connections	
AVPN Port Speed	Maximum Number of Concurrent Calls
T1 / 1.5 Mbps	15
3 Mbps	30
6 Mbps	60
10 Mbps	100
20 Mbps	200
50 Mbps	500
100 Mbps	1000

10.3. ESInet 9-1-1 Call Routing

The Service will support 9-1-1 call routing as described in S.D. 1.2 (9-1-1 Call Routing Functions) of this Service Guide. ALI charges are included in the ESInet 9-1-1 Call Routing population tiers as set forth in Customer's Pricing Schedule.

10.4. Local Access Connections

The Customer is responsible for the monthly recurring fees for both the primary and secondary local access connections. Charges for the Local Access Connections will be billed at the rate set forth in Customer's Pricing Schedule. In addition, the Customer will be responsible for any Special Construction charges, if applicable, (as detailed in the General Provisions) that may be required in order to support Local Access Diversity. Special Construction charges will be billed at the rates agreed upon by Customer and AT&T.

10.5. Professional Services

Professional Services that are purchased in connection with the Service will be detailed in a separate Statement of Work (SOW).

10.6. Other Charges

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10.6.1. Secondary or Backup PSAPs (Optional Feature)

The Service provides for an optional secondary or backup PSAP as may be requested by Customer.

Secondary PSAP

As an optional service, the Service will support secondary PSAPs in the jurisdiction of the primary PSAP. A secondary PSAP will only receive calls transferred from a primary PSAP. Primary ESInet Network connection is required and Secondary ESInet Network Connections is recommended at the Secondary PSAP. No additional ESInet 9-1-1 Call routing charges apply to Secondary PSAPs.

Backup PSAP

As an optional service, the Service will support back up PSAPs in the service area of the primary PSAP, such as an Emergency Operations Center (EOC). Backup PSAPs will only receive calls during periods when a Primary PSAP has been abandoned, or otherwise rendered incapable of receiving calls. Primary ESInet Network Connection is required and Secondary ESInet Network Connections is recommended at the Back up PSAP. No additional ESInet 9-1-1 Call Routing charges apply to Backup PSAPs.

Charges for Secondary PSAPs and Backup PSAPs will be billed at the rates set forth in Customer's Pricing Schedule.

11. Service Activation and Billing

- Service Activation Committed Date

AT&T will establish a Service Activation Committed Date after receipt of a Service Order. The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed service component will be made available to customer.

- Service Activation Date and Service Activation

The Service Activation Date for the Service and/or Service Component occurs when AT&T provides notice that the Service transition is complete and the Service and /or Service Component is available for use by the PSAP or Host location. Service Activation is deemed to have occurred regardless of the readiness of the Customer Premise or the provision status of other Customer components.

Customer has 30 days from AT&T's notice of Service Activation to provide written notice of any issues with the Service. Upon completion of such corrective actions AT&T shall provide a new notice of Service Activation, and the Customer will have 30 days from receipt of the new Service Activation Date to provide AT&T written notice on any remaining issues with the Service.

If Customer does not provide written notice of an issue by the end of 30 days, then it shall be deemed that Customer accepted the Service.

- Billing

AT&T ESInet Service charges are applicable upon Service Activation of the Service.

If AT&T is unable to install or otherwise complete the Service Activation due to a delay caused by Customer (including the Customer or Customer Site not being ready), AT&T may begin billing for the Service and/or Service Component.

12. Order Cancellation

The Minimum Payment Period (MPP) for each service component provided by AT&T ESInet is noted in the Pricing Schedule. The Minimum Payment Period will start upon Service Activation. If the Customer terminates Service or a service component at a Site prior to the completion of a Minimum Payment Period, Customer shall pay Termination Charges for services equal to one-hundred percent (100%) of the monthly recurring charges for the months remaining in the MPP per service component.

For local access and special construction, an equitable adjustment in the contract price shall be made to AT&T for completed service, including amounts that are due to any Local Access provider(s), but no amount shall be allowed for anticipated profit on unperformed services.

13. Policies and Procedures

Customer shall be responsible for complying with the policies and procedures for the use of AT&T ESInet that AT&T may issue from time to time. Any policies and procedures issued by AT&T shall not take precedence over the terms of Customer's agreement, Customer's Pricing Schedule or this Service Guide. Such policies and procedures will address, among other things, ordering procedures, customer service issues and maintenance windows

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14. Glossary

Glossary	
Term/Acronym	Description/Definition
9-1-1	A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.
Aggregation Sites	A regional AT&T Central Office location that houses the Legacy Network Gateway (LNG) which delivers IP traffic to a Core Processing Node, and has the ability to convert legacy TDM traffic to IP traffic.
Automatic Location Identification (ALI)	The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
Automatic Number Identification (ANI)	Telephone number associated with the access line from which a 9-1-1 call originates.
AT&T Virtual Private Network (AVPN)	An encrypted tunnel between a pair of network components that provides secure communications across a public network like the Internet.

Glossary	
Term/Acronym	Description/Definition
Border Control Function (BCF)	Provides session border control and firewall functionality in accordance with the NENA 08-003 specification. The BCF inspects, modifies and controls Session Initiation Protocol (SIP) signaling and associated media where the ESnet and agency interconnect and where the ESnet connects with service provider networks. The BCF mitigates security threats, resolves interoperability problems and ensures reliable SIP-based communications.

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Call Bridging	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added
Call Routing	The capability to selectively route the 9-1-1 call to the appropriate PSAP.
Call Transfer	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.
Centralized Automatic Message Accounting (CAMA)	An automatic message accounting system that records data regarding user-dialed calls and serves more than one switch from a central location.
Central Office (CO)	A telephone company building in which telephone equipment is installed and where the outside cable plant connects to the Central Office switches. The location where telephones are switched in the local loop. Also called a local office or end office. A Local Exchange Company (LEC) location from which it furnishes telecommunications services.
Class of Service (CoS)	A parameter used in data and voice protocols to differentiate the types of payloads contained in the packet being transmitted. The objective of such differentiation is generally associated with assigning priorities to the data payload or access levels to the telephone call.

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Term/Acronym	Description/Definition
Core Call Processing Node	A common computing infrastructure that enables centralized IP call routing services and application control and management for the overall AT&T ESInet™ solution infrastructure
Customer	NG 9-1-1 Customer" means a municipality or other state or local government unit, or an authorized agent of one (1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number (9-1-1) and which have purchased AT&T ESInet™ Service, NG 9-1-1 Customers may consist of one PSAP or several PSAPs, in which case, such PSAPs are "affiliates" of the NG 9-1-1 Customer.
Customer Premises	A location designated by the Customer for the purposes of connecting to the Service(s).
PSAP Customer Premises Equipment (CPE)	Refers to equipment provided by Customer at the demarc on Customer Premises.
E9-1-1	A telephone system which includes network switching, database and Public Safety Answering Point premises elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number. The term also includes any enhanced 9-1-1 service so designated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 04-4-46 and 05-196, or any successor proceeding.

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Emergency Call Routing Function (ECRF)	A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geocoordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
Glossary	
Term/Acronym	Description/Definition
Emergency Service IP Network (ESInet)	ESInets use broadband, packet switched technology capable of carrying voice plus large amounts of varying types of data using Internet Protocols and standards. ESInets are engineered, managed networks, and are intended to be multi-purpose, supporting extended Public Safety communications services in addition to 9-1-1.
Emergency Service Number (ESN)	An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical) service that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).
Emergency Services Routing Proxy (ESRP)	An i3 functional element which is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.
End Office (EO)	The telephone-switching center that initiates a 9-1-1 call. Also known as Central Office (CO).
Function of Code Routing (FOCR)	A standard vehicle for exchanging the information needed to enable selective routing and ALI steering between competitive database providers.

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Geographic Information System (GIS)	A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.
I3 Public Safety Answering Point (i3 PSAP)	A PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA specifications for such PSAPs.
Internet Protocol (IP)	A protocol used for communicating data across a packet switched internetwork using the Internet Protocol Suite (TCP/IP).
Legacy Network Gateway (LNG)	A signaling and media interconnection point between callers in legacy wireline/wireless originating networks and the i3 architecture, so that i3 PSAPs are able to receive emergency calls from such legacy networks.
Glossary	
Term/Acronym	Description/Definition
Legacy PSAP Gateway (LPG)	An NG9-1-1 Functional Element which provides an interface between an ESInet and an un-upgraded PSAP. Ref: NENA 08-003
Legacy Selective Router (LSR)	The LSR provides an interface between a 91-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG91-1.
Local Access Connection (LAC)	The physical link or circuit that connects the telecommunication service providers network to the AT&T ESInet demarcation point

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Mobile Positioning Center (MPC)	The MPC is a Functional Entity that provides an interface between the wireless originating network and the Emergency Services Network. The MPC/GMLC retrieves, forwards, stores and controls position data within the location services network. It interfaces with the location server (e.g., Position Determining Entity (PDE)) for initial and updated position determination. The MPC/GMLC restricts access to provide position information only while an emergency call is active.
Multiprotocol Label Switching (MPLS)	A type of data-carrying technique for highperformance telecommunication networks. MPLS directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.
National Emergency Number Association (NENA)	The National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
Network Termination Equipment (NTE)	Company provided equipment that allows proper connections, management and monitoring to either a legacy or IP enabled PSAP or Host. Equipment may include: cabinets with Router, Switch or other Network edge equipment.
Glossary	
Term/Acronym	Description/Definition
Nonrecurring Charge (NRC)	The initial charge, usually assessed on a onetime basis, to initiate and establish service.

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Next Generation 9-1-1 (NG 9-1-1)	NG 9-1-1 is an Internet Protocol (IP)based system comprised of managed Emergency Services IP networks (e.g., AT&T ESInet™), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency service organizations.
Offnet	Other networks or telephone numbers outside of the Customer AT&T ESInet. For example: non-emergency stations outside of the Customer contracted ESInet.
Originating Service Provider (OSP)	The telephone service provider that will be delivering NG 9-1-1 traffic to the AT&T ESInet™ via the AT&T DACS.
PSAP Abandonment Device (PAD)	The PAD is a device that can be used when a PSAP is abandoned due to a catastrophic event or to support manned versus unmanned operating hours.
Points of Interconnection (POIs)	Used to show the physical interface between two different carriers, such as a local exchange carrier (LEC) and a wireless carrier or an LEC and an Interexchange Carrier (IXC). This demarcation point often defines responsibility as well serving as a point for testing.
Points of Presence (POP)	The point at which two or more different networks or communication devices build a connection with each other.
Public Safety Answering Point (PSAP)	Public Safety Answering Point (PSAP): An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy.

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Public Switched Telephone Network (PSTN)	The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America. The phone system, including the Network.
Glossary	
Term/Acronym	Description/Definition
Recurring Charges	The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.
Selective Router Data Base (SRDB)	The routing table that contains telephone number to ESN relationships which determines the routing of 9-1-1 calls.
Session Initiation Protocol (SIP)	A signaling protocol, widely used for setting up and tearing down multimedia communications sessions such as voice and video calls over the internet.
Service Activation Commitment Date	The mutually agreed upon date that a new, moved or changed service component will be made available to customer.
Signaling Transfer Point (STP)	A router that relays SS7 messages between signaling end-points (SEPs) and other signaling transfer points (STPs). Typical SEPs include service switching points (SSPs) and service control points (SCPs).
Short Message Service (SMS)	A service typically provided by mobile carriers that sends short (160 characters or fewer) messages to an endpoint. SMS is often fast, but is not real time.
Text Control Center (TCC)	In the Text to 9-1-1 service the Text Control Center (TCC) network element provides the interworking function between SMS messages from/to a Commercial Mobile Service Provider (CMSP) and to/from the PSAP.

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TTY Device	A type of machine that allows people with hearing or speech disabilities to communicate over the phone using a keyboard and a viewing screen. It is sometimes called a TDD.
Time Division Multiplexing (TDM)	A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
Telephone Number (TN)	A unique combination of ten digits that identifies the equipment used to place and receive calls.
Glossary	
Term/Acronym	Description/Definition
Trunk	A network communication path connecting two switching systems. A Central Office circuit terminating in the telephone equipment on the customer's premises. A circuit between CO and the PSAP.
Valid Destination	The correct primary or alternate PSAP, PSTN or tone/treatment designated by the PSAP.
Voice over Internet Protocol (VoIP)	Technology that permits delivery of voice calls and other real-time multimedia sessions over IP networks.
VoIP Positioning Center (VPC)	The VoIP Positioning Center (VPC) is the element that provides routing information to support the routing of VoIP emergency calls and cooperates in delivering location information to the PSAP over the existing ALI DB infrastructure. The VPC supports access to the routing data in the ERDB.

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Service Level Agreement (SLA) 1. General AT&T ESInet™ SLA Terms

1.1. General SLA Terms

AT&T has established performance objectives for its AT&T ESInet™ Service. While AT&T does not guarantee performance, AT&T will provide credits to an eligible Customer when a performance objective is not met. The performance objectives and the associated credits shall be referred to as a Service Level Agreement or "SLA." If a SLA states that a Customer is eligible for an AT&T ESInet SLA credit, this means that the Customer is eligible to receive specified credit associated with a missed service level objective, subject to the terms, definitions and any exclusions or limitations stated herein. All SLA credits are limited to, and will be credited against, Customer's MRCs for call routing services at an affected Customer site.

1.1.1. Definitions

"Outage" is defined as an occurrence within the AT&T ESInet Service (including managed NTE and/or the AT&T-provided access) that results in the inability of Customer to receive or transfer ESInet calls for more than one minute.

"Maintenance" time can be either for "Scheduled Maintenance" or "Emergency Maintenance". "Scheduled Maintenance" is maintenance, repair or updating activities that are performed during a maintenance window established by AT&T or a maintenance window agreed to by AT&T and Customer. AT&T may also perform Scheduled Maintenance by providing Customer a minimum of five (5) business days' notice prior to the day the Scheduled Maintenance will occur. "Emergency Maintenance" is unscheduled maintenance, repair or updating activities that are necessary in order to protect AT&T facilities, network services or the security of Customer equipment or property. AT&T will attempt to provide reasonable notice to the Customer when AT&T determines that it is required to perform Emergency Maintenance prior to the maintenance activity being performed. **1.1.2. SLA Claims**

To be eligible for a SLA Credit, Customer must: (a) open a trouble ticket within 2 weeks of the day AT&T failed to meet the SLA performance objective or that customer otherwise became eligible for the SLA service credit.; (b) notify AT&T in writing of a claim within 30 days of the performance objective failure via the AT&T BusinessDirect® portal (<https://www.businessdirect.att.com>). All claims submitted by Customer shall include the AT&T trouble ticket number or provisioning order number, date and time of the Outage or the other event that Customer believes makes it eligible for a SLA credit. AT&T shall verify and determine Customer's eligibility for a SLA service credit.

1.1.3. SLA Claims Limitations

Any SLA credit paid to Customer shall constitute the sole and exclusive remedy available to Customer for a failure by AT&T to meet a performance objective. Customer may only receive Service credits equal to one (1) month's Covered Charge for any affected PSAP in a given calendar month.

1.2. SLA Exclusions

SLAs do not apply if Customer and AT&T agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.

AT&T is not responsible for failure to meet an SLA resulting from:

- Negligent conduct or misuse of the Service by Customer;
- The failure or deficient performance of power, equipment, services or systems not provided/maintained by AT&T;
- The conduct or performance of a third party service provider providing service to Customer;
- A PSAP/Host location that has not been actively in-use (e.g., calls made to or from the PSAP/Host location) for a minimum of 30 calendar days; provided, however, such exclusion does not apply to the On Time Provisioning SLA.);
- Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair;
- Force Majeure;
- Service interruptions, deficiencies, degradations or delays: o Due to network or LAN components not provided by AT&T; o Due to ESInet network connections or local access where complete physical access and POP diversity to the PSAP or Host location is not provided; o Due to access lines or

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Customer Premise Equipment (“CPE”), whether provided by AT&T or others (except as specifically provided in a particular SLA), including CPE trunk volume;

- o Due to actions taken by Customer resulting in call quality issues (e.g., CPE trunk volume power too high/low, customer equipment.);
- o Due to the failure of PSAP call handling equipment and software; o Due to the time period when AT&T or its agents were not afforded access to the premises where access lines associated with the AT&T transport service are terminated or AT&T CPE is located;
- o During Maintenance of a Service Component, or for the implementation of a Customer order; o Due to insufficient bandwidth/concurrent call capacity ordered by Customer. (See table in section 2.2 ESI Network Connections of the Service Guide for ESInet Network Connections); o Due to faults or failures by Originating Service Providers;
- o Due to testing and/or repair related to the use of a Service Component by Customer; o Due to failed test call(s) of less than 10 (ten) seconds; and
- o When a PSAP receives less than 20 calls per day for purposes of the Voice Quality SLA.

For all SLA claims, if the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer Site, Customer is eligible to receive a credit under only one SLA. Additionally, Customer may receive:

- Credits for an affected Customer Site in a given month equal to the total discounted monthly Covered Charge for the Site in a given calendar month.

Use of Alternate Service: If Customer elects to use another means of communications during the period of interruption, Customer is solely responsible for the alternate communication service, including any associated charges.

2. Service Level Agreement Performance Objectives

2.1. SLA On-Time Provisioning

The performance objective for the On-Time Provisioning SLA relates to activating a new PSAP or Host location for the Service by the Service Activation Committed Date. The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed Service and/or Service Component will be made available to customer. The Service Activation Date for the Service is the date AT&T provides notice that the Service is available for use by the PSAP or Host location. (“Service Activation”).

If AT&T does not meet this performance objective for On-Time Provisioning SLA, Customer may be entitled to a one time SLA credit equal to one (1) month’s discounted MRCs for call routing service for the applicable Service site, after the Service Activation is completed.

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2.2. Service Availability/Time to Restore SLA

The performance objective for the Site Availability/Time to Restore SLA is for the Service Site Availability to be 100%. Time to Restore is measured from when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T (in cases where it is necessary for AT&T to diagnose and/or restore a Service Component into use) until the time AT&T Customer Care makes its first attempt to notify Customer that the issue has been resolved and the Service Components are restored and available for Customer to use. If AT&T does not meet this performance objective, Customer may be eligible for a Site Availability/Time to Restore SLA credit equal to the Customer's total discounted MRCs for call routing services for the affected PSAP sites, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the Site Availability/Time to Restore SLA Credit Table below.

Site Availability/Time to Restore SLA Credit Table		
Time to Restore - Equal to or Greater Than	Time to Restore - Less than	Credit Percentage
1 minute	2 hours	5%
2 hours	4 hours	10%
4 hours	8 hours	15%
8 hours	16 hours	20%
16 hours	> 16 hours	40%

2.3. PSAP Call Delivery

The performance objective for the PSAP Call Delivery SLA is for calls received into the Service in any given calendar month delivered to a Valid Destination. The PSAP Call Delivery SLA is not met in a calendar month if AT&T fails to deliver to a Valid Destination:

- one (1) or more call(s) if fewer than 100,000 calls are presented in a calendar month, or
- more than 001% of the total calls if 100,000 or more calls are presented in a calendar month.

If AT&T does not meet this performance objective and fails to remedy the issues within one (1) month following the month AT&T did not meet its performance objective, Customer may be entitled to a one time SLA credit equal to 5% of the discounted MRCs for call routing services for the impacted PSAP.

2.4. SLA Voice Quality

The performance objective for Voice Quality SLA is for the Daily Predicted MOS (PMOS) value per PSAP to be 3.5 or more for G.711 codec as measured by AT&T, where the ideal PMOS score for the G.711 codec is 4.3. The Service will monitor the IP audio packets from Aggregation sites (from the AT&T ESInet demarcation point) into the Core Call Processing Nodes and from the PSAP (from the Customer demarcation point) into the Core Call Processing Nodes. The Daily PSAP PMOS value will be based on an average of the per call PMOS scores over a 24-hour calendar day.

If AT&T does not meet this performance objective and the Voice Quality SLA falls below the performance objective for three consecutive days in a given calendar month and AT&T is unable to restore Service to meet the performance objective within 30 days of the failure, the Customer may be entitled to a one time SLA credit equal to 5% of the discounted MRCs for call routing service for the impacted PSAP(s).



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MASTER AGREEMENT

Customer Palm Beach County Street Address: 301 S Olive Ave City: West Palm Beach State/Province: FL Zip Code: 33401 Country: USA	AT&T 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
Customer Contact (for notices) 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	AT&T Contact (for notices) 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.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

By: [Signature]
Deputy Clerk

R2009: 1055 JUN 30 2009

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

BOARD OF COUNTY COMMISSIONERS

By: [Signature]
John F. Koons, 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 S. Markwick
(print signatory's name)

(print title)

05-28, 20009
(date of execution)

(witness signature)

(witness name printed)

(witness signature)

(witness name printed)

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, serviceguide.att.com/ABS/ext/index.cfm, 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, 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, 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

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

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.