

Memorandum



Date: November 15, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(F)(14)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is written over the printed name and title of the sender.

Subject: Recommendation to Award a Contract to AT&T Corp., and Waiver of Formal Bid Procedures and Authorizing the Execution of Agreement with AT&T Corp., for purchase of Local Telecom Services - Voice and Data

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) waive formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code of Miami-Dade County to approve a contract for telecommunication voice and data services (Telecom). The agreement with AT&T Corp. (AT&T) covers County departments, Jackson Health Systems, and the State Attorney, Public Defender, Inspector General, and the Administrative Offices of the Courts with a long term Telecom agreement. This agreement offers an estimated annual savings of \$2.1 million, inclusive of \$400,000 for JHS, over current rates based on usage projections. The total savings over the initial five year contract term is projected to be \$10.5 million.

CONTRACT NUMBER: BW9403-3/19

CONTRACT TITLE: Local Telecom Services – Voice and Data

TERM: 5 years term, with three, one-year options-to-renew (OTRs)

CONTRACT AMOUNT: \$68,600,000 for the initial five year term. Should the County exercise the three, one-year options-to-renew, the total value of the contract will be \$109,800,000.

BACKGROUND

Over the last 20 years, AT&T has provided Miami-Dade County reliable voice and data telecommunication services. Presently, AT&T is the sole provider of telephone and data services to support specific County legacy services that maintain internal network connectivity, E-911 services and Emergency Service Provider Data Service. Additionally, AT&T is responsible for providing the final connection point for all local Miami-Dade County telecommunications services. This firm is uniquely qualified to provide service restoration during declared emergencies in the County, and has a key communications role during activations of the County's Emergency Operations Center.

A bid waiver contract for local telecommunication services with Bellsouth Telecommunications, Inc. (now AT&T Corp.) was approved by the Board on July 23, 2002, via Resolution No. R-864-02. To continue services while a replacement contract was being negotiated with the newly merged AT&T, the County and AT&T entered into a two year Contract Service Arrangement (CSA) which expires in September 2012. The proposed contract will provide local services for voice (telephone services) and data (computer network) for day to day Countywide communications. These voice and data communication services include but are not limited to the supply of main telephone trunk lines, Ethernet data lines, Digital Subscriber Lines (DSL), and E-911 circuits that support telephone and network connectivity. These services are managed primarily by the Information Technology Department (ITD) pursuant to Administrative Order 5-5 (copy attached).

Business rationale for negotiations with a single firm:

Market research conducted by County staff confirmed the existence of additional firms which could provide a portion of the required Telecom services. However, none of the firms identified had the capacity of being a single source for all services. The County relies heavily on voice and data communication services to effectively conduct business and provide service and programs to the community. The use of multiple providers would create a complex environment for deployment and administration of local telecom services. For example, in the event of a disruption of essential services, a multi-provider environment would offer the County no measurable assurances that timely repairs and/or service restoration would be immediately available. This type of event would have a direct cost and adverse operational impact to County operations. The use of a single provider responsible for the complete range of local telecom services best serves the County's interests because it achieves maximum efficiency with the latest technology in our ever-changing communications environment. Furthermore, a comparison of contracts awarded by other South Florida agencies and municipalities indicated a trend in award of contracts to AT&T for core telecom services. This research further supported the County's decision to negotiate a non competitive agreement with AT&T.

This award will provide telecommunication network services regulated by tariffs, filed in accordance with the Florida Public Service Commission that set forth a baseline pricing structure. The contract allows the County to obtain Digital Subscriber Line (DSL) services using negotiated wholesale-discounted pricing. Staff negotiations have resulted in favorable pricing for continuity of services over the initial five-year period. The replacement contract maintains current services and will provide the County with savings of \$10.5 million over the initial five-year contract term. AT&T has agreed to provide an additional one-time \$600,000 credit for the purchase of new equipment and installation services to upgrade outdated telecom technologies such as legacy data circuits, as newer cost-effective technologies become available and feasible to implement. Upon execution of the proposed contract, these expenditures will be reduced by more than \$2.1 million per year. This represents a \$1.7 million annual savings for the County, inclusive of the State Attorney, Public Defender, Inspector General, Administrative Offices of the Courts, and \$400,000 in savings for Jackson Health Systems. Additionally, negotiations yielded inclusion of the User Access Program and the Inspector General Fee.

USING AGENCY AND FUNDING SOURCES:

Department	Allocation	Funding Source	Contract Manager(s)
Information Technology Department (ITD)	\$68,600,000	Internal Service Funds	John Concepcion, Mariaelena Salazar
The allocation and funding source have been reviewed and approved by the Office of Management and Budget. There is no fiscal impact beyond what is stated in this award recommendation.			
Pursuant to Resolution R-530-10 adopted on May 4, 2010; (i) the County will enter into a five year contract with three one-year OTRs with AT&T for an amount not to exceed \$109,800,000, to provide essential Countywide local telecommunication services for both voice and data services; (ii) the funding source for this contract will be ITD Internal Service Funds, and (iii) contract funds are budgeted in the department's budget for FY 11/12 and subsequent years.			

PREVIOUS CONTRACT AMOUNT:

\$144,900,000*

**Based on actual expenditure trend for the past nine years*

METHOD OF AWARD: Negotiated Bid Waiver

**VENDOR RECOMMENDED
FOR AWARD:**

<u>Vendor:</u>	<u>Address</u>	<u>Principal</u>
AT&T Corp. (Non-Local Vendor)	One AT&T Way, Room 4A248 Bedminster, New Jersey 07921	Randall Stephenson

PERFORMANCE DATA: There are no performance issues with the awarded firm.

COMPLIANCE DATA: There are no compliance issues with the awarded firm.

CONTRACT MEASURES: No measure – Bid Waiver

REVIEW COMMITTEE DATE: August 8, 2011

LIVING WAGE: The Living Wage Ordinance does not apply.

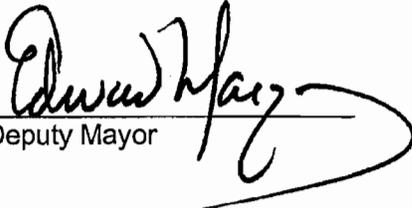
USER ACCESS PROGRAM: The contract includes the User Access Program provision. The 2% program discount will be collected on all purchases.

LOCAL PREFERENCE: Not Applicable – Bid Waiver

**PROCUREMENT CONTRACTING
OFFICER:** James D. Munn, Jr.

**ESTIMATED CONTRACT
COMMENCEMENT DATE:** Upon approval by the Board and expiration of the mayoral veto period.

DELEGATED AUTHORITY: If this contract and attached resolution are approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options-to-renew and other extensions in accordance with the attached resolution.


Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 15, 2011

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(14)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(F)(14)

Veto _____

11-15-11

Override _____

RESOLUTION NO. _____

RESOLUTION WAIVING FORMAL BID PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS (2/3) VOTE OF THE BOARD MEMBERS PRESENT; AUTHORIZING THE EXECUTION OF AGREEMENTS WITH AT&T CORP. FOR AN INITIAL FIVE YEAR TERM WITH THREE ONE-YEAR OPTIONS-TO-RENEW PERIODS IN AN AMOUNT NOT TO EXCEED \$109,800,000, TO CONTINUE PROVIDING LOCAL TELECOMMUNICATION VOICE AND DATA SERVICES COUNTYWIDE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to waive formal bid procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b) of the Code of Miami-Dade County by a two-thirds (2/3s) vote of the Board members present; authorizing the execution of Countywide local telecommunications voice and data services agreement between AT&T Corp. and Miami-Dade County, in an amount not to exceed \$109,800,000 over the initial five year term of the contract and the three one year options-to-renew periods as further defined in the attached memorandum; and authorizing the County Mayor or County Mayor's designee to execute the agreement on behalf of the County and exercise all provisions contained therein.

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The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Oren Rosenthal

**Contract No. BW9403-3/19
LOCAL TELECOM SERVICES – VOICE AND DATA**

THIS AGREEMENT made and entered into as of the Effective Date as defined below, by and between AT & T CORP, a corporation organized and existing under the laws of the State of New York, having its principal office at One AT&T Way, Room 4A248, Bedminster, New Jersey 07921 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide necessary voice and data services, equipment, spare parts, technical training and maintenance support services for the County's TELECOMMUNICATIONS NETWORK INFRASTRUCTURE, in accordance with all attachments, associated addenda, incorporated herein by reference; and, the requirements of this Agreement; and,

WHEREAS, the Contractor has offered and submitted a set of schedules and prices for certain services, hereinafter referred to as "Contract Service Arrangement (CSA) Agreements" or "CSA Agreements" which are incorporated by reference as Attachment A, which incorporate AT&T's terms and conditions covering regulated telecommunication and network services and the associated pricing therein; and,

WHEREAS, the Contractor has offered the County non-regulated Network services, services to support telecommunication systems, fixed network equipment and installation services and related telecommunications professional services set forth in Attachment B subject to the terms and conditions set forth in applicable Pricing Schedules and or discount schedules and incorporated therein; and,

WHEREAS, the Contractor has offered and submitted a Pricing Schedule for services identified as Wholesale Digital Subscriber Line (DSL) Transport, hereinafter referred to as the "DSL Transport" or "DSL Services" which is incorporated by reference as Attachment C herein; and,

WHEREAS, the County currently desires to procure from the Contractor the services defined under the Federal Universal Services Fund program as "E-Rate" and regulated by the

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Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") that are referenced in Attachment D "E-Rate Rider," included as an illustrative reference, and in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, and all associated addenda and attachments, any Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean AT&T Corp., its Affiliates and, and their permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager where applicable under this Contract.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage special projects or mutually agreed change orders, extra work or additional work under the Contract.
- k) The words "Statement of Work" to mean a separate document to be developed by the County or Contractor to define special projects that may be executed by mutual agreement under the terms and conditions set forth in this Contract.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or

- corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.
 - n) The words "Acceptable Use Policy" means Contractor's Acceptable Use Policy ("AUP") which applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations the Contractor may designate, attached as Exhibit 1 of this agreement for reference purposes, and is subject to change.
 - o) The word "Affiliate" means any entity that controls, is controlled by, or is under common control with a party.
 - p) The word "Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.
 - q) The words "Effective Date" mean, 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
 - r) The word "Guidebooks" means documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Guidebooks may be found at att.com/servicepublications or other locations the Contractor may designate
 - s) The words "Minimum Payment Period" mean, in respect to any Service, the minimum period for which the County is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.
 - t) The words "Pricing Schedule" mean an attachment that identifies the Services the Contractor may provide to the County, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect, ("Pricing Schedule Term") including all Contract Service Arrangement ("CSA") Agreements between the Contractor and the County.
 - u) The words "Service Component" mean an individual component of a Service provided under this Agreement.
 - v) The words "Service Guides" mean the description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook, which may be found at att.com/servicepublications or other locations the Contractor may designate.
 - w) The words "Service Level" mean any express standards of performance applicable to Services and Equipment, as may be set forth in a Pricing Schedule.
 - x) The word "Site" means the County's physical location, including the County's collocation space on the Contractor's, its Affiliate's, or subcontractor's property, where the Contractor installs or provides a Service.
 - y) The words "Service Publications" mean collectively Pricing Schedules, Tariffs, Guidebooks, Service Guides and the Contractor's Acceptable Use Policy.
 - z) The word "Tariffs" means the documents containing the standard descriptions, pricing,

and other terms and conditions for a Service that the Contractor files with regulatory commissions. Tariffs may be found at att.com/service publications or other locations the Contractor may designate.

- aa) The word "User" means employees of Miami-Dade County, or any duly authorized representative, who utilizes any services provided by the Contractor under this contract. The County accepts responsibility for County "Users" of any Contractual services, unless expressly provided to the contrary in applicable Service Publications. "User" shall not include any unauthorized party who in violation of law accesses or uses any services after Customer has taken all reasonable steps to prevent such unauthorized access or use.
- bb) The words "County Manager" shall mean County Manager, designee or other County administrator as may be officially named by the County during the term of this contract.
- cc) For the purposes of Article 32 and 40, under Exclusion of Charges the words "pass through" shall mean charges presented by the Contractor for payment associated with a County Ordinance, FCC or other regulatory mandate, 3rd party communications services, Federal or State access Tariffs, Surcharges collected on behalf of other municipalities, permit fees for special construction services or late payment or interest fees charges in accordance with the contract.

ARTICLE 2. ORDER OF PRECEDENCE

Except as set forth in a specific Pricing Schedule or Statement of Work with respect to the applicable service(s), the order of priority of the documents that form this agreement is as follows: 1) this Agreement; 2) Pricing Schedules (including CSA Agreements) or as referenced in Attachments A thru D; 3) any Statement of Work as may be mutually agreed by the parties for the execution of Special Projects supported by an individual County Purchase Order. 4) the AUP shown as Exhibit 1; and Tariffs, Guidebooks and Service Guides; provided that, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms thereof to meet County requirements.,

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the Services as set forth in this Agreement, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder. All contracted services are subject to availability and operational limitations

of systems, facilities and equipment

- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be provided in conformance with the service description in the applicable Pricing Schedule, Service Guide, Tariff, or mutually agreeable Statement of Work, and is subject to the performance levels in any applicable Service Level Agreement.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding its purchase and use of the agreed Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective as of the effective date of the Resolution of the Board of County Commissioners approving this contract (the "Effective Date"). This contract shall remain in effect for five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract on a year-to-year basis, for a maximum total of three (3) additional years.

The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the County Project Manager, Field Services Director and Chief Security Officer:

Miami-Dade County
Enterprise Technology Services Department (ETSD)
10300 Sunset Drive - 2nd Floor, Suite 450
Miami, Fla. 33173

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Attention: John Concepcion, Field Services Director
Phone: (305) 596-8368
Fax: (305) 596-8889
E-mail: JNC@miamidade.gov

Attention: Lars Schmekel, Chief Security Officer
Phone: (305) 596-8779
E-Mail: Lars.Schmekal@miamidade.gov

- and,
b) to the ETSD IT Business Office (ITBO)
Enterprise Technology Services Department (ETSD)
5680 SW 87th Ave
Miami, Fla. 33173

Attention: Julian Manduley, ITBO
Phone: (305) 596-8610
Fax: (305) 275-7696
E-mail: JMANDUL@miamidade.gov

- and,
c) to the DPM Contract Manager:

Miami-Dade County
Department of Procurement Management (DPM)
111 N.W. 1st Street, Suite 1300
Miami, FL 33128-1974

Attention: James D. Munn, Jr., Procurement Contracting Officer
Phone: (305) 375-1443
Fax: (305) 375-5688
E-mail: munnj@miamidade.gov

(2) To the Contractor

AT&T CORP.
One AT&T Way,
Bedminster, New Jersey 07921-0752
ATTN: Master Agreement Support Team

Regional Office Contact Info:
7300 CORP CTR DR - BLDG 8
Room 700
Miami, FL 33126

Attention: Esther Martin, Account Manager
Phone: (305) 569-7274
Fax: (866) 357-1150
E-mail: em6388@att.com

and,
Attention: Espe Diaz-Bello, Area Director – Government & Education
Phone: (305) 569-7236
Fax: (866) 403-5934
E-mail: ed6554@att.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under applicable Pricing Schedules (including CSAs), Tariffs, Guidebooks and applicable Service Guides. These stated pricing conditions shall apply in all general cases except where otherwise mutually agreed on the basis of good faith negotiations.

Except for taxes and fees where applicable (if any), the County shall have no obligation to pay the Contractor any additional sum in excess of these amounts, except for a change and/or modification to the Contract, Special Project or County work order, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Except as stated below, prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof,

- a) Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule shall remain fixed and firm until the end of the Pricing Schedule Term, except where negotiations, special pricing additional available discounts, or applicable credits would provide the County more favorable rates, as mutually agreed upon. At the end of a Pricing Schedule Term, the County will have the option to either: (a) cease using the Service (which will require the County to take all steps required by the Contractor to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by the Contractor on 60 days' prior notice to the County.
- b) Upon written request not more than once in any 12 month rolling period, County may request in writing that AT&T conduct a review of County's total purchases to determine whether County is receiving, in the aggregate, rates, terms and conditions that are at least equal to those of similarly situated county customers within the State of Florida. The factors that will be used to make this determination include: quantity of services, terms of services, billing level associated with the total combined services, geographic locations of services, mix of services and available facilities for the AT&T services. After such review, if AT&T and County agree upon revisions to a Pricing Schedule(s) that are a mutually acceptable alternative, then AT&T will prepare the contractual document(s) for customer signature. By way of example and not limitation, such alternative may

include changes in: recurring and/or nonrecurring charges, revenue and/or volume commitments, discounts, one-time credits and terms and conditions of service subject to legal and regulatory considerations, including but not limited to Florida Statute 364. If AT&T and County mutually agree that the County's rates, terms and conditions are not as favorable in the aggregate as those AT&T offers to a similar situated county customer in the State of Florida but AT&T and County cannot agree upon mutually acceptable revisions to the existing Pricing Schedule(s), then County's termination liabilities under this agreement will be waived prospectively for the remaining term of the Agreement.

- c) Additional Charges and Taxes - Prices set forth in a Pricing Schedule are exclusive of, and the County will pay, all applicable current and future taxes (excluding those on the Contractor's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from the County'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 the County provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent the County is required by law to withhold or deduct any applicable taxes from payments due to the Contractor, the County will use reasonable efforts to minimize any such taxes to the extent allowed by law or treaty, and the County will furnish the Contractor with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that the Contractor may claim any applicable credit. The County may request the Contractor shall furnish such evidence as may be reasonably required for determining the applicability of the additional charges or taxes. Additionally, the Contractor agrees to provide current information and assistance to the extent allowed on provisions that would exempt the County from any additional charges, mandated taxes or fees. Disputes arising on the basis of such charges shall be settled in accordance with provisions in Article 9.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor.

All invoices, or other documents reasonably required by the County, shall show the County's contract number or PO number where applicable. Invoices issued by the Contractor shall have a unique payment period or billing period by account designation.

Where available, the Contractor agrees to provide invoicing in electronic form at no cost. This shall be considered a standard invoicing requirement by the County during the term of this contract. The Contractor will make a reasonable effort to inform the County as to the availability of electronic invoicing on new services being added to the contract when available. It is at the County's sole discretion, to provide written authorization to Contractor indicating an exception to this practice for new services being offered. Electronic invoicing shall also include all software or tools generally made available by Contractor for standard use to access, download or allow the County to print said documentation as may be required for payment purposes. Contractor will quote the County any charges that may be incurred for additional e-billing capabilities. In accordance with Title 47-Telecommunications, of the Code of Federal Regulations (C.F.R) Sections 64.2400 and 64.2401, the Contractor shall provide invoicing (billing) documents that are in compliance with the regulations as stated above.

To help accomplish this objective, the Contractor will provide online resources, including but not

limited to "e-Bill" tools currently located at www.businessdirect.att.com. These basic online tools shall be provided at no cost to the County and for all authorized County User Departments.

It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The Contractor agrees to provide the County. The time at which payment shall be due to small businesses shall be forty-five (45) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from forty-five (45) days after the due date at the rate of one percent (1%) per month on the unpaid balance, which amounts will be included, on subsequent monthly Service invoices unless the Contractor has been otherwise notified in writing of a billing dispute by the County.

Invoices and associated back-up documentation shall be submitted in duplicate, except where agreed provisions for electronic billing shall apply, by the Contractor to the County as follows:

Miami-Dade County
Enterprise Technology Services Department (ETSD)
Budget & Accounting Manager
5680 SW 87th Ave
Miami, Fla. 33182

Attention: Yinka Majekodunmi, Finance Manager
Tel: (305) 596 8041
Fax: (305) 596-7696
E-Mail: ymajeko@miamidade.gov

The County may at any time designate a different address or/and contact person and by giving written notice to the other party. Based on prevailing Administrative Order, the County also reserves the right to designate or delete, in writing, additional points of contact in other authorized County departments, or related agencies, other than named below where payment and billing activity may take place independent of ETSD.

Miami-Dade County
Aviation Department (MDAD)
Finance Division
PO Box 526624
4331 NW 22nd Street
Building 3030
Miami, FL 33152-6624

Attention: Leon Cuellar
Tel: (305) 876-8498
E-mail: lcuellar@miami-airport.com

Miami-Dade County
Water & Sewer Department (WASD)
3071 SW 38th Avenue – Room 403
Miami, FL 33146

Attention: Vladimir Murad, Controller
Tel: (305) 786-552-8001
E-mail: MURADV@miamidade.gov

BILLING DISPUTES

Delayed Billing; Disputed Charges

The County will not be required to pay charges for Services invoiced more than 24 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 the County disputes a charge, the County will provide notice to the Contractor, specifically identifying the charge and the reason it is disputed within 24 months from the date the affected invoice was issued, or the County waives the right to dispute the charge, except to the extent applicable law or regulation otherwise requires. The Contractor and the County will use commercially reasonable efforts to identify and correct errors in a timely manner. Notwithstanding the foregoing, the County may seek repayment of any charges paid that are determined to be invalid as a result of an internal audit process performed at the discretion of the County under the provisions stated in Article 17. The County will pay Contractor all undisputed billed charges without deduction, set-off or delay, except where provisions of where existing State of Florida statutes or other legislation prevails.

Consistent with CFR Section 64.2401, the Contractor agrees to provide reasonable assistance to the County in the proper identification of charges for services by 3rd party providers that may be the source of an identified billing dispute.

Bona fide disputes concerning invoices shall be addressed by the appropriate Contractor's billing dispute center pursuant to Contractor's established methods and procedures, after the dispute is referred to the billing dispute center by either the County or the County's account team. If the dispute cannot be resolved by the billing dispute center within 30 days from the referral to the billing dispute center, the dispute shall be escalated to the parties' representatives as specified below. Payment of such disputed charges will not be considered overdue pending investigation by the Contractor.

AT&T	COUNTY	TIME TO ADDRESS
Sales Manager	Procurement Supervisor and/or Finance Manager	30 days
Executive Director	Division Director and/or Department Director and County Chief Information Officer (CIO)	15 days

Review of Documents: Disputed Charges

- a) Subject to the Contractor's reasonable security requirements, and not more than once every twelve (12) months, the County may, review the Contractor's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of the Contractor's invoices to the County. The County may employ such assistance as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of Contractor's proprietary Information. Such reviews by County staff shall take place at a time and place agreed upon by the parties. The County's normal internal invoice reconciliation procedures shall not be considered a review of the Contractor's relevant billing records for purposes of this Article 17.

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- b) The Contractor shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by the County in the form of a credit as soon as reasonably practicable under the circumstances.
- c) The Contractor shall cooperate in any County billing review, providing the Contractor billing records as reasonably necessary to verify the accuracy of the Contractor's invoices. The Contractor may redact from the billing records provided to the County any information that reveals the identity or non-public information of other customers of the Contractor or other Confidential Information of the Contractor that is not relevant to the purposes of the review.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Subject to the provisions of Articles 26 (“Disclaimers and Limitations of Liability”) and 27 (“Patent and Copyright Indemnification”), the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities (“the Indemnitees”) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors, except that the Contractor shall not be liable for any liability loss or damage resulting solely from the negligent or willful acts or omissions of the Indemnitees.

The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount of **\$1,000,000** combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount of **\$500,000** combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in the amount of **\$5,000,000** per claim or wrongful act and in the aggregate based on annual policy renewal period.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder, for performance deemed as unsatisfactory, as long as it is not based on an unlawful discrimination as referenced in Article 34 (Non-Discrimination). The County and Contractor agree that any internal employment action taken, including termination or demotion, is at the Contractor's complete and absolute discretion, and that removal of an employee from a County project does not bind or recommend any further employment action on the part of the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels if Contractor and County mutually determine staffing levels to be inappropriate or to replace any of its personnel if any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION AND AUTHORITY OF COUNTY'S DESIGNATED PROJECT MANAGER

1) CONTRACT SERVICES AND EQUIPMENT PURCHASES

For disputes other than billing disputes, involving regulated or non-regulated services and equipment purchases, prior to the initiation of any action or proceeding under this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiations between their respective representatives having decision-making authority. If the designated representatives cannot resolve the dispute, then the dispute shall be escalated to the County's Chief Information Officer or designee and the AT&T Sales Manager, for their review and resolution. If the dispute is not resolved at that level, the dispute shall then be escalated to the County Manager or designee and the AT&T Executive Sales Director for their review and resolution. If the dispute cannot be so resolved, then either party may initiate formal proceedings; however, formal proceedings may not be commenced until the earlier of:

- (i) the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter in issue does not appear likely; or
- (ii) thirty (30) days after the initial request to negotiate such dispute; or
- (iii) thirty (30) days before the statute of limitations governing any cause of action relating to such dispute would expire.

2) SPECIAL PROJECTS, INFRASTRUCTURE EXPANSION OR SYSTEM UPGRADES

During the term of this Contract, and any renewal or extensions thereof, the County may elect to request that Contractor assist in special projects for the expansion of, or upgrades to, the County's current telecommunication network infrastructure. This type of project requires a detailed Statement of Work, normally covered by formal County Purchase Order, and will typically require the County to assign a specific Project Manager for the duration of the Project. Under said conditions, the County and Contractor will mutually agree as follows:

- a) The Contractor hereby acknowledges that the County's Project Manager is authorized to determine, in the first instance, the County's position on all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement, including without limitations: questions as to the value, acceptability and fitness of the Services to the County; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Statement of Work; and claims for damages, compensation and losses.

- b) The Contractor shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order, regardless of whether the Contractor agrees with the Project Manager's determination or order. Where it is deemed critical to County operations that advance orders need to be given orally, these orders will be reconfirmed in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve any difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide the County's position on all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive and final as to the County's position thereupon. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of

any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its subcontractors shall retain such records, for a period of three (3) years after the closing of the County Fiscal Year (FY) during which the provision of any goods or services were provided by the Contractor, except where the prevailing Florida Laws would otherwise prevail.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, for a period of three (3) years after the end of the County FY period under which the provision of goods or services were provided and pursuant to the terms below, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records which apply to all matters directly related to the County under Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to goods or services the Contractor has provided to the County hereunder.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal or in connection with Special Work Orders or Projects, or other services being provided under this Agreement, the Contractor must notify the County in writing for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. ASSIGNMENT

Neither party shall assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the other party, which consent shall not be reasonably withheld or delayed.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

The following provisions shall prevail in accordance with prevailing County Ordinances including but not limited to 97-35 Fair Sub-contracting Practices and 97-104 Sub-contractor/Supplier Listing and would apply during the term of this contract and any renewal or extensions thereof, when the County has elected to request Contractor to assist on special projects for expansion or upgrades to the current telecommunication network infrastructure

- a) If the Contractor will cause any part of this Agreement to be performed by a

Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between the Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations and the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

In such case the parties may negotiate in good faith a substitute provision for such invalid, illegal or unenforceable provision.

ARTICLE 23. TERMINATION AND/OR SUSPENSION OF SERVICES

- a) This Agreement may be terminated, or an affected Service may be suspended, upon reasonable notice as follows:
- i. 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.
 - ii. By either party in the event the other party: (1) attempts to meet its contractual obligation through fraud, misrepresentation or material misstatement; (2) commits a fraud upon another party in performing its obligations under this Agreement or in utilizing one or more services provided under this Agreement - (3) violates applicable Federal, State or local laws in performing its obligations under this Agreement or in utilizing the Services provided under this Agreement or (4) fails to perform or observe any material term or condition of this Agreement, including non-payment of charges. In the event of non-payment for an affected service, Contractor will notify the County of the intent to suspend, where possible, the affected Service on a specified date no less than fifteen (15) days prior to such intent to suspend. Such failure to remedy, by the County within fifteen (15) days after suspension by the Contractor, will result in termination of the affected services.
 - iii. By the County, in the event the Contractor revises a Service Publication and the revision has a materially adverse impact on the County, and the Contractor does not effect revisions that remedy such materially adverse impact within 30 days after notice from the County. However, a revision to a Service Publication will not be considered materially adverse to the County 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 effects a charge imposed under Article 8(b) (Additional Charges and Taxes).
 - iv. By the Contractor (1) if the County, after notice as provided under Article 6 of this Agreement, and in accordance with standard AT&T policy and procedures of their Network Operations Center (NOC), of an abuse or misuse of the Contractor's network or Service or interference with another Customer's use of the Contractor's network or Services fails to cease such actions within five (5) days of such notice or such shorter time as may be warranted by the Contractor to the County under the circumstances or (2) the Contractor encounters any Hazardous Materials at a Site where the Contractor is to install, maintain or provide Services. In the latter case, the Contractor may suspend performance until the County removes and remediates Hazardous Materials at the County's expense in accordance with applicable law and covered under section b) of Article 45. Prompt failure to comply by the County will

result in termination of the affected services.

- v. By the Contractor in the event that the County fails to rectify a violation of the Acceptable Use Policy (AUP) within 5 days after receiving notice from the Contractor. In such case, the Contractor may only suspend the portions of the Service affected by the County's violation. The Contractor has the right, however, to suspend or terminate the applicable portion of the Service immediately when: (i) the Contractor's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) the Contractor is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Contractor reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if the Contractor were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of the Contractor's network or networks with which the Contractor is interconnected or interfere with another customer's use of the Contractor's Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to the Contractor or the Contractor's customers or their respective employees.
 - vi. By the County in the event the County or any of its departments exercises its budgetary discretion to reduce or eliminate the necessary appropriations or funding for the Services provided under a Pricing Schedule due to changing business conditions. In such event, the County may terminate the Pricing Schedule without liability upon the following conditions: (i) the County has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite the County's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) the County has negotiated in good faith with the Contractor to develop revised terms, an alternative payment schedule or a new Pricing Schedule to accommodate the County's budget. The County must provide the Contractor thirty (30) days written notice of its intent to terminate a Pricing Schedule under this Article. 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 the County terminates a Pricing Schedule under this Section, the County 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 unless the Contractor declines a request by the County to the Contractor to obtain the Services through the Price Schedule as it existed at the time of termination.
 - vii Withdrawal of Services - Notwithstanding that a Pricing Schedule may commit the Contractor to provide a Service to the County for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, the Contractor may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where the Contractor generally discontinues providing the Service or Service Component to similarly situated customers.
- b) Effect of Termination
- i. 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.

- ii. If a Service or Service Component is terminated, the County will pay all amounts incurred prior to the effective date of termination. If the County terminates a Service or Service Component prior to the date the County's obligation to pay for Services begins as provided in Article 9 (Method and Times of Payment), the County will reimburse the Contractor for time and materials incurred prior to the effective date of termination. In either case, the County will reimburse the Contractor for any third party charges resulting from the termination that are not reasonably avoidable.
- iii. The Minimum Payment Period in any Pricing Schedule will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (1) 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 (2) the upgrade is not

c) Termination Charges

- i. The County will not be liable for the Termination Charges set forth in Article 23(b) if: (1) the County terminates this Agreement or an affected Service or Service Component pursuant to Articles 23 a(i), 23 a(ii) (if the termination is due to the Contractor's breach), 23 a(iii) or 23a(vi); or (2) AT&T terminates a Service pursuant to Article 23(iv) or AT&T withdraws a Service pursuant to Article 23(vii),
- ii. The County shall not be liable for any termination charges except as set forth in this Article, provided that the County shall be liable for all termination charges as set forth in a Pricing Schedule.

d) Suspension of Authority to Add Services

The Contractor shall only deal with the County through those persons specifically authorized in accordance with County Administrative Order (AO) 5-5. Such authority may be amended, at the County's sole and absolute discretion, by providing notice to the Contractor in writing as provided in this Agreement.

Affiliated County agencies and the Public Health Trust may seek access to this contract for the services defined. These agencies and the Public Health Trust would be responsible for providing such written authorization to the Contractor as to the name and position, for those individuals permitted by their internal guidelines to deal directly with the Contractor for said services.

All additional Services, supplemental agreements or amendments to this Agreement approved by an unauthorized individual shall be null and void and, notwithstanding any other provision of this Agreement or a Price Schedule, any such Service provided by Contractor shall be at no cost to the County.

ARTICLE 24 – Termination of Infrastructure or System Upgrades

(a) Termination for Convenience – With respect to any Pricing Schedule, Statement of Work, purchase order or change order associated with a special project for infrastructure or system upgrades ("Special Project"), the County may at any time, in its sole discretion, with or without cause, terminate such Special Project by written notice to the Contractor and in such event:

- i. The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:

- stop work on the date specified in the notice ("the Effective Termination Date");
 - take such action as may be necessary for the protection and preservation of the County's materials and property;
 - cancel orders;
 - assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not reasonably capable of use except in the performance of this Agreement or have been specifically developed for the sole purpose of this Agreement and not incorporated in the Special Project; and
 - take no action which will increase the amounts payable by the County for the Special Project; and
- ii. In the event that the County exercises its right to terminate such Special Project pursuant to this subsection, the Contractor will be compensated for the:
1. portion of the work on the Special Project completed in accordance with the applicable Pricing Schedule, Statement of Work, purchase order or change order up to the Effective Termination Date; and
 2. non-cancelable deliverables that are not reasonably capable of use except in the performance of such Special Project or have been specifically developed for the sole purpose of such Special Project but not incorporated in the work.
- b) Termination for Default - An event of default with regard to a Special Project shall mean the failure to perform or observe any material term or condition of the applicable Pricing Schedule, Statement of Work, purchase order or change order. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a material breach, an event of default, shall include the following:
- i. the Contractor has not performed Work or delivered Services on a timely basis;
 - ii. the Contractor has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - v. the Contractor has failed to provide "adequate assurances" as required under (vi) below;
 - vi. When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

1. treat such failure as a repudiation of the Pricing Schedule, Statement of Work, purchase order or change order applicable to the Special Project;
 2. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or Services or any part thereof either by itself or through others.
- vii. If an event of default occurs and is not cured in accordance with the provisions of Article 24(b)(viii), the defaulting party shall be liable for all damages resulting from the default to the extent set forth in Article 26(b)(Limitations of Liability). The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction, after it has exhausted the applicable dispute resolution procedures set forth in Article 14.
- viii. If an event of default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or the identified Special Project may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period that the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Special Project if the Contractor has not cured the default.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

- a) If an event of default occurs and is not cured in accordance with the provisions of Article 24(b)(viii), the defaulting party shall be liable for all damages resulting from the default to the extent set forth in Article 26(b)(Limitations of Liability). The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction, after it has exhausted the applicable dispute resolution procedures set forth in Article 14.
- b) If an event of default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or the identified Special Project may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period that the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Special Project if the Contractor has not cured the default.

ARTICLE 26. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- a) Disclaimer of Warranties.

THE CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR

WARRANTY OF MERCHANTABILITY, FURTHER, THE CONTRACTOR MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), 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 THE CONTRACTOR'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, COUNTY'S DATA AND CONFIDENTIAL INFORMATION.

b) Limitation of Liability.

i. THE CONTRACTOR'S ENTIRE LIABILITY, AND THE COUNTY'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY COUNTY'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO THE COUNTY 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 THE CONTRACTOR.

ii. ARTICLE 26(b) WILL NOT APPLY TO:

- (a) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY THE CONTRACTOR'S NEGLIGENCE;
- (b) BREACH OF ARTICLE 28 (Confidentiality) or ARTICLE 36 (Press Release or Other Public Communication);
- (c) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER ARTICLE 10 (Indemnification and Insurance) and ARTICLE 27 (Patent and Copyright Indemnification); OR
- (d) DAMAGES ARISING FROM THE CONTRACTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

iii. 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.

c) Disclaimer of Liability

THE CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY THE CONTRACTOR'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 COUNTY OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR

TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF COUNTY'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

- d) 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 Article 26 will survive failure of any exclusive remedies provided in this Agreement.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants, to the Contractor's best knowledge and belief, that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County against all compensatory damages and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability that a court may finally award to the extent the claim alleges that a Service provided to County 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:
 - i. the County's, its Affiliate's or a User's content;
 - ii. modifications to the Service by the County, its Affiliates or third parties, or combinations of the Service with any services or products not provided by the Contractor;
 - iii. Contractor's adherence to County's or its Affiliate's written requirements; or
 - iv. use of the Service in violation of this Agreement

The Contractor shall also defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Contractor's option, to (i) modify the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- d) The County agrees at its expense to defend or settle any third-party claim against the Contractor, 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: (i) arises out of the County's, or a User's access to, or use of, the Services and the claim is not the responsibility of the Contractor under Article 27(a); (ii) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Article 27(a) or (iii) alleges a breach by County, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.
- e) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor modify, the alleged infringing item(s) at its own expense; without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- f) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- g) The party seeking defense or settlement of a third party claim under this Article 27, 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 Article 27.

ARTICLE 28. CONFIDENTIALITY

- a) Confidential Information means: (i) 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 or as further defined hereunder; and (ii) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.
- b) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or in which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers

for any purpose other than performance under this agreement and/or for the benefit of the County, unless required by law.

- c) The forgoing notwithstanding, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- d) The Contractor shall advise its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- e) 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): (i) be held in confidence; (ii) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of the Contractor, the ability to utilize the County's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (iii) 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 Article 28), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process). The restrictions in this Article will not apply to any information that: (i) is independently developed by the receiving party; (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.
- f) Each party is responsible for complying with the privacy laws applicable to its business. If the County does not want Contractor personnel to comprehend County data to which they may have access in performing Services, the County should encrypt such data so that it will be unintelligible. Until directed otherwise by the County in writing, if the Contractor designates a dedicated account representative as the County's primary contact with the Contractor, the County authorizes that representative to discuss and disclose the County's proprietary network information (CPNI) to any employee or agent of the County without a need for further authentication or authorization.
- g) Notwithstanding the foregoing, the County is subject to Florida's Pubic Records laws as codified in Chapter 119 of the Florida Statues, the County's compliance with Florida Public Records laws, or good faith attempt to comply with Florida's Pubic Record laws shall not be considered a breach of this Agreement.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Contractor's employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder and furnished by the Contractor to the County and created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement.

The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed

Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in a Pricing Schedule or Purchase Order.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission and Public Trust hotline at (786) 314-9560 or information that may be available at: <http://www.miamidadeeethics.com> .

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter

(1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award. Any Services that are noted above that may become non-exempt, will require Contractor to review and agree to operational supportability.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Exclusions of Charges. County agrees to work cooperatively with the Contractor to implement a payment mechanism that will exempt 3rd party charges that are verified to be "pass through" in nature. These charges shall include but are not limited to Dade County Ordinance #83-3

("Manhole Ordinance"), FCC or other mandated regulatory fees, 3rd party communication services or charges, where provisions of this County Ordinance should not be applied.

In accordance with the requirements for the collection of fees under Articles 32, the Contractor hereby agrees to provide the County billing documentation in a form that will clearly delineate and summarize amounts applicable for Ordinances 99-63 on each invoice presented. These amounts will be shown as individual "IG" credits in the invoice summary section. Upon request, to comply with internal review requirements, the County will be provided with a summary of charges where this ordinance did not apply.

Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

All incumbent services/charges currently provided by the Contractor are eligible for inclusion as to the application of Ordinance 99-63 with the exception of those items deemed exempt from this ordinance as set forth under this Article.

All services the County may elect to purchase after the Effective Date of this Agreement, will be evaluated on an individual case basis, as to the operational supportability and the process for collections of this Ordinance fees, and will be noted in the Contractors Pricing Schedules.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Environmental Protection Agency (EPA), as applicable to this Contract.
- c) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to; the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- d) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities (ADA) Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95 or any revisions of the referred ADA legislation as updated under the ADA Amendments Act of 2008 (P.L. 110-325). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards

applicable under this Agreement and those provided by statute, the stricter standard shall apply.

- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work or Services being performed hereunder or the terms of this agreement, unless the Contractor first obtains the written approval of the County. Such approval may be withheld by the County if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida, 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.

ARTICLE 39. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

County represents that it is subject to the requirements and regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which requires the County to protect against the improper use or disclosure of Protected Health Information (as defined in 45 CFR 160.103) ("PHI"). It is the County's responsibility to implement the security methodologies it deems appropriate to secure PHI. The Services provided hereunder do not require the

disclosure to or use by AT&T of PHI, and AT&T will take reasonable measures to prevent its employees and agents from obtaining unauthorized access to the County's PHI. In the event that AT&T obtains access to the County's PHI in providing Services under this Agreement, AT&T will treat all such data as Confidential Information.

ARTICLE 40. COUNTY USER ACCESS PROGRAM (UAP)

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this Agreement is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Agreement, or any Agreement resulting from this solicitation and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Exclusions of Charges. County agrees to work cooperatively with the Contractor to implement a payment mechanism that will exempt 3rd party charges that are verified to be "pass through" in nature. These charges shall include but are not limited to Dade County Ordinance #83-3 ("Manhole Ordinance"), FCC or other mandated regulatory fees, 3rd party communication services or charges, where provisions of this County Budget Ordinance should not be applied.

In accordance with the requirements for the collection of fees under Article 40, the Contractor hereby agrees to provide the County billing documentation in a form that will clearly delineate and summarize amounts applicable for Ordinance 03-192 on each invoice presented. These amounts will be shown as individual "UAP" credits in the invoice summary section. Upon request, to comply with internal review requirements, the County will be provided with a summary of charges where these two respective ordinances did not apply

Contractor Compliance. If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with this Agreement.

All incumbent services/charges currently provided by the Contractor are eligible for inclusion as to the application of Ordinance 03-192 with the exception of those items deemed exempt as set forth under this Article.

All services the County may elect to purchase after the Effective Date of this Agreement will be evaluated on an individual case basis, as to the operational supportability and the process for collections of this Ordinance fee, and will be noted in the Contractors Pricing Schedules.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. E-RATE

If and to the extent that any agency of the County intends to seek funding through the Federal Universal Fund program known as "E-rate" for some or all of the Services or Service Components purchased under this Agreement, the terms and conditions of Attachment D ("E-rate Rider") shall apply and the applicable County agency shall execute such rider as appropriate. County requests AT&T assistance where allowed by law.

ARTICLE 43. CONTRACTOR EQUIPMENT

Services may include use of certain equipment owned by Contractor that is located at the Site ("Contractor Equipment"), but title to the Contractor Equipment will remain with Contractor. The County must provide electric power for the Contractor Equipment and keep the Contractor Equipment physically secure and free from liens and encumbrances.

The County will bear the risk of loss or damage to the Contractor Equipment (other than ordinary wear and tear), where such equipment is located on County property and except to the extent caused by the Contractor or its agents.

ARTICLE 44. SOFTWARE

Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software provided in connection with the Services remains with the Contractor or its supplier. The County must comply with all such terms and conditions, which shall take precedence over this Agreement as to such software, subject to the provisions of Florida law, including but not limited to chapter 119 of the Florida Statutes.

ARTICLE 45. COUNTY'S COOPERATION

- a) Access Right – The County will in a timely manner allow the Contractor to access property and equipment that the County controls as reasonably required to provide the Services, and the County will assist the Contractor in obtaining timely access to property that the County does not control (other than public property) as reasonable 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 reasonably necessary for the County's connection to the Contractor's network. The County must provide the Contractor timely information and access to the County's facilities and equipment as the Contractor reasonably requires to provide the Services, subject to the County's reasonable security policies. The County 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) as may be negotiated by the parties.

- b) Safe Working Environment – The County will ensure that the location at which the Contractor 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. The Contractor does not handle, remove or dispose of Hazardous Materials, and the Contractor has no obligation to perform work at a location that is not a suitable and safe working environment. The Contractor will not be liable for any Hazardous Materials.

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ARTICLE 46. 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.

ARTICLE 47. 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.

ARTICLE 48. 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.

ARTICLE 49. COMPLIANCE WITH LAWS

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

ARTICLE 50. NO THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the County and the Contractor, 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.

ARTICLE 51. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Article 44 (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.

The County has requested that the Contractor sign this Master Agreement first, and the Contractor has agreed to do so. This Agreement as signed by the Contractor, shall be binding upon Customer as of the effective date. Contractor will begin implementing the Agreement when a fully signed copy is returned by Customer. Further, any and all changes made to the Agreement after signature by the Contractor shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: *Natasha J. Ball*

By: _____

Name: *Natasha J. Ball*
Title: *Customer Contract Specialist*

Name: _____

Date: *08/12/11*

Title: _____

Date: _____

Attest: *see Secretary's*
 Corporate Secretary
 certificate attached

Attest: _____
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

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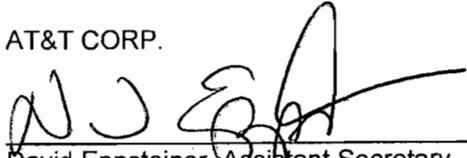
SECRETARY'S CERTIFICATE

The undersigned, David Eppsteiner, Assistant Secretary, AT&T Corp. (the "Company"), a United States corporation duly organized and validly existing under the laws of the State of New York, does hereby certify:

1. That he is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That the Company has established internal approval levels and requirements which govern Company's employees' authorization to sign on behalf of the Company, and that, according to such approval levels and requirements, Natasha J. Ball, Customer Contract Specialist, has the authority to sign the attached Contract No. BW9403-3/19, Local Telecom Services – Voice and Data between AT&T Corp. and Miami-Dade County, signed 8/12/11.
3. That he is one of the fully authorized and proper officers of the Company to make certificates in its behalf and that he has caused this Certificate to be executed and the seal of the Company to be hereunto appended as of the 16th day of August, 2011.

[CORPORATE SEAL]

AT&T CORP.



David Eppsteiner, Assistant Secretary

Personal Business About AT&T



Hosted by AT&T and powered by AT&T ICDS.

Contract BW9403-3/19 LOCAL TELECOM SERVICES - VOICE AND DATA - Exhibit 1

AT&T Acceptable Use Policy

Introduction

AT&T is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission and text messaging and preserving for all of its Customers the ability to use AT&T's network and the Internet without interference or harassment from other users. The AT&T AUP ("AUP") is designed to help achieve these goals.

By using IP Service(s), as defined below, Customer(s) agrees to comply with this Acceptable Use Policy and to remain responsible for its users. AT&T reserves the right to change or modify the terms of the AUP at any time, effective when posted on AT&T's web site at www.att.com/aup. Customer's use of the IP Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to the AT&T services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Prohibited Activities

General Prohibitions: AT&T prohibits use of the IP Services in any way that is unlawful, harmful to or interferes with use of AT&T's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the AT&T-branded website or from a website that contains AT&T-branded content is a violation of this AUP.

Unlawful Activities: IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of AT&T or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: IP Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those IP Services that utilize AT&T provided web hosting, AT&T reserves the right to decline to provide such services if the content is determined by AT&T to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors: AT&T complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org or www.att.com/safety.

Child Pornography: IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AT&T at the following e-mail address: cp@abuse-att.net. AT&T will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail/Usenet Abuse: Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using IP Services. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the AT&T network or of the networks with which AT&T Interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Contract BW9403-3/19 LOCAL TELECOM SERVICES - VOICE AND DATA - Exhibit 1**Security Violations**

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AT&T's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;
- using manual or automated means to avoid any use limitations placed on the IP Services;
- providing guidance, information or assistance with respect to causing damage or security breach to AT&T's network or systems, or to the network of any other IP Service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. AT&T has no responsibility for any material created on the AT&T's network or accessible using IP Services, including content provided on third-party websites linked to the AT&T network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AT&T of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in AT&T taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, AT&T may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

AT&T reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines, that the conduct may: (1) expose AT&T to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AT&T's network or networks with which AT&T is interconnected, (3) interfere with another AT&T Customer's use of IP Services or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to AT&T or AT&T Customers.

AT&T has no obligation to monitor content of any materials distributed or accessed using the IP Services. However, AT&T may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the AT&T network and its customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an AT&T Customer (or its user) should be directed to abuse@att.net. Where possible, include details that would assist AT&T in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the IP Services in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") in accordance with the process detailed at <http://www.att.net/general-info/claims.html> and directed to the designated agent listed below:

AT&T's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

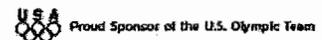
Designated Agent: Manager of Security & Copyright Infringement
 1800 Perimeter Park Drive, Suite 100
 Morrisville, NC 27560
 Phone: (919) 319-5737
 Fax: (919) 319-8154
 E-mail: copyright@att.com

Contact Information: Any notification that AT&T sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with AT&T, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify AT&T of any change of contact information.

Effective Date: October 15, 2008

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 36 USC 220506





CONTRACT BW9403-3/19 – LOCAL TELECOM SERVICES – VOICE & DATA
AT&T CONTRACT ATTACHMENT INDEX

Pricing Schedule(s) and Attachment(s) to Contract No. BW9403-3/19 between Miami-Dade County and AT&T Corp., as of the "Effective date" of the Agreement.

- 1) The following (2) Pricing Schedule Addendums are collectively known as "Attachment A".
 - a) Case Number FL10-2661-01 – Addendum to Pricing Schedule Contract Service Arrangement (CSA) Agreements for regulated telecommunication and network services.
 - b) Case Number FL10-3548-01 – Addendum to Pricing Schedule Contract Service Arrangement (CSA) Agreement FL02-G084-00 for Frame Relay Services.

Illustrative Table of Service Description(s) and associated CSA contract #'s:

Item	Service Description	Contract (CSA) #
1	2 B-Channel Transfer	FL02-B826-05
2	PRI	FL02-C882-02
3	Business Lines	FL02-C973--03
4	Trunks/NARS	FL02-D261-02
5	Centrex	FL02-E371-00
6	Synchronet	FL02-F966
7	BRI	FL02-G050
8	Frame Relay	FL02-G084
9	MEG-CS, DS1 Flat Rate	FL02-G120
10	Analog Data	FL03-E213
11	Smart Ring – CSA	FL05-1617-03
12	Metro Ethernet	FL05-3316-00
13	PRI Screening Tables	FL05-B952
14	Analog Private Lines	FL06-E626-00
15	DS3, OC3, Life Safety Light Gate Services (i.e. DS-3, etc) (for County First Responders Only)	FL05-H191-01

- 2) "Attachment B" - Optional to Purchase Services and Equipment to support non-regulated network services, telecommunication systems, fixed network equipment, installation services and related professional services.
- 3) "Attachment C" - Pricing Schedule for Wholesale Digital Subscriber Line (DSL) Transport.
- 4) "Attachment D" - E-rate Rider Attachment Exhibit for Services defined under the Federal Universal Services Fund Program.

Contract No. BW9403-3/19
LOCAL TELECOM SERVICES – VOICE AND DATA

Attachment A

Contract Service Arrangement (CSA) Agreements

- **Case No FL10-2661-01**
- **Case No FL10-3548-01**



Addendum Agreement

Case Number FL10-2661-01

AT&T MA Reference No. _____

CUSTOMER ("Customer") MIAMI DADE COUNTY Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33176- <u>Billing Address</u> Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33176-	AT&T ("AT&T") For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices) Name: ANGEL PETISCO Title: DIRECTOR Telephone: 305-596-8770 Fax: - - Email: APA@MIAMIDADE.GOV Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33176-	AT&T Sales Contact Information and for Contract Notices Name: ESTHER MARTIN Title: ACCOUNT MANAGER Telephone: 305-569-7274 Fax: - - Email: EM6388@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: - - Fax: - - Email: _____ Agent Code: _____	

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, LLC, d/b/a AT&T Southeast, ("Company") and MIAMI DADE COUNTY ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change to Pricing Schedules Contract Service Arrangement (CSA) Agreements FL02-1535-03 and FL05-H191-01. This Pricing Schedule Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 11/30/2011.

- Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete

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Addendum Agreement

Case Number FL10-2661-01

and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.
4. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges and conditions as described in the Attachment(s) ("Service"). The rates, charges and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this CSA Agreement. For purposes of the effectiveness of the terms and conditions contained herein, this CSA Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
5. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services. Subscriber may also order other additional tariffed services pursuant to the rates, charges, and conditions for such other tariffed services and other services that may be ordered pursuant to rates, charges, and conditions under a special service arrangement.
6. This CSA Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff, incorporated herein by reference and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this Service.
7. Any tariff referenced in this CSA Agreement shall be understood to refer to the tariff in effect at the time of execution of this CSA Agreement. To the extent that any subsequent tariff changes conflict with any provision of this Agreement, the rates, charges, and conditions herein shall prevail.
8. This CSA Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this CSA Agreement shall be null, void, and of no effect.
9. If Subscriber cancels an Order for Services under this CSA Agreement prior to the completed installation of the Service, but after the placement of the Order by Subscriber, Subscriber shall pay all reasonable costs incurred in the implementation of the Order prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of the Order had been completed by Company. Such costs would not include the monthly recurring charges for the Services.
10. (a) If Subscriber cancels a Service ordered under this CSA Agreement at any time prior to expiration of the service period set forth in the Order for such Service for reasons other than moving such Services to a third party, Subscriber shall be responsible for the lesser of the differential charge or the sliding scale charge as provided below. The differential charge shall be the difference in term rate billed to Subscriber for the cancelled Services and the term rate that would have been charged based on actual length of time the Services were in



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use. The sliding scale charge shall be the termination charges equal to the following percentages of the total monthly charges which would have become due for the remainder of the minimum service period agreed to by Company and Subscriber if such cancellation had not occurred: 75% if terminated in the first year of Service (months 1 through 12); 50% if terminated in the second year of Service (months 13 through 24); 25% if terminated in the third year of Service (months 25 through 36); and 15% if terminated after 37 months of Service.

(b) If Subscriber cancels a Service ordered under this CSA Agreement at any time prior to expiration of the service period set forth in the Order for such Service and moves such Services to a third party, Subscriber shall be responsible for all termination charges equal to all charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

(c) Subscriber will not be liable for termination charges specified in Section 8(a) above (i) if Subscriber migrates to another or different order of service as provided for and as specified in the Company's lawfully filed tariff, (ii) if the Services remain the same under a different rate structure as provided for in this CSA Agreement with the same term or longer, (iii) if Subscriber discontinues a government service or the use of a government facility such that the Services no longer become necessary, (iv) if funding to Subscriber for such Services becomes unavailable, (v) if Subscriber assigns this CSA Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this CSA Agreement, or (vi) for Services that Subscriber migrates to its own network up to an amount that does not exceed forty percent (40%) of the highest total billing amount for Services ordered under the CSA Agreement at any given time over the Term of the CSA Agreement; provided, however, that migrations to a third party shall be subject to full termination charges as set forth in Section 10(b) above. An annual review will occur at the end of each contract year to determine whether termination charges are applicable and due. At the end of the term of the applicable CSA Agreement, a final adjustment shall be made.

11. This CSA Agreement shall be governed and construed in accordance with the laws of the State of Florida, without application of conflicts of law principles.
12. Except as otherwise provided in this CSA Agreement, notices required to be given pursuant to this CSA Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate Party at the address set forth below. Either Party hereto may change the name and address to whom all notices or other documents required under this CSA Agreement must be sent at any time by giving written notice to the other Party.

Company

BellSouth Telecommunications, LLC
Assistant Vice President
7650 NW 19 Street, Suite 600
Miami, Florida 33126

Subscriber

Miami-Dade County Government
Director, Field Management Services Division
10300 Sunset Drive – Suite 450
Miami, Florida 33173

13. Subscriber may not assign its rights or obligations under this CSA Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
14. No other customer, public or private, shall be entitled to access this CSA Agreement, or procure the good or Services offered hereunder, without the express written agreement of BellSouth.
15. In the event that one or more of the provisions contained in this CSA Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this CSA Agreement shall continue in full force and effect.

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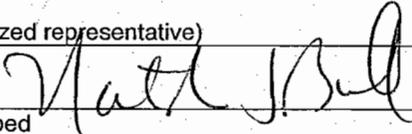
16. No delay or failure by the County or Company to enforce performance of the terms or conditions hereof shall constitute a waiver of or affect the County's or Company's right to avail itself of such remedies as it may have for any breach of the terms hereof.

The applicable State of Florida Statute(s) shall determine the amount of time in which a Party may take action related to this CSA Agreement.

17. This CSA Agreement is the result of negotiation between the Parties hereto and has been typed by one Party for the convenience of both Parties, and the Parties covenant that this CSA Agreement shall not be construed in favor of any of the Parties hereto.

18. The Parties understand and agree that at the time of execution of this CSA Agreement, the Company's rates, terms and conditions for delivery of the Services are subject to government regulation. In the event that at any time during the term of this CSA Agreement the government deregulates the rates, terms or conditions for delivery of the Services and as a result of such deregulation the Company is authorized to provide such Services to the Subscriber at rates, terms or conditions more favorable to the Subscriber than those set forth in this CSA Agreement, the Company agrees to negotiate on a good faith basis with the Subscriber with a view to providing the Services at more favorable rates, terms or conditions.

19. The County has requested that the Contractor sign this Master Agreement first, and the Contractor has agreed to do so. This Agreement as signed by the Contractor, shall be binding upon Customer as of the effective date. Contractor will begin implementing the Agreement when a fully signed copy is returned by Customer. Further, any and all changes made to the Agreement after signature by the Contractor shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: 
Printed or Typed Name:	Printed or Typed Name: Natasha J. Ball
Title:	Title: Customer Contract Specialist
Date:	Date: 08/12/11
Approved as to form and legal sufficiency	
Title: Assistant County Attorney	
Date:	

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Service Provider: BellSouth Telecommunications, LLC d/b/a AT&T Southeast

Offer Expiration: This offer shall expire on: 11/30/2011.

Service Interval: Estimated service interval following acceptance date: Negotiable weeks.

SERVICE: This Addendum Agreement offers an extension to the service period of the Customer's existing Basic Local Exchange service, BellSouth® Primary Rate ISDN – Voice/Data (Standard) service, ISDN - Business Service (IBS), intrastate, intraLATA BellSouth® LightGate® 1 service and LightGate® OC3 service, Analog Private Line service, CrisisLinkSM service Direct-Inward-Dialing (DID) Service, MegaLink® Channel Service, Metro Ethernet service, 9-1-1 PinPoint® service, Remote Call Forwarding Service, intrastate, intraLATA OC-12 BellSouth® SMARTRing® service, SynchroNet® Service, Primary Rate ISDN Remove Screening Table, Trunks, Accupulse service, Analog Data service, Bill Management Service, and Centrex service for multiple systems and other local services.

Each Centrex system will terminate coterminous with the expiration date of this contract regardless of the installation date of the individual systems.

This Agreement supersedes FL05-3316-00 for Metro Ethernet Service. Metro Ethernet service is moved to Contract Service Arrangement FL05-1617-03 via this Addendum Agreement. Effective with signature of this Agreement, all terms and conditions of this FL05-1617-03 apply to Metro Ethernet service.

PRICING SCHEDULE TERM: This Addendum Agreement provides for a sixty (60) month service period from the Company date of acceptance of this Addendum Agreement.

ORDER OF PRECEDENCE: If any terms or conditions of this Pricing Schedule are inconsistent with the terms of the Agreement, the terms of this Pricing Schedule shall take precedence.

CREDIT: Contingent upon Customer executing this Agreement for a sixty (60) month term, Company will provide the Customer, no earlier than the third month and no later than the sixth month, following the implementation of the proposed contract rates, a one-time credit of \$537,501.00.

In the event the Company reduces the rate(s) charged for services purchased under this CSA Agreement, and/or if the tariff rate(s) for said services is/are reduced below rates contained in this CSA Agreement, then the County shall receive the benefit of the lower rate(s) for said Services, provided that the County continues to receive Services for a period time equal to or greater than the amount of time remaining in the term of the CSA Agreement. If Company agrees to provide any similarly situated local government customer within the State of Florida more favorable terms, conditions and pricing, Company agrees to offer those terms, conditions and pricing to County, subject to legal and regulatory considerations, including but not limited to Florida Statute 364, upon request by the County. The factors that will be used to determine whether a local government customer in the State of Florida is similarly situated include the aggregate of: quantity of services, terms and conditions of services, billing levels associated with total AT&T services purchased, geographic location of services, mix of services and facility availability. This CSA Agreement will be reviewed annually for purposes of this provision, and if it is determined that the County's rates are not as favorable as those AT&T offers to a similarly situated local government customer in the State of Florida, then AT&T will provide a one time credit that reflects a retroactive application of the more favorable local government rates to the effective date of such rates for those similarly situated customers. AT&T will provide such credit to the County within 30 days of the annual review.

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All terms and conditions of Contract Service Arrangement Agreement of the following Agreements apply to this Addendum Agreement unless modified herein.

FL02-E371-02	FL05-3316-00	FL03-E213-04
FL05-H191-01	FL02-D261-02	FL06-E626-00
FL02-C973-03	FL05-1617-03	
FL02-B826-05	FL02-G120-00	
FL02-C882-02	FL02-F966-00	
FL05-B952-00	FL02-G050-00	

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	ISDN - Business Service (IBS), Interface, Basic Rate DSL Access Arrangement, Business Service, Per DSL - Flat Rate Threshold Pricing Plan (a) ISDN Access (5ESS/DMS) (Addendum to FL02-G050-00. Change monthly rate)	\$.00	\$40.00	LQTTB
2	ISDN - Business Service (IBS), Interface, Channels Activated, B. Channel (Maximum of 2) (1) Circuit Switched Voice/Data, each (a) Flat Rate Threshold Pricing (Addendum to FL02-G050-00. Change monthly rate)	\$.00	\$9.35	LQGFY
3	ISDN - Business Service (IBS), Interface Users, Access to B Channel CSV/CSD, Flat Rate Threshold Pricing Plan (a) Each (Addendum to FL02-G050-00. No change to rate)	\$.00	\$.00	LQAFY
4	ISDN Threshold Pricing, Basic Rate DSL Access Arrangement, Business Service (Addendum to FL02-G050-00. Add rate element)	\$.00	\$40.00	LQTEB
5	ISDN Terminal Service Profile (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	EWSTQ

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RATES AND CHARGES

6	ISDN Access to B Channel Voice Flat Rate (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	LQAVX
7	ISDN Access to B Channel Data Flat Rate (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	LQADX
8	Hunting, each (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	HTG
9	Circuit switched data call hunting feature, each (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	HTGSD
10	Call Tracing (*57) (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	NST
11	Call Return (*69) (Addendum to FL02-G050-00. Add rate element)	\$.00	\$ 1.14	NSS
12	Call Block (*60) (Addendum to FL02-G050-00. Add rate element)	\$.00	\$ 2.50	NSY

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RATES AND CHARGES

13	Repeat Dialing (*66) (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	NSQ
14	Denial of Call Trace (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	HBG
15	Ch Activated B Ch Flat Rate Circuit Switched Voice/Data (Addendum to FL02-G050-00. Add rate element)	\$.00	\$16.25	LPRFX
16	Individual Lne ISDN-Low Volume Access/Digital Sub Line (DSL) (Addendum to FL02-G050-00. Add rate element)	\$.00	\$40.00	LTBLB
17	ISDN User Profile Flat Rate, Includes Caller ID (Addendum to FL02-G050-00. Add rate element)	\$.00	\$.00	LTQ8Y
18	BellSouth® LightGate® service LightGate service Local Channel Systems -LightGate 1 Basic System -Per System (Provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	HFSC7

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RATES AND CHARGES

19	BellSouth® LightGate® service LightGate OC-3 Local Channel Includes 1st .5 Air Mile (Provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	HFSO3
20	BellSouth® LightGate® service LightGate service Local Channel Mileage -Mileage for all LightGate service Local Channel Systems -Each additional one-half mile (Provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	1LPEA
21	BellSouth® LightGate® service Interoffice Channels -LightGate 1 service -Per DS3 -0-8 miles -Fixed (Provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	1LPS8
22	BellSouth® LightGate® service Interoffice Channels -LightGate 1 service -Per DS3 -0-8 miles -Per Mile (provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	1LPE8

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RATES AND CHARGES

23	BellSouth® LightGate® service Interoffice Channels -LightGate 1 service -Per DS3 -9-25 miles -Fixed (Provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	1LPS9
24	BellSouth® LightGate® service Interoffice Channels -LightGate 1 service -Per DS3 -9-25 miles -Per Mile (provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	1LPE9
25	BellSouth® LightGate® service LightGate service Local Channel Systems -Customer Channel Interfaces - Per DS1 (provisioning) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$.00	1PQF1
26	LightGate DS1 Electrical Interface Equipment (Addendum to FL05-H191-01. Add rate element)	\$.00	\$9.18	FQA1X
27	LightGate 1&2 DS1 Electrical Interface Equipment (Addendum to FL05-H191-01. Add rate element)	\$.00	\$15.00	FQB1X

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RATES AND CHARGES

28	Local Flat Rate NAR Usage LightGate Combination (Addendum to FL05-H191-01. Add rate element)	\$.00	\$16.00	NQG
29	BellSouth® LightGate® service LightGate-1 Flat Rate (includes 1-HFSC7 (system), 1-1PQE8(interface), x-1PQE9(per mile), x-1LPE9(per mile), x-1LPE8(per mile), 1-LPS8(fixed), 1-1LPS9(fixed), x-1LPE8(per mile), 1-1PQF1(interface)) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$1,600.00	WCC2U
30	BellSouth® LightGate® service OC3 LightGate Flat Rate (inc:1-HFS03(system), 1-1PQE8(interface), 1-1PQF1(per mile), 1-1LPEA (per mile)) (Addendum to FL05-H191-01. Add rate element)	\$.00	\$2,000.00	WCC2W
31	BellSouth® LightGate® service (SAFT) SAFT II, per 1/2 Air Mile (Like 1L8SP) (Addendum to FL05-H191-01. Change to a SA USOC. No change to rate.)	\$.00	\$352.00	
32	BellSouth® LightGate® service IOF Channel, DS3, 9-25 miles, per mile (Like 1LPE9) (Addendum to FL05-H191-01. Add rate element with a SA USOC)	\$.00	\$.00	

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RATES AND CHARGES

33	BellSouth® LightGate® service Local Channel Mileage, per Additional Mile (Like 1LPEA) (Addendum to FL05-H191-01. Change to a SA USOC. No change to rate)	\$.00	\$93.50	
34	BellSouth® LightGate® service COCL, IOF System, per DS1 (Like 1PQE8) (Addendum to FL05-H191-01. Change to a SA USOC with no change to rate)	\$.00	\$9.35	
35	BellSouth® LightGate® service CUCI, Local System, per DS1 (Like 1PQF1) (Addendum to FL05-H191-01. Change to a SA USOC with no change to rate)	\$.00	\$9.35	
36	BellSouth® LightGate® service Basic Local System, LightGate 1, per system (Like HFSC7) (Addendum to FL05-H191-01. Change to a SA USOC with no change to rate)	\$.00	\$792.00	
37	Access Line Connection to ISDN from Existing Customer Facilities - No Rate (Provisioning USOC) (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	1LD1F

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RATES AND CHARGES

38	BellSouth® Primary Rate ISDN, Access Line (For PRI Voice/Data (Standard) service only) (Addendum to FL02-C882-02. No change to rate element)	\$.00	\$.00	1LD1E
39	Access Line Connection to ISDN from Existing Customer Facilities (Like 1LD1F) (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	
40	BellSouth® Primary Rate ISDN, Interoffice Channel, Each channel, Fixed Monthly Rate (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	1LN1A
41	BellSouth® Primary Rate ISDN, Interoffice Channel, Each channel, Each airline mile or fraction thereof (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	1LN1B
42	BellSouth® Primary Rate ISDN, Interface, -Each, Digital Data Only Option (Addendum to FL02-C882-02. Add rate element)	\$.00	\$361.25	PR71D
43	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) (Provisioning) (Addendum to FL02-C882-02. No change to rate element)	\$.00	\$.00	PR71V

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44	BellSouth® Primary Rate ISDN, B-Channels, Digital Data Only Option (Addendum to FL02-C882-02. Add rate element)	\$.00	\$20.83	PR7BF
45	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) (Addendum to FL02-C882-02. No change to rate element)	\$.00	\$.00	PR7BV
46	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface (Addendum to FL02-C882-02. Change monthly rate)	\$.00	\$10.00	PR7CN
47	PRI Facility Group 2Way Call Type (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7CC
48	PRI Voice/Data Option Arranged for use with 911 PinPoint Svc (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR79X
49	BellSouth® Primary Rate ISDN, D-Channel - No Rate (Provisioning USOC) (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7EX

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RATES AND CHARGES

50	PRI Data Only Application (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7DX
51	PRI Rate ISDN Voice/Data App (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7RX
52	BellSouth® Primary Rate ISDN, PRI Overflow Feature for Voice/Data Arrangements -Per analog and digital arrangement (Addendum to FL02-C882-02. Change monthly rate)	\$.00	\$20.00	PR7OF
53	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way (Addendum to FL02-C882-02. Change monthly rate)	\$.00	\$0.10	PR7TF
54	BellSouth® Primary Rate ISDN, Telephone Numbers for BellSouth Primary Rate ISDN Voice/Data and Digital Data Only options, -Per telephone number requested outward only - No Rate (Provisioning Only) (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7TO
55	Flat Rate Primary Rate ISDN (1-1LD1E,1-PR71V,23-PR7BV) (Addendum to FL02-C882-02. Change monthly rate)	\$.00	\$485.00	WDDKR

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56	Flat Rate Primary Rate ISDN Voice/Data (Standard) with Access Line Connection to ISDN from Existing Customer Facilities -Per PRI (1-1LD1F,1-PR71V,23-PR7BV) (Addendum to FL02-C882-02. Add rate element)	\$.00	\$485.00	WHHSW
57	Transport Facility between COs in diff TMRCs, per PRI (Addendum to FL02-C882-02. Change monthly rate)	\$.00	\$450.00	WHH9U
58	Attendant Direct Station Selection, per Digital ESSX Station (Addendum to FL02-C882-02. Change monthly rate)	\$.00	\$27.00	WHH9V
59	PRI Tel # Identifier EWSD Only (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7TE
60	BellSouth Primary Rate ISDN, Telephone Numbers for BellSouth Primary Rate ISDN (Addendum to FL02-C882-02. Add rate element)	\$.00	\$.00	PR7TO
61	IntraLATA Private Line Service, Voice Grade Bridge, Four-Wire (Type 2435) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$10.00	BQ9

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62	IntraLATA Private Line Service, Voice Grade Local Channel, first (Addendum to FL06-E626-00. Add rate element)	\$.00	\$43.00	P2JMX
63	IntraLATA Private Line Service, Voice Grade Local Channel, additional (like P2JMX) (Addendum to FL06-E626-00. Add rate element)	\$.00	\$43.00	
64	IntraLATA Private Line Service, Voice Grade Local Channel, first (Addendum to FL06-E626-00. Add rate element)	\$.00	\$.00	P2JNX
65	IntraLATA Private Line Service, Voice Grade Local Channel, additional (like P2JNX) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$125.00	
66	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230, first (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$80.00	P2JUX
67	Local Channels, Voice Grade, Per point of termination, Voice, Type 2230, additional (like P2JUX) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$74.00	

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RATES AND CHARGES

68	Local Channels IntraLATA Private Line Voice Grade, Type 2435, first (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$125.00	P2JWX
69	Local Channels IntraLATA Private Line Voice Grade, Type 2435, additional (like P2JWX) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$125.00	
70	Pvt Ln Ch-Connects Additional Stations to Local Channel-Type 2001 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$2.74	4SE1X
71	Pvt Line Channel-Stn Terminal, Band 5-Type 5201-2Wire (Addendum to FL06-E626-00. No change to rate)	\$.00	\$157.05	9B52Q
72	Private Line Svc, Circuit Termination, no rate (Addendum to FL06-E626-00. No change)	\$.00	\$.00	CTG
73	Local Channels, Voice Grade, Per point of termination, Voice, Type 2231, first and additional (Addendum to FL06-E626-00. No change)	\$.00	\$85.54	P2JHX

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RATES AND CHARGES

74	IntraLATA Private Line Voice Grade Local Channel, first and additional (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$88.00	P2JKX
75	IntraLATA Private Line Voice Grade Local Channel, first and additional (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$125.00	P2JQX
76	IntraLATA Private Line Voice Grade- C1 Type, first and additional (Addendum to FL06-E626-00. Add rate element)	\$.00	\$2.13	P2W
77	Interoffice channel mileage voice grade service, series 2000, 9-25 Miles, fixed monthly (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$55.00	3LBBS
78	Interoffice channel mileage voice grade service, series 2000, 9-25 Miles, per mile (like 3LBBS) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$5.50	
79	Pvt Line Interofc Channel Voice Grade per Mile, 1-8 miles, per mile (like 3LBBS) (Addendum to FL05-5720-00. No change to rate)	\$.00	\$3.19	WBB6V

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80	Interoffice Channel, 9-25 Miles, Subrate Kbps (Like 3LBBS) (Addendum to FL05-5720-00. Add rate element)	\$.00	\$99.79	WVVHV
81	Interoffice Channel, 9-25 Miles, Subrate Kbps (Like 3LBBS) (Addendum to FL05-5720-00. No change to rate)	\$.00	\$3.19	WVVHW
82	Interoffice Channel, over 25 miles, Subrate Kbps (Like 3LBBS) (Addendum to FL05-5720-00. No change to rate)	\$.00	\$5.57	WVVHX
83	Interoffice Channel, Over 25 miles, Subrate Kbps (Like 3LBBS) (Addendum to FL05-5720-00. No change to rate)	\$.00	\$99.79	WVVHY
84	Mileage Private Line Channel (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$3.09	1L3QE
85	Loc Channel Different Building Continuous Property-.10 Mile (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$3.09	1LPGE
86	Pvt Ln Ch, Same Bldg-Type 1109 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$3.09	24A9J

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87	Private Line Channel-Addl Stn Same Prem-Type 1009, 1109 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 7.75	2679J
88	Pvt Ln Ch, Same Bldg-Type 2101 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 5.22	2SE1Q
89	Pvt Ln Ch, Same Bldg-Type 2122 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 10.46	2SEEX
90	IntraLATA Private Line Service, Interoffice Channel, Sub-Voice Grade, 1-8 Miles Fixed Charge (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 55.00	3LBAS
91	Pvt Ln Ch-Connects Additional Stations to Local Ch-Type 2001 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 2.74	4SE1X
92	Private Line Svc, Circuit Termination, No rate (Addendum to FL06-E626-00. No change to monthly rate)	\$.00	\$.00	CTG

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93	Multi-Station Non-Key System Termination Type 2101 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$9.00	MPG1X
94	Multi-Station Key System Term Type 2001 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$9.00	MPH1X
95	Pvt Line Multi Station Charge per Configuration, Type 2101 (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$35.00	MPJ1X
96	Non Published Service (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	NP3
97	Private Line Number of Working Loops (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	NWL
98	IntraLATA Pvt Line Sub-Voice Grade Local Channel (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$45.00	P1JAX
99	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2231 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCHL

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100	IntraLATA Pvt Ln-Voice Grade- Interexchange, 2231 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCHS
101	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2260 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCKL
102	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2464 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCNL
103	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2464 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCNS
104	IntraLATA Pvt Line-Voice Grade, (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCQL
105	IntraLATA Pvt Line-Voice Grade (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCQS
106	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2230 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCUL

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107	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2230 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCUS
108	IntraLATA Pvt Ln-Voice Grade- Intraexchange, 2435 (Addendum to FL06-E626-00. No Change to monthly rate)	\$.00	\$.00	PYCWL
109	IntraLATA Pvt Line-Sub Voice Grade- Intraexchange, (Addendum to FL06-E626-00. Add rate element)	\$.00	\$.00	PYKAL
110	Recorder Coupler-Voice Ctrld (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 7.25	RDLVC
111	Optional Features and Functions, Signaling Arrangements, Per local channel, Type (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 8.00	SAL
112	Signaling Arrangements, Per local channel, Type B (200-899 ohms) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 8.50	SAU
113	Signaling Arrangements, Per local channel, Type C (900 or more ohms) (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$ 1.60	SAY

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114	IntraLATA Pvt Line, Direct Served Channel Voice Grade (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$18.00	SDD2X
115	Pvt Lne Spec Routing-2 or more Pvt Lines Over Diff Routes (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$23.00	SL2
116	Signaling Arrangements, Per local channel, Ringdown-Automatic, each (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$20.00	SL5
117	IntraLATA Pvt Line, E&M Signaling Arrangement (Addendum to FL06-E626-00. Change monthly rate)	\$.00	\$18.00	SLM
118	IntraLATA Pvt Line, 1-8 miles (Addendum to FL06-E626-00. Add rate element)	\$.00	\$67.72	WCCVK
119	BellSouth® Centrex service, Payment Plan 5, Standard common equipment, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$270.00	M1ACS

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120	BellSouth® Centrex service, Payment Plan 5, Common equipment customized by the Company at the subscriber's request, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$270.00	M1ACC
121	BellSouth® Centrex service, Standard Features, per station line, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$3.00	CENAA
122	BellSouth® Centrex service, Payment Plan 5, Station Links, Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFA
123	BellSouth® Centrex service, Payment Plan 5, Station Links for 800 Service Termination, Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFB
124	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFC
125	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFD

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126	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFE
127	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFF
128	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFG
129	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFT
130	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFU

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131	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFV
132	BellSouth® Centrex service, Payment Plan 5, Station Links Terminated on Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LF3
133	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID, Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFH
134	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped with Caller ID and Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFW
135	BellSouth® Centrex service, Payment Plan 5, Station Links Equipped for Message Waiting Lamp Indication (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFJ

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136	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center, Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFM
137	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/PSET (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFO
138	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5009 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFP
139	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5209 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFQ
140	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5112 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFR

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141	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5312 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFS
142	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5008 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LF4
143	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5208 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LF5
144	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5216 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LF6
145	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for Electronic Business Sets/M5316 (DMS-100 only), Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LF7

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146	BellSouth® Centrex service, Payment Plan 5, Station Links for Provision in a Different Serving Wire Center for 800 service Termination, Flat Rate, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M4LFZ
147	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services, Flat Rate, each (Addendum to FL02-E371-02. No Change to monthly rate)	\$.00	\$.00	M4LF9
148	BellSouth® Centrex service, Payment Plan 5, Station Links Termination on MegaLink® service, LightGate® service, or Equivalent Services for 800 service Termination, Flat Rate, each (Addendum to FL02-E371-02. No Change to monthly rate)	\$.00	\$.00	M4LF2
149	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on non-continuous property, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M1FNX
150	BellSouth® Centrex service, Payment Plan 5, Bridged Links, located on different premises from station link on same continuous property, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M1FCX

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151	BellSouth® Centrex service, Payment Plan 5, Extended Bridged Links, extended to different premises, different serving wire center, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$8.75	M1FEX
152	BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel, each (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$24.23	M1GBC
153	BellSouth® Centrex service, Interoffice Channels, Per Non-ISDN service channel, per mile (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$1.60	M1GBM
154	BellSouth® Centrex service, Dedicated Private Facility Access, Trunk Side Termination, Analog Switch, each termination (Addendum to FL02-E371-02. No Change to monthly rate)	\$.00	\$.00	CENA6
155	Bellsouth® Primary Rate ISDN Non-Distance Sensitive Mileage (for Centrex PRI only) (Addendum to FL02-E371-02. Add rate element)	\$.00	\$130.00	1LD1E

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156	BellSouth® Centrex service, Primary Rate ISDN Interface for connection to other Centrex type services, each (Addendum to FL02-E371-02. Add rate element)	\$.00	\$350.00	PR72X
157	BellSouth® Centrex service, Primary Rate ISDN Interface for an Interexchange Carrier, each (Addendum to FL02-E371-02. Add rate element)	\$.00	\$350.00	PR73X
158	BellSouth® Centrex service, Primary Rate ISDN (PRI) Interface (DMS-100, 5ESS), Per interface for connection to Customer premises equipment, each (Addendum to FL02-E371-02. Add rate element)	\$.00	\$350.00	PR74X
159	BellSouth® Centrex service, BellSouth® Centrex service PRI telephone number, each (Addendum to FL02-E371-02. Add rate element)	\$.00	\$0.20	PR7NA
160	BellSouth® Centrex service, Automatic Number Referral, per line with a non-listed Directory Number (Addendum to FL02-E371-02. Add rate element)	\$.00	\$.00	CENAN
161	BellSouth® Centrex service, Automatic Number Referral, per line with a listed Directory Number (Addendum to FL02-E371-02. Add rate element)	\$.00	\$.00	CENAL

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162	BellSouth® Centrex service, Delay Announcement, per announcement (Addendum to FL02-E371-02. Add rate element)	\$.00	\$23.38	M2SDA
163	BellSouth® Centrex service, Hunting Arrangements-Uniform Call Distribution (UCD), Per UCD group, each (DMS-100, 5ESS) (Addendum to FL02-E371-02. Add rate element)	\$.00	\$5.02	M3AGA
164	BellSouth® Centrex service, Queuing (Incoming), per hunt group (Addendum to FL02-E371-02. Add rate element)	\$.00	\$6.04	M3GQ7
165	BellSouth® Centrex service, Reserved BellSouth® Centrex Service Telephone Numbers (with facilities) (Addendum to FL02-E371-02. Add rate element)	\$.00	\$8.67	CENAB
166	Assigned Telephone Numbers without Facilities, Centrex Type Services, per Telephone Number Assigned (Addendum to FL02-E371-02. Add rate element)	\$.00	\$0.15	ATNCS
167	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, Both-way, Flat Rate (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$13.00	M9QCX

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168	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Inward, Flat Rate (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$13.00	M9Q1X
169	BellSouth® Centrex service, Network Access Register (NAR) Package, per NAR, One-way Outward, Flat Rate (Addendum to FL02-E371-02. Change monthly rate)	\$.00	\$13.00	M9QOX
170	Grouping Service, Business, per NAR made rotary (Addendum to FL02-E371-02. Add rate element)	\$.00	\$.00	HTG
171	Remote Access to Call Forwarding, per Station Link (Addendum to FL02-E371-02. Add rate element)	\$.00	\$6.59	CENO2
172	Flat Rate Service, Business Service, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Addendum to FL02-C973-03. Change monthly rate)	\$.00	\$25.00	MFB

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173	Flat Rate Service, Business Service-Caller ID compatible, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Caller ID feature must be ordered separately.) (Addendum to FL02-C973-03. Change monthly rate)	\$.00	\$25.00	MFBCL
174	Custom Calling Services, Business/Business PBX, Non-Packages, Three-way Calling -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ESC
175	Custom Calling Services, Business/Business PBX, Non-Packages, Three-Way Calling with Transfer (Appropriate local or toll usage charges apply for calls originated by the subscriber, including connections which continue after the subscriber exits the call.) (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ESCWT

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176	Custom Calling Services, Business/Business PBX, Non-Packages, Speed Calling (30-code) -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ESF
177	Custom Calling Services, Business/Business PBX, Non-Packages, Speed Calling (8-code) -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ESL
178	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Variable -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ESM
179	Custom Calling Services, Business/Business PBX, Non-Packages, Call Waiting -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ESX

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180	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Busy Line -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$2.00	GCE
181	Custom Calling Services, Business/Business PBX, Non-Packages, Call Forwarding Don't Answer -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$2.00	GCJ
182	Custom Calling Services, Business/Business PBX, Non-Packages, Remote Access - Call Forwarding Variable -Per central office per line/trunk equipped (Addendum to FL02-C973-03. Add rate element)	\$.00	\$2.00	GCZ
183	BellSouth TouchStar® service, Business, Call Return (denial of per activation) (Addendum to FL02-C973-03. No change to rate)	\$.00	\$.00	BCR
184	BellSouth TouchStar® service, Business, Repeat Dialing (denial of per activation) (Addendum to FL02-C973-03. No change to rate)	\$.00	\$.00	BRD

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185	BellSouth TouchStar® service, Business, Caller ID-Basic -Per line (Addendum to FL02-C973-03. Change monthly rate)	\$.00	\$9.00	NSD
186	BellSouth TouchStar® service, Business, Enhanced Caller ID (with ACR) -Per line (Addendum to FL02-C973-03. Add rate element)	\$.00	\$10.00	NXECR
187	BellSouth TouchStar® service, Business, Caller ID - Deluxe (with ACR) -Per line (Addendum to FL02-C973-03. Add rate element)	\$.00	\$10.00	NXMCR
188	BellSouth TouchStar® service, Business, Caller ID - Deluxe (without ACR) -Per line for Multi-Line Hunt Group arrangements (Addendum to FL02-C973-03. Add rate element)	\$.00	\$10.00	NXMMN
189	Custom Calling Services, Business/Business PBX, Non- Packages, Call Forwarding Va	\$.00	\$7.23	E40

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190	MemoryCall Voice Mail Flat Rate (Addendum to FL02-C973-03. Add rate element)	\$.00	\$12.95	MBBBF
191	Message Waiting-Stutter Dialtone (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.64	MWW
192	MemoryCall Annc 1 Minute (Addendum to FL02-C973-03. Add rate element)	\$.00	\$9.95	CCRA1
193	MemoryCall Answering Personal Extension Mailbox (Addendum to FL02-C973-03. Add rate element)	\$.00	\$10.95	MPMXX
194	MemoryCall Answering Include 90 Min Use-Each Mailbox (Addendum to FL02-C973-03. Add rate element)	\$.00	\$7.95	SMBBX
195	Surrogate Client Number Used with MemoryCall (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	SNM
196	MemoryCall Transfer Mailbox (Addendum to FL02-C973-03. Add rate element)	\$.00	\$3.00	TRMBX

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197	MemoryCall Basic Voice Msg Inc 120Min-Each Addl Min \$.08 (Addendum to FL02-C973-03. Add rate element)	\$.00	\$10.20	VMY
198	MemoryCall Deluxe Voice Msg Inc 200Min-Each Addl Min \$.08 (Addendum to FL02-C973-03. Add rate element)	\$.00	\$11.00	VMZ1X
199	Bill Mgmt-Standard Software Package and Support, 1 User (Addendum to FL08-8949-00. No change to rate)	\$.00	\$.00	BWBSL

	<u>Rate Elements</u>	<u>Usage Charge</u>	<u>USOC</u>
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200	Expanded Local WatSaver /Min (Addendum to FL02-C882-02. No change)	\$.00		WOO2P
201	WatsSaver Service, per Min (Addendum to FL02-C882-02. No change)	\$.00		WWW1F

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
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202	BellSouth® CrisisLink(SM) service, Per subscriber location -First plan (Addendum to FL02-C973-03. Add rate element)	\$.00	\$65.00	CLSEX
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203	BellSouth® CrisisLink(SM) service, Per subscriber location -Each additional plan (Addendum to FL02-C973-03. Add rate element)	\$.00	\$65.00	CLSCX
204	BellSouth® CrisisLink(SM) service, Plan Update -Per plan (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	CLSPX
205	Direct-In-Dialing (DID) Service, Automatic Intercept Service -Per number referred (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	ND1
206	MegaLink® Channel Service, per NAR, DID Combination (Addendum to FL02-C973-03. Add rate element)	\$.00	\$33.00	ND3
207	Direct-In-Dialing (DID) Service, -Each additional group of 20 DID Numbers (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	ND4
208	Direct-In-Dialing (DID) Service, Non-Consecutive DID Numbers -each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.25	ND5

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209	Direct-In-Dialing (DID) Service, DID Trunk Termination -each Inward Only Trunk (Addendum to FL02-C973-03. Add rate element)	\$.00	\$20.00	NDT
210	Direct-In-Dialing (DID) Service, Establish trunk group and provide for first group of 20 DID numbers (Addendum to FL02-C973-03. Add rate element)	\$.00	\$5.00	NDZ
211	Direct-In-Dialing (DID) Service, Dual Tone Multi-frequency (DTMF) Option -each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$9.00	S5DBD
212	Direct-In-Dialing (DID) Service, Multi-frequency (MF) Pulsing Option -each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$9.00	S5MBD
213	FX Local Channel-Primary Channel (Addendum to FL02-C973-03. Add rate element)	\$.00	\$19.00	1D91X
214	Foreign Exchange Mileage (Addendum to FL02-C973-03. Add rate element)	\$.00	\$3.00	1L9FX

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215	Mileage-FX Distance Sensitive (Addendum to FL02-C973-03. Add rate element)	\$.00	\$3.00	1LHB4
216	Foreign Central Office Mileage (Addendum to FL02-C973-03. Add rate element)	\$.00	\$9.00	1LHGV
217	Mileage-Extension Line (Addendum to FL02-C973-03. Add rate element)	\$.00	\$1.00	1LLBE
218	Flat Rate IntraLATA Toll Svc (Addendum to FL02-C973-03. Add rate element)	\$.00	\$2.17	WBB28
219	AccuPulse Digital Switchd Svc (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	DHD
220	Non Consec DID No Each Number (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.20	WEERM
221	4 Wire AccuPulse Arrangement (Addendum to FL02-C973-03. Add rate element)	\$.00	\$57.00	WEETM
222	4 Wire AccuPulse /Access Line (Addendum to FL02-C973-03. Add rate element)	\$.00	\$77.00	WEETN

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223	4 Wire AccuPulse Remote Interoffice Channel (Addendum to FL02-C973-03. Add rate element)	\$.00	\$30.00	WEEXA
224	4 Wire AccuPulse Remote Interoffice Channel Addl Mile (Addendum to FL02-C973-03. Add rate element)	\$.00	\$1.50	WEEXB
225	ATM Connection Flat Rate-44.210M (Addendum to FL02-C973-03. Add rate element)	\$.00	\$2,550.00	ATA4F
226	Interoffice Channel, each channel 0-8 miles, fixed component (Addendum to FL02-G120-00. Add rate element)	\$.00	\$40.00	1LNO1
227	Interoffice Channel, each channel 0-8 miles, each airline mile or fraction thereof (Addendum to FL02-G120-00. Add rate element)	\$.00	\$11.00	1LNOA
228	Interoffice Channel, each channel 9-25 miles, fixed component (Addendum to FL02-G120-00. Add rate element)	\$.00	\$50.00	1LNO2
229	Interoffice Channel, each channel 9-25 miles, each airline mile or fraction thereof (Addendum to FL02-G120-00. Add rate element)	\$.00	\$11.00	1LNOB

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230	Interoffice Channel, each channel over 25 miles, fixed component (Addendum to FL02-G120-00. Add rate element)	\$.00	\$60.00	1LNO3
231	Interoffice Channel, each channel over 25 miles, per mile or fraction thereof (Addendum to FL02-G120-00. Add rate element)	\$.00	\$11.00	1LNOC
232	Clear channel capability, extended superframe format, at initial installation (Addendum to FL02-G120-00. No change to rate element)	\$.00	\$.00	CCOEF
233	MegaLink Local Ch-Adl .5 Mile (Provisioning) (Like 1LDPA) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFFZ
234	MegaLink Local Ch-1st .5 Mile (Provisioning) (Like 1LDPZ) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFFB
235	Interoffice Channel Mileage, Fixed, 0-8 Miles (Provisioning) (Like 1LNO1) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFG1

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236	Interoffice Channel Mileage, 0-8 Miles (Provisioning) (Like 1LNOA) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFG2
237	Interoffice Channel Mileage, Fixed 9- 25 Miles (Provisioning) (Like 1LNO2) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFFX
238	Interoffice Channel Mileage, 9-25 Miles (Provisioning) (Like 1LNOB) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFFY
239	Interoffice Channel Mileage, Fixed over 25 Miles (Provisioning) (Like 1LNO3) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFHO
240	Interoffice Channel Mileage, over 25 Miles (Provisioning) (Like 1LNOC) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$.00	WFFHP
241	MegaLink Single Rate(incl: n-WFFFZ, 2-WFFFB, 1-WFFG1, n-WFFG2 or 1- WFFFX, n-WFFFY) up to 25 interoffice air miles (Addendum to FL02-G120-00. Add rate element)	\$.00	\$264.00	WCC2X

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242	Flat Rate MegaLink (n-WFFFZ, 2-WFFFB, 1-WFFHO, n-WFFHP), limited to 30 interoffice air miles (Addendum to FL02-G120-00. Add rate element)	\$.00	\$462.00	WRRJJ
243	MegaLink® Service Establishment Charge, per entire MegaLink® (Addendum to FL02-G120-00. No change to rate element)	\$.00	\$.00	MGLSE
244	MegaLink® service, premises visit, per visit (Addendum to FL02-G120-00. No change to rate element)	\$.00	\$.00	MGLPV
245	MegaLink® Channel Service, basic system capacity, central office, 24 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$120.00	VUM24
246	MegaLink® Channel Service, basic system capacity, central office, 48 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$165.00	VUM48
247	MegaLink® Channel Service, basic system capacity, central office, 96 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$340.00	VUM96

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248	MegaLink® Channel Service, basic system capacity, central office, 144 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$500.00	VUM14
249	MegaLink® Channel Service, basic system capacity, central office, 192 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$650.00	VUM19
250	MegaLink® Channel Service, basic system capacity, central office, 384 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$1,130.00	VUM38
251	MegaLink® Channel Service, basic system capacity, central office, 576 voice equivalent channels (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$1,550.00	VUM57
252	MegaLink® Channel Service feature activation, central office, for analog voice services, per trunk line, per feature activated, first channel activated (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$3.00	1PQWU

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253	MegaLink® Channel Service feature activation, central office, for analog voice services, per trunk line, per feature activated, additional channel activated (like 1PQWU) (Addendum to FL02-G120-00. Change monthly rate)	\$.00	\$3.00	
254	MegaLink® Channel Service feature activation, central office, first (Addendum to FL02-G120-00. Add rate element)	\$.00	\$12.92	1PQWF
255	MegaLink® Channel Service feature activation, central office, additional (like 1PQWF) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$12.92	
256	MegaLink® Channel Service feature activation, central office, Analog Off Prem Stn Feat at CO, first (Addendum to FL02-G120-00. Add rate element)	\$.00	\$7.50	1PQWP
257	MegaLink® Channel Service feature activation, central office, Analog Off Prem Stn Feat at CO, Additional (like 1PQWP) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$7.50	
258	MegaLink® Channel Service feature activation, central office, Analog Tie Ln/Trunk Feat at CO, first (Addendum to FL02-G120-00. Add rate element)	\$.00	\$7.20	1PQWQ

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259	MegaLink® Channel Service feature activation, central office, Analog Tie Ln/Trunk Feat at CO, Additional (like 1PQWQ) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$7.20	
260	MegaLink® Channel Service feature activation, central office, Station Line Feature at CO, first (Addendum to FL02-G120-00. Add rate element)	\$.00	\$8.10	1PQWS
261	MegaLink® Channel Service feature activation, central office, Station Line Feature at CO, additional (like 1PQWS) (Addendum to FL02-G120-00. Add rate element)	\$.00	\$8.10	
262	MegaLink Local Channel, Each Additional (Addendum to FL02-G120-00. Add rate element)	\$.00	\$29.00	
263	MegaLink LocalChannel, First 1/2 mile (Addendum to FL02-G120-00. Add rate element)	\$.00	\$79.00	
264	Local Flat Rate NAR Usage LightGate Combination	\$.00	\$16.00	NQG

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265	Local Flat Rate NAR Usage LightGate Inward (Addendum to FL02-G120-00. Add rate element)	\$.00	\$12.00	NQJ
266	MLCS NAR, per flat rated line or trunk both ways, Rate Gp 12 (Addendum to FL02-G120-00. Add rate element)	\$.00	\$14.00	NQM
267	MLCS NAR, per flat rated line or trunk, incoming, Rate Gp 12 (Addendum to FL02-G120-00. Add rate element)	\$.00	\$14.00	NQP
268	MLCS NAR, per flat rated line or trunk outgoing, Rate Gp 12 (Addendum to FL02-G120-00. Add rate element)	\$.00	\$14.00	NQT
269	Metro Ethernet Reporting Charge, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03	\$.00	\$4.60	CNMME
270	Metro Ethernet Reporting Security card, each (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03	\$.00	\$.00	CNMSC

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271	Metro Ethernet Reporting, Service Establishment Charge, per customer account (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03	\$.00	\$.00	CNMSE
272	Metro Ethernet Web Interface Charge, additional (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03	\$.00	\$ 18.00	CNMWE
273	Metro Ethernet Web Interface Charge, first (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$.00	CNMWF
274	BellSouth® Metro Ethernet Service, Automatic Protection Switching (APS) Feature, Route Protection, Per APS Arrangement of less than 10 route miles (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03.)	\$.00	\$ 771.00	MTEA5
275	BellSouth® Metro Ethernet Service, 10 Mbps Basic Connection, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$ 476.00	MTEBA

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276	BellSouth® Metro Ethernet Service, 100 Mbps Basic Connection, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$945.00	MTEBB
277	BellSouth® Metro Ethernet Service, 1 Gbps Basic Connection, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,890.00	MTEBC
278	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Burst Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$648.00	MTEE3
279	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Burst Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$732.00	MTEE4
280	BellSouth® Metro Ethernet Service, 50 Mbps Premium Connection, per connection, Burst Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$888.00	MTEE5

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281	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Burst Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,164.00	MTEE6
282	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Burst Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,398.00	MTEE7
283	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Burst Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,782.00	MTEE8
284	BellSouth® Metro Ethernet Service, Premium Service Arrangement, 2 Mbps Premium Connection, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$446.90	MTEPO
285	BellSouth® Metro Ethernet Service, Premium Service Arrangement, 4 Mbps Premium Connection, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$483.80	MTEP1

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286	BellSouth® Metro Ethernet Service, Premium Service Arrangement, 8 Mbps Premium Connection, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$524.80	MTEP2
287	BellSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$527.00	MTEP3
288	BellSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$663.00	MTEP4
289	BellSouth® Metro Ethernet Service, 50Mbps Premium Connection, per connection, Fixed Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$871.00	MTEP5
290	BellSouth® Metro Ethernet Service, 100 Mbps Premium Connection, per connection, Fixed Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,053.00	MTEP6

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291	BellSouth® Metro Ethernet Service, 250 Mbps Premium Connection, per connection, Fixed Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,320.00	MTEP7
292	BellSouth® Metro Ethernet Service, 500 Mbps Premium Connection, per connection, Fixed Mode (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$1,749.00	MTEP8
293	BellSouth® Metro Ethernet Service, 1000 Mbps Premium Connection, per connection, Fixed (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$2,509.00	MTEPT
294	BellSouth Metro Ethernet Service, Service Reconfiguration Charge, per request, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$.00	MTESR
295	BellSouth® Metro Ethernet Service, Priority Plus Feature, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$54.00	MTETP

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296	BellSouth® Metro Ethernet Service, Optional Optical Termination, per connection (Addendum to FL05-3316-00. Change monthly rate and move to FL05-1617-03)	\$.00	\$30.00	MTEO1
297	Additional Mileage- MiamiDade CO to N.Dade Arch Creek CO (Addendum to FL05-3316-00. Move to FL05-1617-03))	\$.00	\$.00	WQQ1S
298	Standard Voice Network Interface, Miniature Six Position Network Interfaces, each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ11C
299	Jack-2 Wire Modular Wall Type (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ11W
300	Jack-Network Interface Equipment (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ11X
301	Jack-Single Line Modular Baseboard- Wired Ahead Line Ckt (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ12C
302	Jack-2 Line Modular Baseboard (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ14C

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303	Jack-Network Interface-Single Line-Weatherproof (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ15C
304	Jack-Single Line Weatherproof Marinas-Rec Vehicles (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ15M
305	Jack, 25 Line Connector (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ21M
306	Standard Voice Network Interfaces, Miniature Ribbon Connector, each, Up to twenty (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ21X
307	Jack-Net Interface-12 Line Connector-Wired Behind Ln Ckt (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ23X
308	Jack-Network Interface-4Wire 8 Tie Trunk Connector (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ2GX

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309	Jack-Modular-Wired Ahead of Station Equipment (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ31X
310	Jack-Universal Single Line-Data (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ41S
311	Jack-Data-Programmed Single Line Interface to Modem (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ45S
312	Single line miniature eight position non-keyed network interface for 1.544 Mbps (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ48C
313	Standard Data Network Interfaces, For use with digital services; Two, two-wire T (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ48S
314	Standard Voice Network Interface, For use with digital services, Miniature eight (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	RJ48X

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315	9-1-1 PinPoint service Installation Charge, Up to 1,000 station records, -per customer (Addendum to FL02-C973-03. Add rate element)	\$3,200.00	\$.00	E8YN1
316	9-1-1 PinPoint service Installation Charge, 1,001 to 4,000 station records, -per customer (Addendum to FL02-C973-03. Add rate element)	\$4,500.00	\$.00	E8YN2
317	9-1-1 PinPoint service Monthly Charges, Up to 1,000 station records -Per 1,000 records (Addendum to FL02-C973-03. Add rate element)	\$.00	\$178.00	E8Y61
318	9-1-1 PinPoint service Monthly Charges, 1,001 to 4,000 station records -Per 1,000 records (Addendum to FL02-C973-03. Add rate element)	\$.00	\$155.00	E8Y62
319	Exchange Line Terminating at Public Safety Answering Point (Addendum to FL02-C973-03. Add rate element)	\$.00	\$7.51	E8K
320	E911 Emergency Reporting Equipment-Move, Add or Change (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	E9RMC

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321	Remote Call Forwarding, Per Additional Access Facility, each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$18.50	RCA
322	Remote Call Forwarding, per feature and one access path, measured local RCF, each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$18.50	RCFVF
323	SMARTPath® service Area Connection, 1.544 Mbps, Per SMARTPath® service Area connection, first (Addendum to FL02-C973-03. Add rate element)	\$.00	\$430.00	SP1AC
324	SMARTPath® service Area Connection, 1.544 Mbps, Per SMARTPath® service Area conn, additional (Like SP1AC) (Addendum to FL02-C973-03. Add rate element)	\$.00	\$430.00	
325	SMARTPath® service Area Junction, 1.544 Mbps, Per Serving Wire Center Connection, first (Addendum to FL02-C973-03. Add rate element)	\$.00	\$60.00	SP1SW

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326	SMARTPath® service Area Junction, 1.544 Mbps, Per Serving Wire Center Connection, additional (Like SP1SW) (Addendum to FL02-C973-03. Add rate element)	\$.00	\$60.00	
327	BellSouth® SMARTRing® service Local Channel Mileage Rates (All capacities) - Per Local Channel (Addendum to FL05-1617-03. No change to rate)	\$.00	\$.00	1HVXX
328	BellSouth® SMARTRing® service Local Channel Mileage Rates (All capacities) - Per quarter air mile (Addendum to FL05-1617-03. No change to rate)	\$.00	\$52.50	1HVAX
329	BellSouth® SMARTRing® service Alternate Central Office Channel Mileage Rates (All capacities) - per quarter air mile (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$106.00	1HAAX
330	BellSouth® SMARTRing® service Alternate Central Office Channel Mileage Rates (All capacities) - Alternate CO Channel, per channel (Addendum to FL05-1617-03. No change to rate)	\$.00	\$.00	1HAAX

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331	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Fixed, OC-3 capacity (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$27.00	1HXFX
332	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Fixed, OC-12 capacity (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$71.30	1HXFX
333	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Per quarter air mile (OC-3 capacity) (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$17.50	1HXAX
334	BellSouth® SMARTRing® service Interoffice Channel Mileage Rates - Per quarter air mile (OC-12 capacity) (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$17.50	1HXAX
335	BellSouth® SMARTRing® service Internodal Channel Mileage Rates - Per Internodal Channel, Same Wire Center area (Addendum to FL05-1617-03. No change to monthly rate)	\$.00	\$.00	1HNXX
336	BellSouth® SMARTRing® service Internodal Channel Mileage Rates - Per quarter air mile, Same Wire Center area (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$275.00	1HNWX

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337	BellSouth® SMARTRing® service Customer Node (Per Node) - OC-3 capacity (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$555.00	SHNC3
338	BellSouth® SMARTRing® service Customer Node (Per Node) - OC-12 capacity (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$1,110.00	SHNC1
339	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per DS1 (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$15.50	SHNBB
340	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per DS3 (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$130.00	SHNZT
341	BellSouth® SMARTRing® service Customer Channel Interface (Per Node) - Per Flex DS1 (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$16.74	SHN1Q



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342	BellSouth® SMARTRing® service Central Office Node (Per Node) - OC-3 capacity (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$555.00	SHNH3
343	BellSouth® SMARTRing® service Central Office Node (Per Node) - OC-12 capacity (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$1,110.00	SHNH1
344	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per DS1 (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$16.74	SHNCB
345	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per DS3 (Addendum to FL05-1617-03. Add rate element)	\$.00	\$80.00	SHNYT
346	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per DS1 within an STS-1 Asymmetrical Arrangement (Note: Available only on OC-3 & OC- 3+ nodes.) (Addendum to FL05-1617-03. Add rate element)	\$.00	\$20.00	SHNCH

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347	BellSouth® SMARTRing® service Central Office Channel Interface (Per Central Office Node) - Per Flex DS1 (Addendum to FL05-1617-03. Change monthly rate)	\$.00	\$15.50	SHNCQ
348	SynchroNet® Service Digital Local Channel, per channel, 56 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$40.00	1RSD5
349	SynchroNet® Service Digital Local Channel, per channel, 4.8 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$30.00	1RSD4
350	SynchroNet® Service Digital Local Channel, per channel, 9.6 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$30.00	1RSD9
351	SynchroNet® Service Digital Local Channel, per channel, 19.2 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$30.00	1RSD3
352	Node Channel Termination, per local channel, 56 Kbps, first (Addendum to FL02-F966-00. No change to rate)	\$.00	\$17.60	2UN56

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353	Node Channel Termination, per local channel, 4.8 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$5.44	2UN48
354	Node Channel Termination, per local channel, 9.6 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$5.44	2UN96
355	Node Channel Termination, per local channel, 19.2 Kbps, first (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$5.44	2UN19
356	Interoffice Channel, each channel, 0-8 miles, fixed rates, 2.4, 4.8, 9.6 and 19.2 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$12.00	3LBAA
357	Interoffice Channel, each channel, 0-8 miles, fixed rates, 56 and 64 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$22.00	3LBAA
358	Interoffice Channel, each channel, 0-8 miles, each mile or fraction thereof, 2.4, 4.8 9.6 and 19.2 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$0.70	3LBBA

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359	Interoffice Channel, each channel, 0-8 miles, each mile or fraction thereof, 56 and 64 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$1.40	3LBBA
360	Interoffice Channel, each channel, 9-25 miles fixed rates, 2.4, 4.8, 9.6 and 19.2 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$10.88	3LBCA
361	Interoffice Channel, each channel, 9-25 miles fixed rates, 56 and 64 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$22.00	3LBCA
362	Interoffice Channel, each channel, 9-25 miles, per mile or fraction thereof, 2.4, 4.8, 9.6 and 19.2 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$0.70	3LBDA
363	Interoffice Channel, each channel, 9-25 miles, per mile or fraction thereof, 56 and 64 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$1.50	3LBDA
364	Interoffice Channel, each channel, over 25 miles, fixed rates, 56 and 64 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$51.04	3LBEA



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365	Interoffice Channel, each channel, over 25 miles, each mile or fraction thereof, 56 and 64 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$5.40	3LBFA
366	Multipoint Service, per local or interoffice channel bridged, 56 Kbps (Addendum to FL02-F966-00. Change monthly rate)	\$.00	\$8.00	6BN
367	Flat Rate Service, PBX Trunks, Business, Combination, (Addendum to FL02-C973-03. Add rate element) Rate Groups XX -Per Trunk	\$.00	\$37.00	TFC
368	Flat Rate Service, PBX Trunks, Business, Out dial, All Rate Groups -Per Trunk (Addendum to FL02-C973-03. Add rate element)	\$.00	\$37.00	TFU
369	Flat Rate Service, PBX Trunks, Business, DID (Direct In-Dial), All Rate Groups -Per Trunk (Addendum to FL02-C973-03. Add rate element)	\$.00	\$40.00	TDD1X

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370	PBX-Combo Trunk (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	TFBCX
371	Exchange Line Data Svc Exchange Access Line-PBX Trunk (Addendum to FL02-C973-03. Add rate element)	\$.00	\$ 4.91	TNW
372	Customized Code Restriction (CCR), Option #1, Available to all eligible basic exchange service customers, Does not restrict local calls to the expanded service area, where applicable -Business Line, each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$ 5.95	CREX1
373	Customized Code Restriction (CCR), Option #4 -Business Line, each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	CREX4
374	Custom Toll Restriction (CCR), Option #6 (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	CREX6

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375	Customized Code Restriction (CCR), Option #1, Available to basic exchange service subscribers except Business Flat Rate Line subscribers, Restricts local calls to distance bands D through F of the expanded service area -Business Line, each (Addendum to FL02-C973-03. Add rate element)	\$.00	\$2.40	CREXA
376	International Call Blocking (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	CRÉXV
377	Custom Toll Restriction and International Call Blocking (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	CREXX
378	Custom Toll Restriction and International Call Blocking (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	CREXY
379	Non Consec DID Numbers /Group of 20 (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.20	WCCM6
380	Non Consecutive DID Numbers - Each Number (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.20	WEERM

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381	Option 800 Rted-Existing Line (Addendum to FL02-C973-03. Add rate element)	\$.00	\$3.00	WFASX
382	Cust Code Restriction /Arrgmt (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	WFFV3
383	Cust Code Restriction /Arrgmt (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	WFFVW
384	Customized Code Restrictions, Per Line (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	WFFVW
385	DID Trunk Term Combination with Call Transfer (Addendum to FL02-C973-03. Add rate element)	\$.00	\$24.00	WOODH
386	Toll Diversion (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.05	WOOLQ
387	Each Add'l Group of 20 Non- Consecutive DID Numbers, Each DID Number (Addendum to FL02-C973-03. Add rate element)	\$.00	\$0.20	WPPJE

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388	BellSouth Metro Ethernet Service Additional Mileage, BellSouth Metro Ethernet Service arrangements greater than 10 through 25 airline miles, per 10 through 99 Mbps Connection (like MTEMA) (Addendum to FL02-C973-03. Add rate element)	\$.00	\$.00	WQQ1S
389	Trunk Side Termination (Addendum to FL02-E371-02. Add rate element)	\$.00	\$360.00	WWWDO
390	Automatic Line, per Line (Addendum to FL02-E371-02. Add rate element)	\$.00	\$3.00	WXXQ9
391	Remove BellSouth® Primary Rate ISDN Screening Table, per central office, per trunk group (Addendum to FL05-B952-00. No change)	\$.00	\$.00	WFFW3
392	One-time credit (to be issued no earlier than 3rd month after execution or no later than 6th month)	\$537,501.00	\$.00	WFF2P

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RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' PAGES OF all referenced Contract Service Arrangement Agreements is modified with the addition of the following:

ISDN Business Service -- IBS service

1. Apply End User Common Line Charges and Service Connection Charges as appropriate.
2. Additional Call Appearances on PDN or Secondary Only DN - First Appearance will appear on all sets where these numbers appear.
3. Only one type of Conference, Drop, Hold and Transfer is allowed per terminal.

Primary Rate ISDN -- Voice Data (Standard) service

1. All rules and regulations for BellSouth® Primary Rate ISDN service as set forth in the General Subscriber Services Tariff (GSST) are applicable to this Agreement with the exception that volume discounts as outlined in the tariff do not apply. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.
2. Apply five End User Common Line Charges for each Primary Rate Interface.

CENTREX service

1. Other rate elements used in the provision of this service may not be listed herein, however, can be found in the appropriate Tariffs or Price lists.
2. Payment Plan designation is for provisioning purposes only.

CrisisLinkSM service

1. The CrisisLink Per Call charge of \$.10 applies to each call rerouted during the time the alternate routing plan is active.

Metro Ethernet service

1. Customer's Metro Ethernet service includes all service locations. Metro Ethernet service is location specific. If facilities do not exist, special construction charges may apply.
2. These rates and charges are only valid if the Customer is served from a central office equipped for Metro Ethernet service, or can be extended to a central office equipped for Metro Ethernet service.

9-1-1 PinPoint® service

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1. 9-1-1 PinPoint service is available only with Private Branch Exchange (PBX) service employing AT&T ILEC DID or AT&T ILEC PRI station numbers; it is not available with any Centrex or "Centrex-like" telephone numbers.
2. 9-1-1 PinPoint service is configured on a "per account" basis. All telephone numbers on an AT&T ILEC DID or AT&T ILEC PRI account equipped with 9-1-1 PinPoint service must be provisioned with 9-1-1 PinPoint service. The Customer cannot randomly select which telephone numbers on an account will have the service. If multiple billing accounts are configured into one 9-1-1 PinPoint service arrangement, all telephone numbers for all billing accounts will be aggregated into one charge and billed on one primary billing account.
3. The PBX customer is responsible for providing telephone number and address data to the service for all telephone numbers assigned to each billing account, even if the telephone number is in an unassigned status.
4. Users of 9-1-1 PinPoint service are prohibited from provisioning PBX station numbers outside the boundary of the E9-1-1 tandem serving the physical address of the main PBX location. 9-1-1 calls from any telephone numbers provisioned outside the boundary of the serving E9-1-1 tandem would be routed to an incorrect Public Safety Answering Point (PSAP) with no location information. The Customer is responsible for ensuring that 9-1-1 PinPoint service is provisioned in a compliant configuration that will ensure that 9-1-1 calls are routed correctly with the correct location information.
5. It is the Customer's responsibility to comply with hardware, software, and operating system requirements, including the appropriate Internet browser to access and maintain the Service.
6. The Customer is responsible for assuring that its authorized users comply with the provisions of these terms and the tariffs and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to Customer pursuant to these terms. Specifically, Customer must keep User IDs, passwords, and any security token(s) that may be provided secure from use by any unauthorized individual. Customer shall also not use the Services in any way that would be or would assist any third party to be in violation of any law or these terms. Customer shall comply with all applicable laws, rules, and regulations in connection with the Services. Customer shall not infringe upon any intellectual property rights contained in the product, including any associated programs, designs, materials, and trademarks. Customer shall provide such information and assistance as are reasonably requested by AT&T for purposes of facilitating AT&T's provision of Services to Customer. Finally, Customer shall be liable to AT&T and its suppliers for any damages related to violations of this agreement.
7. If Customer terminates the Service prior to the date Customer's obligation to pay for the Service begins, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from such termination. In the event the Service is terminated after the date Customer's obligation to pay for the Service begins but prior to the expiration of the Service Period, Customer shall pay all Termination and Cancellation Charges as specified in the Tariff or Guidebook.
8. Customer shall return all security tokens associated with the Service to AT&T or AT&T's third-party provider upon termination of Service.

SMARTRing® service

The OC-12 SMARTRing service Host Ring includes the following nodes in Doral, Florida:

Customer Nodes:

9300 NW 41st Street, First Floor, Miami, Florida
9105 NW 25th Street, First Floor, Miami, Florida

Central Office Nodes:

Palmetto CO, 9056 NW 41st Street
West Miami CO, 1155 SW 67th Ave

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The OC-3 level Interoffice Channels include the following nodes in Miami, Florida:

Customer Nodes:

6010 SW 87th Avenue
111 NW 1st Street
11500 NW 25th Street
6601 NW 72nd Avenue

Central Office Nodes:

MIAMFLSO
MIAMFLGR

Primary Rate ISDN Remove Screening Table

1. Customer has requested to remove numbers from the Screening Table and turn off the screening option for its PRI services, and agrees that the removal of the Screening Table(s) for all Central Office Types will require that the billing option for usage type services (long distance and operator services) be billed to one (1) telephone number. In addition, in all BellSouth states, Customer must provide Company with a telephone number that will serve as the Calling Party Number information in the call set-up message.
2. For all central offices, if the removal of the numbers from the Screening Table and turning off of the screening option is utilized by Customer to create a number substitution, Customer understands and agrees that in order for individual station level information to be correctly routed to 9-1-1, Customer must install a separate group of business lines or trunks over which to route 9-1-1 calls, rather than over the PRI facilities. However, if Customer only requires the main PRI Billing Telephone Number (BTN) to be routed to 9-1-1, then Customer can route calls to 9-1-1 over the PRI. Number substitution occurs when Customer's PBX is programmed in the PRI call set-up message to send a Calling Party Number that has not been assigned to the specific PBX location by Company. A telephone number that is associated with a different location, an 800 number, and any telephone number provided by other telecommunications service providers would cause a number substitution to occur. In number substitution situations, if Customer requires that station level information be sent to 9-1-1, Customer is responsible for installing separate trunk or business line facilities in the PBX, for reprogramming the PBX so that 9-1-1 calls are routed over these facilities rather than the PRI, and for testing this arrangement to make sure 9-1-1 calls can be routed correctly.
3. Company assumes no liability for any loss or damage arising from Customer's failure to comply with the provisions set forth herein and Customer agrees to indemnify, defend and hold harmless Company for any loss, claim, or damage which may arise from Customer's failure to comply with the requirements of this Agreement and the applicable tariffs.
4. If Customer breaches its obligations under this Agreement, if Company receives complaints relating to this Agreement, or if Company determines that it does not have the appropriate regulatory approval to continue the removal of the numbers from the Screening Table and turning off the screening option, Company reserves the right to immediately discontinue such removal and to reinstate the numbers on the Screening Table and apply the screening option.

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ALL PRODUCTS/SERVICES:

- 1. The following nonrecurring charges will not apply upon initial installation. However, if the service is disconnected prior to the expiration of this Addendum Agreement, then the Customer will pay the nonrecurring charge as identified below in accordance with termination liability terms specified in referenced Contract Service Arrangements.

Table with 4 columns: USOC, Description, Nonrecurring Charge, and unit. Rows include services like LightGate Basic System, Local Channel, I/O Channels, Access Line, Interface, B-Channel Voice Data, PRI Interoffice Channel, etc.

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P2JWX	Voice Grade Local Channel, Additional	\$165.00	each
WVVHV	Interoffice Channel, Voice Grade	\$117.48	each
WVVHY	Interoffice Channel, Voice Grade	\$117.48	each
ATA4F	Customer Connection – 44.210 Mbps ATM	\$1,225.00	each
BWBSL	Bill Management Service	\$150.00	each
ATNCS	Assigned Telephone Numbers without Facilities	\$1.00	each
CENA6	Miscellaneous Termination Dedicated	\$44.50	each
CENAA	Standard Features per Station Line	\$19.50	Each
CENAN	Automatic Number Referral per line	\$13.00	each
M1ACC	Customized Common Equipment	\$750.00	each
M1ACS	Service Establishment Charge	\$600.00	each
M1GBC	Interoffice Channels per Non-ISDN Channel	\$240.00	each
M2SDA	Delay Announcement per Announcement	\$145.00	each
M3AGA	Uniform Call Distribution Hunting	\$48.00	each
M3GQ7	Queuing, Incoming per Hunt Group	\$12.00	each
1LD1E	PRI Access Line – Centrex	\$875.00	each
PR72X	Primary Rate ISDN Interface Centrex	\$110.00	each
PR73X	Primary Rate ISDN Interface Centrex	\$110.00	each
PR74X	Primary Rate ISDN Interface Centrex	\$110.00	each
CLSCX	CrisisLink Service, Additional Plan	\$450.00	each
CLSEX	CrisisLink Service, Service Establishment	\$750.00	each
CLSPX	CrisisLink Service Plan Update Charge	\$170.00	each
MBBBF	MemoryCall Voice Mail Services, Business	\$15.00	each
ND4	PBX Service, Additional Group of 20 DID numbers	\$15.00	each
ND5	Non-Consecutive DID Number	\$2.20	each
NDT	PBX Service, CMRS Local Loop	\$90.00	each
1LNO1	Channelized MegaLink IOC mileage, fixed	\$100.00	each
1LNO2	Channelized MegaLink IOC mileage, fixed	\$100.00	each
1LNO3	Channelized MegaLink IOC mileage, fixed	\$100.00	each
1PQWF	MegaLink Analog Voice Data Feature Activation	\$6.00	each
1PQWF	MegaLink Analog Voice Data Feature Activation	\$7.00	each
1PQWP	MegaLink, Analog Off Premises Station Feature	\$6.00	each
1PQWP	MegaLink, Analog Off Premises Station Feature	\$7.00	each
1PQWQ	MegaLink, Analog tie line/trunk feature	\$6.00	each
1PQWQ	MegaLink, Analog tie line/trunk feature	\$7.00	each
1PQWS	MegaLink, ESSX station line feature activation	\$6.00	each
1PQWS	MegaLink, ESSX station line feature activation	\$7.00	each
1PQWU	MegaLink, Analog trunk feature activation	\$6.00	each
1PQWU	MegaLink, Analog trunk feature activation	\$7.00	each
-	MegaLink Local Channel, First ½ mile	\$350.00	each
MGLPV	One time charge for premises visit	\$40.00	each
MGLSE	One time charge for service establishment	\$575.00	each
VUM14	MegaLink Channel Service, Basic System Capacity	\$440.00	each
VUM19	MegaLink Channel Service, Basic System Capacity	\$530.00	each
VUM24	MegaLink Channel Service, Basic System Capacity	\$225.00	each
VUM38	MegaLink Channel Service, Basic System Capacity	\$880.00	each
VUM48	MegaLink Channel Service, Basic System Capacity	\$270.00	each

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VUM57	MegaLink Channel Service, Basic System Capacity	\$1230.00	each
VUM96	MegaLink Channel Service, Basic System Capacity	\$355.00	each
VMY	MemoryCall Basic Voice Message	\$423.00	each
CNMSC	Customer Network Management, Security Card	\$200.00	each
CNMSE	Customer Network Management, Performance	\$250.00	each
CNMWE	Web Interface, each, additional	\$75.00	each
METBA	Metro Ethernet, Basic Service Arrangement	\$1,000.00	each
MTEBB	Metro Ethernet, Basic Service Arrangement	\$1,500.00	each
MTEBC	Metro Ethernet, Basic Service Arrangement	\$2,000.00	each
MTEE3	Metro Ethernet, Premium Service, 10 Mbps	\$1,000.00	each
MTEE4	Metro Ethernet, Premium Service, 20 Mbps	\$1,250.00	each
MTEE5	Metro Ethernet, Premium Service, 50 Mbps	\$1,250.00	each
MTEE6	Metro Ethernet, Premium Service, 100 Mbps	\$1,500.00	each
MTEE7	Metro Ethernet, Premium Service, 250 Mbps	\$1,750.00	each
MTEE8	Metro Ethernet, Premium Service, 500 Mbps	\$1,750.00	each
MTEA5	Metro Ethernet, APS Route Protection per APS	\$1,500.00	each
MTEP1	Metro Ethernet, Premium Arrangement, 4Mbps	\$1,000.00	each
MTEP2	Metro Ethernet Premium Arrangement, 8Mbps	\$1,000.00	each
MTEP3	Metro Ethernet 10 Mbps, Premium	\$1,000.00	each
MTEP4	Metro Ethernet, 20 Mbps Premium	\$1,250.00	each
MTEP5	Metro Ethernet, 50 Mbps Premium	\$1,250.00	each
MTEP6	Metro Ethernet, 100 Mbps Premium	\$1,500.00	each
MTEP7	Metro Ethernet, 250 Mbps Premium	\$1,750.00	each
MTEP8	Metro Ethernet, 500 Mbps Premium	\$1,750.00	each
MTEPO	Metro Ethernet, 2M Mbps Premium	\$1,000.00	each
MTEPT	Metro Ethernet, 1000 Mbps Premium	\$1,750.00	each
MTESR	Metro Ethernet, Svc. Reconfiguration	\$250.00	each
RJ11C	Standard Voice Network Interface	\$3.00	each
RJ11W	Jack 2-Wire modular wall type	\$3.00	each
RJ11X	Jack-Network Interface Equipment	\$9.00	each
RJ14C	Jack 2-line modular baseboard type	\$3.00	each
RJ15C	Jack-network interface, single line	\$25.50	each
RJ15M	Jack-Single Line Weatherproof Marinas	\$3.00	each
RJ21M	Jack, 25 line connector	\$11.00	each
RJ21X	Standard Voice network Interface	\$71.75	each
RJ23X	Jack-Net Interface - 12 line connector	\$6.00	each
RJ2GX	Jack-network interface, 4 wire 8 tie trunk	\$71.75	each
RJ31X	Jack-Modular Wired Ahead of Station	\$71.75	each
RJ41S	Jack-universal single line data	\$65.50	each
RJ45S	Jack-data, programmed single line	\$55.25	each
RJ48C	Single line miniature eight position	\$8.00	each
RJ38S	Standard Data Network Interface	\$9.00	each
RJ48X	Standard Voice network Interface	\$7.00	each
NPPP1	Native Mode LAN Interconnection, NMLI	\$1,725.00	each
E8YN1	Installation Charge, up to 1000 records, Pinpoint E911	\$3,200.00	each
E9RMC	E911 Emergency Reporting Equipment	\$4,500.00	each
SP1AC	SMARTPATH 1.544 Mbps Area Connection	\$140.00	each

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SP1AC	SMARTPATH 1.544 Mbps Area Connection	\$430.00	each
SP1SW	SMARTPATH 1.544 Mbps Area Junction	\$140.00	each
SP1SW	SMARTPATH 1.544 Mbps Area Junction	\$430.00	each
1HAXX	Alternate CO Chanel Mileage, per channel	\$480.00	each
1HNXX	Intranodal Channel Mileage, per channel, same wire center	\$505.00	each
1HVXX	Local Channel Mileage, per local channel	\$425.00	each
1HXFX	IOF Channel Mileage, Fixed, OC12	\$145.00	each
1HXFX	IOF Channel Mileage, Fixed, OC-3	\$145.00	each
SHN1Q	CUCI, per Flex DS1 (OC-12)	\$360.00	each
SHNBB	CUCI, per DS1 (OC-3)	\$165.00	each
SHNC1	Customer Node, OC-12	\$375.00	each
SHNC3	Customer Node – OC-3	\$370.00	each
SHNCB	COCI, per DIS1 – OC-3	\$125.00	each
SHNCH	COCI, per DS1 w/in STS	\$360.00	each
SHNCQ	COCI, per Flex DS1 - OC-12	\$250.00	each
SHNH1	Central Office Node, OC-12	\$375.00	each
SHNH3	Central Office Node – OC-3	\$370.00	each
SHNYT	COCI, per DS3 – OC-12	\$185.00	each
SHNZT	CUCI, per DS3 OC-12	\$130.00	each
1RSD3	Digital Local Channel - per DLC	\$260.00	each
1RSD4	Digital Local Channel – per DLC	\$260.00	each
1RSD5	Digital Local Channel – per DLC	\$260.00	each
1RSD9	Digital Local Channel – per DLC	\$260.00	each
2UN19	Node Channel Termination – per DLC	\$25.00	each
2UN48	Node Channel Termination – per DLC	\$25.00	each
2UN56	Node Channel Termination – per DLC	\$25.00	each
2UN96	Node Channel Termination – per DLC	\$25.00	each
3LBAA	Interoffice Channel 0-8miles, fixed, 2.4, 4.8, 9.6	\$95.00	each
3LBAA	Interoffice Channel 0-8 miles, fixed 56 and 64	\$95.00	each
3LBCA	Interoffice Channel 9-25, fixed, 2.4, 4.8, 9.6	\$95.00	each
3LBCA	Interoffice Channel 9-25 miles, fixed 56 and 64	\$95.00	each
3LBEA	Interoffice Channel over 25 miles, fixed, 2.4, 4.8, 9.6	\$95.00	each
3LBEA	Interoffice Channel over 25 miles, fixed 56 and 64	\$95.00	each
6BN	Bridging, per loc or interoffice channel, 56 and 64	\$20.00	each

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

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Addendum Agreement

Case Number FL10-2661-01
Option 1 of 1

END OF ARRANGEMENT AGREEMENT OPTION 1

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Addendum Agreement

Case Number FL10-3548-01

AT&T MA Reference No. _____

CUSTOMER ("Customer")	AT&T ("AT&T")
Miami Dade County Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33176- <u>Billing Address</u> Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33176-	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: ANGEL PETISCO Title: DIRECTOR Telephone: 305-596-8770 Fax: - - - Email: APA@MIAMIDADE.GOV Street Address: 5680 SW 87TH AVE City: MIAMI State: FL Zip Code: 33176-	Name: ESTHER MARTIN Title: ACCOUNT MANAGER Telephone: 305-569-7274 Fax: - - - Email: EM6388@att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7 th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable)	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: - - - Fax: - - - Email: _____ Agent Code: _____	

THE UNDERSIGNED PARTIES, BellSouth Telecommunications, LLC, d/b/a AT&T Southeast, ("Company") and Miami Dade County ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change to Pricing Schedules Contract Service Arrangement (CSA) Agreement FL02-G084-00. This Pricing Schedule Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 11/30/2011.

- Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete

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Addendum Agreement

Case Number FL10-3548-01

and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

- 2. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 3. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.
- 4. The County has requested that the Contractor sign this Master Agreement first, and the Contractor has agreed to do so. This Agreement as signed by the Contractor, shall be binding upon Customer as of the effective date. Contractor will begin implementing the Agreement when a fully signed copy is returned by Customer. Further, any and all changes made to the Agreement after signature by the Contractor shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Matth Ball</i>
Printed or Typed Name:	Printed or Typed Name: Natasha J. Ball
Title:	Title: Customer Contract Specialist
Date:	Date: <i>08/12/11</i>
Approved as to form and legal sufficiency	
Title: Assistant County Attorney	
Date:	

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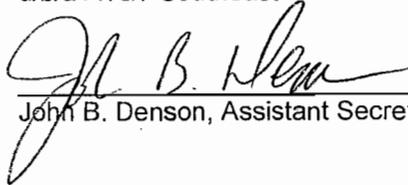
SECRETARY'S CERTIFICATE

The undersigned, John B. Denson, Assistant Secretary, BellSouth Telecommunications, LLC, d/b/a AT&T Southeast, (the "Company"), a United States corporation duly organized and validly existing under the laws of the State of Georgia, does hereby certify:

1. That he is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That the Company has established internal approval levels and requirements which govern Company's employees' authorization to sign on behalf of the Company, and that, according to such approval levels and requirements, Natasha J. Ball, Customer Contract Specialist, has the authority to sign the attached Addendum Agreement, Case Number FL 10-3548-01, between BellSouth Telecommunications, LLC, d/b/a AT&T Southeast and Miami-Dade County, signed 8/12/11.
3. That he is one of the fully authorized and proper officers of the Company to make certificates in its behalf and that he has caused this Certificate to be executed and the seal of the Company to be hereunto appended as of the 16th day of August, 2011.

BELLSOUTH TELECOMMUNICATIONS, LLC
d/b/a AT&T Southeast

[CORPORATE SEAL]



John B. Denson, Assistant Secretary



Addendum Agreement

Case Number FL10-3548-01
Option 1 of 1

Service Provider: BellSouth Telecommunications, LLC d/b/a AT&T Southeast

Offer Expiration: This offer shall expire on: 11/30/2011.

Service Interval: Estimated service interval following acceptance date: Negotiable weeks.

DESCRIPTION: This Pricing Schedule Addendum Agreement provides for an extension of the Customer's existing intraLATA Frame Relay Service and Broadband Line-Fast Packet Option (FPO) Service and adds new rate elements.

Customer acknowledges that when Customer is migrated from existing Legacy BellSouth products/services to the AT&T network, there is a possibility that AT&T will not support the same products/services and speeds and the Customer will have to migrate to a different product/service and/or higher or lower speed than currently exists in Legacy BellSouth products /services.

PRICING SCHEDULE TERM: This Addendum Agreement provides for a twenty-four (24) month service period from the Company date of acceptance of this Addendum Agreement.

ORDER OF PRECEDENCE: If any terms or conditions of this Pricing Schedule are inconsistent with the terms of the Agreement, the terms of this Pricing Schedule shall take precedence.

CREDIT: Contingent upon Customer executing this Agreement for a twenty-four (24) month term, Company will provide the Customer, no earlier than the third month and no later than the sixth month, following the implementation of the proposed contract rates, a one-time credit of \$42,999.00.

In the event the Company reduces the rate(s) charged for services purchased under this CSA Agreement, and/or if the tariff rate(s) for said services is/are reduced below rates contained in this CSA Agreement, then the County shall receive the benefit of the lower rate(s) for said Services, provided that the County continues to receive Services for a period time equal to or greater than the amount of time remaining in the term of the CSA Agreement. If Company agrees to provide any similarly situated local government customer within the State of Florida more favorable terms, conditions and pricing, Company agrees to offer those terms, conditions and pricing to County, subject to legal and regulatory considerations, including but not limited to Florida Statute 364, upon request by the County. The factors that will be used to determine whether a local government customer in the State of Florida is similarly situated include the aggregate of: quantity of services, terms and conditions of services, billing levels associated with total AT&T services purchased, geographic location of services, mix of services and facility availability. This CSA Agreement will be reviewed annually for purposes of this provision, and if it is determined that the County's rates are not as favorable as those AT&T offers to a similarly situated local government customer in the State of Florida, then AT&T will provide a one time credit that reflects a retroactive application of the more favorable local government rates to the effective date of such rates for those similarly situated customers. AT&T will provide such credit to the County within 30 days of the annual review.

Under this Agreement, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any

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Addendum Agreement

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Option 1 of 1

and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.

All terms and conditions of Contract Service Arrangement Agreement FL02-G084-00 apply to this Addendum Agreement unless modified herein.

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Addendum Agreement

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RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 56 Kbps, each (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$35.82	FRH56
2	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 128 Kbps, each (Addendum to FL02-G084-00. Add rate element)	\$.00	\$104.00	FRH12
3	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 256 Kbps, each (Addendum to FL02-G084-00. Add rate element)	\$.00	\$124.95	FRH25
4	Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 1.536 Mbps, each (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$233.19	FRH15

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RATES AND CHARGES

5	Customer Connection to Frame Relay A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 44.210 Mbps, each (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$2,193.00	FRH10
6	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 3 Mbps, each (Addendum to FL02-G084-00. Add rate element)	\$.00	\$579.60	FRHM3
7	MultiLink Customer Connection to Frame Relay. A minimum of one Customer Connection is required per Customer to subscribe to Frame Relay Service. 6 Mbps, each (Addendum to FL02-G084-00. Add rate element)	\$.00	\$724.50	FRHM6
8	Frame Relay Back-Up Customer Connection, minimum of 1 Back-Up Frame Relay Connection is required to have Back-Up Capability (Provisioning Basic Class of Service: FPLBN). 56 Kbps, each (Addendum to FL02-G084-00. Add rate element)	\$.00	\$35.82	FRH56

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RATES AND CHARGES

9	Frame Relay Back-Up Customer Connection, minimum of 1 Back-Up Frame Relay Connection is required to have Back-Up Capability (Provisioning Basic Class of Service: FPLBN). 1.536 Mbps, each (Addendum to FL02-G084-00. Add rate element)	\$.00	\$233.19	FRH15
10	Frame Relay Back-Up Customer Connection, minimum of 1 Back-Up Frame Relay Connection is required to have Back-Up Capability (Provisioning Basic Class of Service: FPLBN). 44.210 Mbps, each	\$.00	\$2,193.00	FRH10
11	Broadband Line-FPO, 56 Kbps, each (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$37.28	FP156
12	Broadband Line-FPO, 1.536 Mbps, each (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$99.42	FP115
13	Broadband Line-FPO, 44.210 Mbps, each (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$950.30	FP144
14	Initial Standard DLCI, One per Customer Connection (provisioning only)	\$.00	\$.00	XAFD1

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RATES AND CHARGES

15	Frame Relay Service Feature Charge, Data Link Connection Identifier (DLCI), Additional, per Customer Connection (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$ 1.47	FRVDX
16	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 0 Kbps (Addendum to FL02-G084-00. No change to rate)	\$.00	\$.00	FRVRO
17	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1 thru 32 Kbps (Addendum to FL02-G084-00. Add rate element)	\$.00	\$ 7.65	FRVR3
18	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 57 thru 64 Kbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$ 10.23	FRVR6

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RATES AND CHARGES

19	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 65 thru 128 Kbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$13.89	FRVR1
20	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 129 thru 256 Kbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$21.20	FRVR2
21	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 257 thru 384 Kbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$31.73	FRVR4
22	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 385 thru 512 Kbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$37.28	FRVR8

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RATES AND CHARGES

23	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 513 thru 768 Kbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$71.98	FRVR7
24	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 769 Kbps thru 1.536 Mbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$102.34	FRVR9
25	Committed Information Rate (CIR), (per DLCI) cannot exceed the minimum transmission speed of the link at either end of the PVC, 1.537 thru 4 Mbps (Addendum to FL02-G084-00. Reduce monthly rate)	\$.00	\$154.80	FRVRJ
26	Mgmt Information Report for Frame Relay Svc Establishment (Addendum to FL02-G084-00. Add rate element)	\$.00	\$.00	WV6J
27	Management Information Report Service (Addendum to FL02-G084-00. Add rate element).	\$.00	\$2.00	WV6K

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RATES AND CHARGES

28	Mgmt Information Report for Frame Relay per Feature Change (Addendum to FL02-G084-00. Add rate element)	\$.00	\$.00	WVV6L
29	NIS Monitor Charge for Frame Relay (Addendum to FL02-G084-00. Add rate element)	\$.00	\$ 2.00	WVV8C
30	One-time credit (to be issued no earlier than 3rd month after execution or no later than 6th month.	\$ 42,999.00	\$.00	WFF2O

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RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' PAGES OF Contract Service Arrangement Agreement FL02-G084-00 is replaced in its entirety with the following:

1. All rules and regulations for Frame Relay Service and Broadband Line-FPO Service from Section A40 of the General Subscriber Services Tariff (GSST) are applicable to this Agreement. The rate elements included herein have been specifically discounted. Other rate elements used in the provision of the service have not been listed, but may be found in the appropriate Company tariff. Examples of other rate elements are: FCC surcharges, regulatory fees, taxes, or charges for features ordered that are not listed in the Agreement.

2. (a) If Subscriber cancels a Service ordered under this CSA Agreement at any time prior to expiration of the service period set forth in the Order for such Service for reasons other than moving such Services to a third party, Subscriber shall be responsible for the lesser of the differential charge or the sliding scale charge as provided below. The differential charge shall be the difference in term rate billed to Subscriber for the cancelled Services and the term rate that would have been charged based on actual length of time the Services were in use. The sliding scale charge shall be the termination charges equal to the following percentages of the total monthly charges which would have become due for the remainder of the minimum service period agreed to by Company and Subscriber if such cancellation had not occurred: 75% if terminated in the first year of Service (months 1 through 12); 50% if terminated in the second year of Service (months 13 through 24); 25% if terminated in the third year of Service (months 25 through 36); and 15% if terminated after 37 months of Service.

(b) If Subscriber cancels a Service ordered under this CSA Agreement at any time prior to expiration of the service period set forth in the Order for such Service and moves such Services to a third party, Subscriber shall be responsible for all termination charges equal to all charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in the Attachment(s).

(c) Subscriber will not be liable for termination charges specified in Section 2(a) above (i) if Subscriber migrates to another or different order of service as provided for and as specified in the Company's lawfully filed tariff, (ii) if the Services remain the same under a different rate structure as provided for in this CSA Agreement with the same term or longer, (iii) if Subscriber discontinues a government service or the use of a government facility such that the Services no longer become necessary, (iv) if funding to Subscriber for such Services becomes unavailable, (v) if Subscriber assigns this CSA Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this CSA Agreement, or (vi) for Services that Subscriber migrates to its own network up to an amount that does not exceed forty percent (40%) of the highest total billing amount for Services ordered under the CSA Agreement at any given time over the Term of the CSA Agreement; provided, however, that migrations to a third party shall be subject to full termination charges as set forth in Section 2(b) above. An annual review will occur at the end of each contract year to determine whether termination charges are applicable and due. At the end of the term of the applicable CSA Agreement, a final adjustment shall be made.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

There are no other additions, deletions or changes to the above referenced Contract Service Arrangement Agreement included in this Addendum Agreement. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force.

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END OF ARRANGEMENT AGREEMENT OPTION 1

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Contract No. BW9403-3/19
LOCAL TELECOM SERVICES – VOICE AND DATA

Attachment B

Option to Purchase Services and Equipment

- **Non-regulated Network Services**
 - **Fixed Network Equipment**
 - **Installation Services**
- **Telecommunication Professional Services**

**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

This Attachment B to the "Master Contract" shall cover non-regulated network services, fixed network equipment, installation services and related professional eServices under Contract No. BW9403-3/19 between AT&T Corp. and its Affiliates, and Miami Dade County, is made and entered into as of the Contract "effective date", by and between the two parties.

Now therefore, it is agreed between the parties that Attachment B, B1, B2 and B3 collectively known as *Option to Purchase Equipment and Services* provides Miami-Dade County the ability, on a request basis when the County determines it may do so under the County's procurement processes, to purchase products and services as outlined in said attachments. Miami Dade County and AT&T may discuss alternative discounts at the time of procurement of Equipment and Services. The acquisition of Products and Services referenced in this attachment shall be communicated to AT&T via a County issued purchase order. No other form of order placement shall be binding upon the County.

In Witness Whereof, the parties have caused this Attachment to be executed by their duly authorized representatives.

AT&T Corp.
By *Natasha J. Ball*

Name *Natasha J. Ball*
Customer Contract Specialist

Title _____

Date *08/12/11*

Miami Dade County
By _____

Name _____

Title _____

Date _____

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal
see Secretary's Certificate attached

Approved as to form
and legal sufficiency

Assistant County Attorney

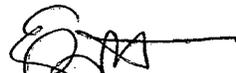
SECRETARY'S CERTIFICATE

The undersigned, David Eppsteiner, Assistant Secretary, AT&T Corp. (the "Company"), a United States corporation duly organized and validly existing under the laws of the State of New York, does hereby certify:

1. That he is a duly elected, qualified and acting Assistant Secretary of the Company.
2. That the Company has established internal approval levels and requirements which govern Company's employees' authorization to sign on behalf of the Company, and that, according to such approval levels and requirements, Natasha J. Ball, Customer Contract Specialist, has the authority to sign the attached Contract No. BW9403-3/19, Local Telecom Services – Voice and Data, Attachment B – Option to Purchase Services and Equipment, between AT&T Corp. and Miami-Dade County, signed 8/12/11.
3. That he is one of the fully authorized and proper officers of the Company to make certificates in its behalf and that he has caused this Certificate to be executed and the seal of the Company to be hereunto appended as of the 16th day of August, 2011.

AT&T CORP.

[CORPORATE SEAL]

David Eppsteiner, Assistant Secretary

**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

ATTACHMENT B-1

AT&T Corp will provide Services under the following product portfolios to Miami-Dade County upon request if and when the County determines it may do so under the County's procurement processes. The discounts below represent the pre-approved discounts AT&T will extend to Miami-Dade County; however actual pricing will be agreed upon between both Parties at the time of purchase. This list is not exclusive and is not intended to limit Miami-Dade County's ability to purchase only to the Services listed below. The County may procure any Services contained in the AT&T Service Guide as generally available.

Regulated Telecommunications Services will be available to Miami Dade County under lawfully filed Tariffs. Any special pricing for tariffed services will be negotiated on a case by case basis. The AT&T Service Guide for Service specifics may be accessed at the following URL: <http://new.serviceguide.att.com/> or such location as designated by AT&T during this agreement.

Non-Regulated Telecom Services Portfolios – 15% discount

Access Services – may include but are not limited to the following:

- **Dedicated Access Services** - Provides Access to the PSTN. This is available from a DS1 to OC192 capacity with or without redundancy. An example of this service is Smartring™
- **Ethernet Services** - Provides Ethernet access through the local facilities to long haul VPN and Internet. This can be Point-to-Point using the Ethernet framing for data transport and can also provide a Virtual Private LAN Service. Inclusive of Carrier grade switched Ethernet. An example of this product is Metro Ethernet™
- **Internet Access Services** - Provides Access to the Internet- available 1.5Meg to 1Gig for standard access, higher bandwidth requirements can be accommodated in a custom design. An example of this product is Managed Internet Service (MIS)™ Mobile Remote Access Services- Provides Secure, end-to-end connectivity to corporate network from anywhere, any device. This works in conjunction with AT&T MPLS and VPN services. An example of this product is AT&T ANIRA™

Bundled and Integrated Service Offers – may include the following:

- **AT&T Business Network - ABN** is an integrated offer bringing multiple AT&T products/service components together under one contract, one bill, one commitment- this product is ideal for a small office environment that requires local services, internet, long distance, equipment and mobility under one bill. ABN™ a managed SIP-based, network-hosted solution for U.S. customers.
- **AT&T OneNet Service**-The AT&T OneNet® bundle is an integrated offer that helps large, multi-national enterprises combines AT&T's networking and communications capabilities into a single contract and revenue commitment. It combines all locations under one network. The AT&T OneNet bundle® can also meet specific **Disaster Recovery and Business Continuity** needs through design choice and feature use, including access alternatives.

Contact Center (Call Centers) – may include but is not limited to the following:

- **Toll-Free Services**-a managed solution that supports inbound toll-free calls to U.S. locations.
- **Toll-Free Advanced Features**-Solutions includes cloud based IVR, Automated Attendant and Routing.

**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

Contact Management Solutions - Available nationally, cloud based Call Center solutions, including hosted call center products, Call center management and remote call center services.

Data Services – may include but are not limited to the following:

- Optical Ring Services- Solutions include management of privately owned rings. Example of this product is UVN™ also includes Access services listed above.
- Switched Data Services - ISDN PRI, Megacom services, etc.
- Local Data Services - Private Lines, etc.
- Managed Data Services - A managed networking service that provides communications through transport technologies and remote access connections to the global network from one or more designated locations. AT&T Managed Data Network Services' wide area networking connections are individually ordered and scheduled.

Digital Media Solutions – may include the following:

- **Content Distribution** – A network-based Content Delivery Network (CDN) service that replicates information across the Internet such as web page content, large files for download, live video, and video-on-demand. This content replication enables you to efficiently distribute your content to your customers and can significantly improve your website's capacity, reliability and performance. Your content is replicated across multiple sites and on multiple servers within a single node. These service nodes are connected through AT&T's global IP network and are located in AT&T Global Internet Data Centers and Service Node Routing Centers. Content Management-A suite of content delivery services that accelerates delivery of dynamic and personalized content and improves performance of online transactions and applications for enterprise websites by decreasing the amount of time it takes to load web pages Content Delivery. The suite of services includes:
 - Business Application Management
 - Remote IT Infrastructure Management
 - Hosting, Storage & Cloud Services
 - Video Management Services
 - Public & Private Content Distribution Service
 - Digital Signage
 - Managed Security
 - Managed Internet & VPN Services
 - Broadcast Video Transport

Enterprise Mobility Services – may include but is not limited to the following:

- **Mobile Applications**-can be custom or generally available-an example of a mobile application is Work force Management
- **Mobile Device Management/Management Solutions**- may be customized, allows for all mobile devices to be managed on one platform from a security and policy basis.
- **Mobile Messaging**-allows for custom messaging solutions to mobile devices
- **Mobile Remote Access Services** - Provides Secure, end-to-end connectivity to corporate network from anywhere, any mobile device.

Ethernet Services – may include but is not limited to the following:

- Ethernet – Wide Area Network
- Ethernet Private Line Metro
- Ethernet Switched Metro

**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

Hosting & Application Services – may include the following:

- **AT&T Cloud Services-** a pool of hardware, software and operational Resources. The environment continually scales; capacity is managed behind the scenes to help ensure that resources are always available to the enterprise.
- **AT&T Hosting-** a rich portfolio of flexible hosting solutions including security, storage, intelligent content distribution, disaster recovery and load balancing options with VPN and data Networking integration.
- **AT&T Application Management-** AT&T monitors and manages your enterprise, eCommerce, messaging, and other key applications within our data center or remotely at your site. An end-to-end global solution, taking full responsibility for hosting and managing your applications throughout the lifecycle, or, we can host, manage and provide access to specific business applications or solutions for targeted business units or regions.

Private Line Services – may include but is not limited to the following:

- Local Private Line Service
- Long Distance Private Line Service
- International Private Line Service

Security & Business Continuity Services

- **Network-based security services** that operate in tandem with the AT&T threat management system that scans traffic to help detect, deter and mitigate the damage of Cyber Attacks and Business Interruptions. AT&T offers a wide range of security services, availability and recovery services that provide integrated business continuity and security solutions to support complex networking environments.

Features include:

- AT&T Internet Protect® DDoS Defense provides security alerting and mitigation of DDoS attacks impacting your network
- AT&T Web Security offers a managed network solution for content filtering and web control
- AT&T Intrusion Detection/Prevention Service helps detect and respond to malicious activities by sending you alerts specific to your network
- AT&T Internet Protect® Private Intranet Protect sends you security alerts and notifications providing analysis for identified threats within your network
- AT&T Endpoint Security helps enforcement of security policies designed by the customer related to anti-virus, antispyware, instant Messaging and application use
- AT&T Token Authentication Service uses the same infrastructure that AT&T has in place to help protect its own information and assets
- AT&T Security Analysis & Consulting Solutions utilizes AT&T's expertise in security analysis and consulting to help safeguard your IT infrastructure
- AT&T Firewall Services provides enforcement of policy in the cloud or at the premises with optional features to perform additional scanning

Unified Communications & Collaboration – may include but is not limited to the following:

- Audio Conferencing
- Video Conferencing
- Collaboration Solutions

**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

- Web Conferencing
- Messaging Solutions

Voice Services – may include but are not limited to the following:

- Calling Cards
- Local Voice Services
- Long Distance Voice Services
- International Voice Services
- Advanced Features

VoIP Services – AT&T's Business VoIP portfolio offers converged voice and data solutions for businesses of all sizes.

IP Telephony and LAN Service

AT&T's Business Voice over IP product portfolio includes but is not limited to the following services:

- AT&T IP Flexible Reach, a managed IP trunking solution available to U.S.-based customers that supports local, domestic long-distance and international calling;
- AT&T IP Toll-Free, a managed solution that supports inbound toll-free calls to U.S. locations;
- AT&T Voice DNA, a managed SIP-based, network-hosted solution for U.S. customers;
- AT&T Business in a Box, a managed turnkey voice and data solution for branch offices in the U.S. Business in a Box includes a fully managed device, firewall protection and virtual private networking, and delivers VoIP using AT&T Voice DNA, AT&T IP Flexible Reach
- AT&T IP Telephony/LAN Management provides a fully managed communications solution in the U.S. and across 51 countries. The end-to-end managed IP telephony service can be bundled with AT&T's Managed Router Service (MRS), MIS+, IP Flexible Reach or AT&T Enhanced IP VPN (EVPN).

VPN (Virtual Private Network) Services

AT&T VPN provides the capability to establish any-to-any connectivity through a single MPLS port to each customer location. This is a Network-based IP VPN solution that is enabled by Multiprotocol Label Switching (MPLS). AT&T VPN service enables Customers to build an application aware, network-based Multiprotocol Label Switching virtual private network to link locations and efficiently transmit applications such as voice, data, and video over a single connection.

Emergency Service Provider Database Service (ESPDS) – as referenced in Exhibit 1

ESPDS is designed exclusively for emergency outbound notification by governmental agencies to their local citizens. It lists data and includes sensitive non-listed and non-published information, including service street address. It also contains the listed information of Independent Telephone Companies (ICOs) and Competitive Local Exchange Carriers (CLECs), if present.

Emergency Services Internetwork (ESI NET)

ESI NET provides geographically diverse, IP-enabled call routing and call delivery services.

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**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

ATTACHMENT B-2

AT&T Corp will provide the Services listed below to Miami-Dade County on a request basis when the County determines it may do so under the County's procurement process. The discounts below represent the pre-approved discounts AT&T will extend to Miami-Dade County; however actual pricing is to be agreed upon between both Parties at the time of purchase. This list is not exclusive and is not intended to limit Miami-Dade County's ability to purchase only the Services listed below. The County may procure any services contained in the AT&T Service Guide as generally available.

Professional Services

Professional services offered by AT&T will be provided at a 20% discount from AT&T list prices. Example of such professional services includes:

- Applications development
- Outside Plant Work
- Consulting, Integration and Equipment Solutions

The County will have the option to contract for these services on either a fixed price or a time and material basis. For fixed price engagements, AT&T and the County shall negotiate Statements of Work (SOW) that fully describe the performance requirements, project phases and/or milestones, payment schedules according to the phases or milestones, and any other matter that is pertinent and material.

Outside Plant (OSP) services

AT&T will provide OSP services to the County, upon request, pursuant to the terms and conditions of contract No. BW9403-3/19, this attachment, and the specific requirements contained by the SOW developed for the specific projects.

For the purposes of this attachment, OSP refers to work that is performed outside of building structures to support physical telecommunication links between buildings or campuses and the carrier. OSP work includes the construction, installation, repair, replacement or removal of lines, conduits or network connections. Such work may also involve trenching and boring services.

The County may use this Agreement to obtain OSP work when the services to be performed will be performed in public Rights of Way, or when AT&T has been granted an easement, or has the right to use an existing easement, along the path of the affected conduit or line.

The County may also use this Agreement to obtain services that will be performed on property controlled by the County or on property controlled by a 3rd party where no easement exists, thus requiring the consent of the 3rd party.

For all OSP services acquired under this Agreement an SOW shall be developed that clearly specifies project requirements and pricing.

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**Contract BW9403-3/19 LOCAL TELECOM SERVICES – VOICE AND DATA
Attachment B – Option to Purchase Services and Equipment**

ATTACHMENT B-3

AT&T Corp will provide Products and related Services under the following product portfolios to Miami-Dade County on a request basis when the County determines it may do so under the County's procurement processes. The discounts below represent the pre-approved discounts AT&T will extend to Miami-Dade County; however actual pricing is to be agreed upon between both Parties at the time of purchase. AT&T will extend all warranties as provided by the equipment vendor inclusive of a 90 day warranty for those vendors that offer this warranty.

Additionally, the County may request additional equipment warranty terms and conditions prior to the award of an official purchase order (PO). These may cover, but are not limited to replacement of defective equipment, or the timely correction of identified manufacturer defects. . AT&T will have the right and full purview to decline any such additional requests by the County prior to acceptance of an authorized County PO.

The equipment list provided below is not exclusive, and is not intended to limit Miami-Dade County's ability to purchase only the Products and related Services listed below. The County may procure any Products and related Services contained in the AT&T Service Guide and Product Portfolio as generally available while following standard County procurement practices.

Telecom Equipment Portfolios

- Cisco 15%
- Avaya (Nortel) and Ciena - 15%
- Adtran-APC products (UPS/Power conditioners, etc. - 10%
- Codespear-10%
- Wireless Modems/Routers/Devices manufactured by Sierra, Digi or other ATT Partner- 10%
- Astra Products-VOIP- 10%
- AVOTUS- 10%
- CheckPoint-5%
- EMC-10%
- FatPipe-10%
- Genesys- 15%
- Juniper- 15%
- Marconi- 10%
- Network General-10%
- Oneac-10%
- Polycom-10%
- Plantronics-5%
- Riverbed-5%
- ShoreTel-10%
- Sun Micro Systems-5%

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**EXHIBIT 1 TO ATTACHMENT B1 TO MASTER CONTRACT FOR
TELECOMMUNICATION SERVICES AND OPTION TO PURCHASE EQUIPMENT**

**PRICING SCHEDULE - AT&T EMERGENCY SERVICE PROVIDER DATA SERVICE
(ESPDS)**

A. ESPDS Customer represents and warrants that it is public safety agency responsible for coordinating emergency services for Miami-Dade County. ESPDS Customer represents and warrants that it will use the ESPDS extract solely for the purposes of delivering or assisting in the delivery of emergency notification services to ESPDS Customer's jurisdictional area. ESPDS Customer will provide written certification to AT&T showing that it has the capability and authority to provide the service for which this data is intended prior to placing any orders under this Amendment.

B. The extract will include published, listed, non-published and non-listed information of AT&T customers, and also includes listed information of Independent Telephone Companies (ICOs) and Competitive Local Exchange Carriers (CLECs), if present. The extract will consist of listed address (if present) and ten-digit telephone number. Listed name is optional.

C. ESPDS is available by, and must be ordered by, one of the following primary criteria:

1. City/Municipality Name and State
2. County/Parish Name and State

ESPDS Customer may specify incorporated municipalities, unincorporated municipalities, or both. The information contained in all extract files will be sorted by telephone number in ascending sequence. Extracts will only be provided for the ESPDS Customer's jurisdictional area for which emergency services are authorized. Foreign Listings, Foreign Exchange, Foreign Central Office, and Multiple Listings will be excluded from the extract.

D. ESPDS extract information provided may not be used, in whole or in part, to provide Basic 911 or E911 Service. Misuse of the data provided or failure to comply with any other provisions of this contract or the tariff will be cause for immediate suspension of the service provided hereunder.

E. Any ESPDS information shared between AT&T and the ESPDS Customer is considered confidential and proprietary.

F. ESPDS Extract information provided is available by CDROM.

Definitions

Emergency: Circumstances are defined as either natural or manmade, declared by a governmental entity or a local emergency planning committee duly authorized by a governmental entity, which cause or potentially may cause substantial harm or damage to persons or property.

Emergency Notification Services: are services that notify the public of an emergency.

**EXHIBIT 1 TO ATTACHMENT B1 TO MASTER CONTRACT FOR
TELECOMMUNICATION SERVICES AND OPTION TO PURCHASE EQUIPMENT**

**PRICING SCHEDULE - AT&T EMERGENCY SERVICE PROVIDER DATA SERVICE
(ESPDS)**

Regulations

A. ESPDS Customer must meet the current network standards and must cooperate with the AT&T Network Organization to avoid network problems associated with the use of data obtained through this service.

1. Geographically focused calling patterns that result from the use of the data provided hereunder may cause problems, including congestion, in AT&T's network. One or more of the following must be used by the ESPDS Customer to prevent network congestion problems:

a. The ESPDS customer's calling platforms must be equipped with reorder tone (RO) and "No Circuit Available" (NCA) announcement detection capability. Each platform must provide the capability to automatically throttle back call origination when a threshold of RO and NCA is reached. The throttling algorithm must allow for reduction of call origination to the point where 99 percent of call origination reaches neither NCA, nor RO.

b. The ESPDS Customer's calling platforms must be designed with a call gapping mechanism to allow specification of, at most, one originating call per a specified time interval to any specific NPA-NXX code. The gap must be capable of any time interval between 0 and 10 seconds. This is intended to give the ESPDS subscriber the capability of preventing excessive simultaneous call origination.

c. If the AT&T Network Management Center (NMC) determines that the call volume is having a negative impact on the AT&T network, the NMC will request the ESPDS Customer to throttle the outgoing calls generated by the event to a specified number of simultaneous calls. The ESPDS Customer must implement each request within ten minutes of receipt from the AT&T NMC.

B. The AT&T Network Management Center must be notified of the target location and the size of the event at the launch of an emergency call origination exceeding 1000 calls. AT&T will provide a contact number to the ESPDS Customer for this purpose. The ESPDS Customer will also provide the name(s) of the carrier(s) which will be utilized by the ESPDS Customer for the emergency call origination and the number of simultaneous calls.

C. Each ESPDS customer must provide the AT&T Network Management Center up-to-date contact information for 7 days per week, 24 hours per day, and contact information for 3 levels of management escalation.

D. The ESPDS Customer agrees to work cooperatively with the AT&T Network Management Center in order to avoid network congestion that may affect the ability of customers to call out of an affected area. This includes implementation of call gaps on the calling platform at intervals recommended by the AT&T Network Management Center.

E. The AT&T Network Management Center will utilize protective controls including those outlined in E2.1.12 of AT&T's Intrastate Access Service Tariff, in order to minimize

**EXHIBIT 1 TO ATTACHMENT B1 TO MASTER CONTRACT FOR
TELECOMMUNICATION SERVICES AND OPTION TO PURCHASE EQUIPMENT**

**PRICING SCHEDULE - AT&T EMERGENCY SERVICE PROVIDER DATA SERVICE
(ESPDS)**

congestion and to allow customers the ability to call out of an affected area. The traffic originated based upon the ESPDS Customer's use of the data provided hereunder may be affected by these controls. AT&T will not be liable for the intentional or unintentional blockage of any traffic in any way related to the ESPDS Customer's use, or the use by its agents or contractors, of the data provided hereunder.

F. AT&T does not guarantee the completion of mass calling traffic on its network.

G. With respect to the ESPDS database extract file provided by this service, the ESPDS customer, their agent, and their employees shall:

1. Hold the information in confidence and protect it in accordance with the security regulations by which it protects its own proprietary or confidential information
2. Restrict disclosure of the information solely to those employees with a need to know and not disclose it to any other parties
3. Be responsible for determining the information it will use from the data provided by this service
4. Use the information only in connection with delivering or assisting in the delivery of emergency services and
5. Notify AT&T immediately if there is confirmed or suspected misuse of the data by any party or parties.

H. Any published, listed, non-published, non-listed number, or any other information provided by AT&T shall be used only by the ESPDS customer for the sole purpose of delivering or assisting in the delivery of emergency notification services within the ESPDS Customer's jurisdictional area for which emergency services are authorized. Any use involving the reproduction, publishing, reselling, disclosing, tampering with, or providing access to information in the ESPDS data extract for any purpose other than the provision of emergency notification services is strictly prohibited and any known violations must be reported to AT&T immediately.

I. The data must be secured by the ESPDS Customer from unauthorized usage. ESPDS Customer Security Procedures for preventing unauthorized access to the ESPDS Extract Information includes departmental policy restricting information to authorized users and network security protocols established by the ESPDS Customer.

J. AT&T shall not be required to modify its network operations or protocols to accommodate the ESPDS Customer's equipment, systems, or data processors.

K. Emergency Service Provider Data Service may not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs.

L. ESPDS Customer agrees to hold harmless and indemnify the AT&T, its employees, directors, officers, agents, and subcontractors from and against any and all claims or suits which arise out of or result from the provision of the database extract file, specifically including, but not limited to, all claims or suits resulting from or allegedly resulting from errors or omissions in the file or the use of such information by the ESPDS

**EXHIBIT 1 TO ATTACHMENT B1 TO MASTER CONTRACT FOR
TELECOMMUNICATION SERVICES AND OPTION TO PURCHASE EQUIPMENT**

**PRICING SCHEDULE - AT&T EMERGENCY SERVICE PROVIDER DATA SERVICE
(ESPDS)**

Customer. Notwithstanding the foregoing, the County's obligations under this subsection shall not exceed the limited waiver of sovereign immunity as set forth in Florida Statute Section 768.28.

M. ESPDS Customer agrees to release, defend, indemnify and hold harmless AT&T, its agents, and subcontractors from any and all losses, claims, demands, suits, and other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by the ESPDS Customer or by any other party or person: 1) for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the ESPDS Customer or others, and which arises out of the negligence or other wrongful act of AT&T, the ESPDS Customer, its user agencies or municipalities or employees or agents of any one of them, or 2) for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of the service and the equipment associated therewith, including, but not limited to, the identification of the telephone number, listed or service address, or name associated with the telephone number used by the party or parties utilizing the service hereunder, or 3) arising out of any act or omission of the ESPDS Customer, in the course of using services provided pursuant to this contract. Notwithstanding the foregoing, the County's obligations under this subsection shall not exceed the limited waiver of sovereign immunity as set forth in Florida Statute Section 768.28.

N. In the event the data is enhanced, modified, and/or merged with data obtained from other sources by the ESPDS Customer all restrictions, regulations, and limitations contained in this Amendment remain applicable to the ESPDS Customer.

O. AT&T reserves the right to make changes in the form, content or scope of its ESPDS Extract Information; makes no representation that it will continue to provide the ESPDS Extract Information in its current form in the future; and reserves the right to modify its form, to change the manner in which it is provided. AT&T shall notify ESPDS Customer in writing of any such change not less than thirty (30) days prior to implementation.

P. Any ESPDS Extract Information furnished by AT&T hereunder, whether or not used by ESPDS Customer for the purpose stated herein, shall remain the property of AT&T and ESPDS Customer shall, upon request from AT&T, but in no event later than thirty (30) days following the expiration or termination of this Amendment, return or destroy such source material.

Q. The rights granted herein to ESPDS Customer shall be non-assignable and ESPDS Customer shall have no right to license or permit any other person to use the ESPDS Extract Information or any information extracted therefrom.

R. ESPDS Customer agrees to pay AT&T all applicable fees as specified in the table below and such state, municipal and federal taxes as may be applicable to such transactions (hereafter "Fees") for each submitted Request. Shipping fees shall be paid

**EXHIBIT 1 TO ATTACHMENT B1 TO MASTER CONTRACT FOR
TELECOMMUNICATION SERVICES AND OPTION TO PURCHASE EQUIPMENT**

**PRICING SCHEDULE - AT&T EMERGENCY SERVICE PROVIDER DATA SERVICE
(ESPDS)**

by ESPDS Customer. If ESPDS Customer does not purchase a minimum of 500,000 listing counts per extract, then ESPDS Customer agrees to pay AT&T four cents (\$.04) a listings, plus such state, municipal and federal taxes as may be applicable.

Emergency Service Provider Data Service (ESPDS) Fee Schedule		
Rates	Non-recurring Charge	Rate per listing
Per record included in each extract	-----	\$.02

S. All fees owed to AT&T shall be paid in accordance with Master Agreement Article 9 Method and Times of Payment.

T. The ESPDS Extract Information is provided "AS IS"; AT&T does not warrant or represent that any ESPDS Extract Information made available to ESPDS Customer pursuant to this Amendment is correct or complete; and, ESPDS Customer hereby releases AT&T from any liability due to errors, inclusions or omissions in the ESPDS Extract Information provided hereunder; provided however ESPDS Customer shall be entitled to refund of the amount paid for any individual listing to the extent such listing is found to be inaccurate or incomplete.

U. THE REMEDY STATED IN PARAGRAPH T HEREOF SHALL BE ESPDS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PROVISION OF ESPDS EXTRACT INFORMATION HEREUNDER, AT&T MAKES AND ESPDS CUSTOMER RECEIVES NO WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AT&T SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AMENDMENT FOR DIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

V. Non-Exclusivity- Nothing in this Amendment or elsewhere shall give ESPDS Customer any exclusive right to the use of the ESPDS Extract Information and AT&T shall be free at any time to grant similar rights to others under the same or different terms and conditions as AT&T in its sole discretion may determine.

W. Force Majeure- As covered by Master Agreement Article 46.

X. Survival of Obligations- The provisions of this Amendment that by their sense and context are intended to survive the termination of this Amendment shall so survive and continue in effect in accordance with their terms.

Y. Governing Law- The validity, construction and enforceability of this Amendment shall be governed by the laws and regulations of the State of Florida. ESPDS Customer recognizes and acknowledges that this Amendment may have to be filed with and approved by the Florida Public Service Commission and until the Amendment is approved by Florida Public Service Commission, AT&T shall have no obligation to perform under this Amendment.

**EXHIBIT 1 TO ATTACHMENT B1 TO MASTER CONTRACT FOR
TELECOMMUNICATION SERVICES AND OPTION TO PURCHASE EQUIPMENT
PRICING SCHEDULE - AT&T EMERGENCY SERVICE PROVIDER DATA SERVICE
(ESPDS)**

Z. Severability- As Covered by Master Agreement Article 22 .

AA. Term and Termination

- (i) This Amendment shall commence as of the date when signed by AT&T or approved by the Florida Public Service Commission, if Commission approval is required and shall continue for a period of 24 months (the "Initial Term"). This Amendment shall be automatically renewed after the Initial Term and shall continue in full force and effect until terminated in writing by either party ninety (90) days in advance of the expiration of the initial term. Subsequent to the initial term, this Amendment may be terminated by either party with one hundred eighty (180) days written notice. After the Initial Term, any Fees, terms and conditions of this Amendment may be changed by AT&T upon one hundred eighty (180) days prior written notice to ESPDS Customer before the change is implemented.
- (ii) If ESPDS Customer violates any provision of this Amendment, AT&T may immediately terminate this Amendment without notice, thereof to ESPDS Customer, and seek injunctive relief and all liquidated damages if applicable and other remedies available to it by law or equity. Failure of AT&T to enforce or insist upon compliance with any provisions of this Amendment shall not constitute a waiver thereof nor derogate from AT&T the right to damages or any other relief.
- (iii) Termination of this Amendment shall not relieve ESPDS Customer of the obligation to pay all amounts owing to AT&T as of the date of termination or any of its other obligations contained herein including those in Article Two.

BB. Audits- ESPDS Customer will be obligated to provide proof of intention to use the ESPDS Extract Information only as set forth in this Amendment. AT&T retains the right to audit the use of the ESPDS Extract Information provided. If the ESPDS Customer fails to demonstrate that ESPDS Extract Information is being used in accordance with this Amendment, AT&T may exercise its option to immediately terminate this Amendment.

CC. Entire Amendment -The terms contained in this amendment and the attachment(s) and specification(s) referred to herein, which are incorporated herein by this reference, constitute the entire amendment between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral or written. This Amendment may not be modified except by a writing signed by both parties.

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Contract No. BW9403-3/19
LOCAL TELECOM SERVICES – VOICE AND DATA

Attachment C
Wholesale Digital Subscriber Line (DSL) Transport

Miami Dade County Local Telecom Services – Voice & Data	Master Agreement No. <u>BW9403-3/19</u> Original Effective Date: _____
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AT&T SOUTHEAST

WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT

Pricing Schedule – Attachment C

Miami Dade County

Proprietary Information

Not for use or disclosure outside of AT&T, AT&T affiliates and Wholesale DSL Customers

DOC ID: Wholesale DSL T&C –12-22-2010

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**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

SECTION 1 – DEFINITIONS OF TERMS AND ABBREVIATIONS

SECTION 2 – GENERAL PROVISIONS

SECTION 3 - WHOLESALE DSL TRANSPORT SERVICE - RBAN

SECTION 4 – RATE ELEMENTS AND SERVICE CONDITIONS

Schedule A – Products

Schedule B – Product Charges

Proprietary Information

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DOC ID: Wholesale DSL T&C -12-22-2010

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**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

AT&T SOUTHEAST

WHOLESALE DIGITAL SUBSCRIBER LINE TRANSPORT

STANDARD TERMS AND CONDITIONS

Version 8.0

Proprietary Information

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DOC ID: Wholesale DSL T&C -12-22-2010

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**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

The following are definitions of generally used terms.

- 1.1. **ATM** – Asynchronous Transfer Mode - a connection oriented technology, in which a logical connection is established between the two endpoints before the actual data exchange begins.
- 1.2. **AT&T Southeast** – BellSouth Telecommunications, Inc d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee.
- 1.3. **BBG** – Broadband Gateway – an AT&T Southeast network of DSLAMs using an ATM based aggregation network.
- 1.4. **Destination** – the location of termination of a PPP session, as used in the context of PPP.
- 1.5. **DSLAM** – Digital Subscriber Line Access Multiplexer
- 1.6. **End User** – An individual, association, corporation, government agency or entity associated with one (1) Telephone Number that subscribes to the Service as a purchaser from the Customer and does not resell the Service to others or use the Service as an input to provide an information Service to others.
- 1.7. **EUA** – End User Aggregation - AT&T Southeast technique for collecting and delivering many End User Sessions to Customer at one or a few locations.
- 1.8. **LATA** – Local Access and Transport Area
- 1.9. **L2TP** – Layer 2 Tunneling Protocol - as defined by Internet Engineering Task Force (IETF) RFC 2661
- 1.10. **Logical Connection** – Provides end-to-end information transfer capability from one port to another.
- 1.11. **MSATMS** - Managed Shared Asynchronous Transfer Mode Service – an AT&T Southeast special access service providing for the switching of fixed length ATM cells within end-to-end symmetrical, duplex Permanent Virtual Circuits (PVCs), using ATM switching systems. MSATMS includes the ATM port, loop and transport.
- 1.12. **NID** – Network Interface Device – the point of demarcation between AT&T Southeast's phone line and End User inside wiring
- 1.13. **PVC** - Permanent Virtual Circuit –Software defined logical paths established between two or more points (point to point or point to multi-point). All cells, in all sessions between two end points, follow the same route.
- 1.14. **PPP** – Point to Point Protocol - as defined by Internet Engineering Task Force (IETF) RFC 1661

**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

- 1.15. **PPPoE** – Point to Point Protocol over Ethernet - as defined by Internet Engineering Task Force (IETF) RFC 2516
- 1.16. **Service(s)** – Wholesale offering of DSL Transport services under these Terms and Conditions
- 1.17. **Session** – The element created between a successful start and end of PPP activity, as used in the context of PPP.
- 1.18. **Terms and Conditions or Standard Terms and Conditions** – The terms and conditions applicable to this Pricing Schedule.
- 1.19. **VCI** – Virtual Channel Identifier
- 1.20. **VPI** – Virtual Path Identifier
- 1.21. **WBBG** – Wholesale Broadband Gateway – an AT&T Southeast network of DSLAMS using an Internet Protocol based aggregation network
- 1.22. **XAATMS** - Exchange Access Asynchronous Transfer Mode Service – an AT&T Southeast special access service providing for the switching of fixed length Asynchronous Transfer Mode (ATM) cells within end-to-end symmetrical, duplex Permanent Virtual Circuits (PVCs).

**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SECTION 2 – GENERAL PROVISIONS**

SECTION 2 – GENERAL PROVISIONS

2.1 Scope.

- 2.1.1** The Terms and Conditions of this Pricing Schedule (“Terms and Conditions”) govern the provision of Service(s) by AT&T Southeast. The Terms and Conditions consist of Section 1 - Definition of Terms and Abbreviations, Section 2 – General Provisions, Section 3 – Wholesale DSL Transport Service and Section 4 - Rate Elements and Service Conditions. Except as set forth above, a Customer wishing to purchase Services pursuant to the Terms and Conditions must have on file with AT&T Southeast an Acknowledgement of Terms and Conditions signed by a duly authorized representative of the Customer, wherein the Customer agrees to be bound by these Terms and Conditions for Services ordered hereunder. (As used herein, the term “Party” may be used to refer to AT&T Southeast or the Customer, and “Parties” may be used to refer to AT&T Southeast and the Customer.)
- 2.1.2** These Terms and Conditions will be in effect from the date of receipt by AT&T Southeast of an executed Acknowledgement of Terms and Conditions by Customer. Customer’s adoption of this Pricing Schedule shall be deemed to be such an Acknowledgement.
- 2.1.3** If any terms or conditions of this Pricing Schedule are inconsistent with the terms of the Agreement, the terms of this Pricing Schedule shall take precedence

2.2 Termination; Refusal of New Service.

- 2.2.1** AT&T Southeast may terminate the Customer’s participation in the Terms and Conditions if the Customer: (i) breaches any material term, condition, or obligation of the Terms and Conditions and fails to cure such breach within seven (7) days after written notice of such breach; or (ii) becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due. (Subsections (i) and (ii) may be referred to collectively herein as an “Event of Default.”)
- 2.2.2** In addition, upon Customer’s material breach, AT&T Southeast may, in its sole discretion, elect to refuse orders for new Service and/or refuse to complete pending orders for Service until such time as the default is cured. In the event AT&T Southeast elects to refuse orders for Service, AT&T Southeast shall send written notice to the Customer of such election. Such election to refuse orders for Service shall not be a waiver of AT&T Southeast’s right to terminate under Section 2.2.1, above.
- 2.2.3** The Customer may terminate its participation in the Terms and Conditions at any time, with or without cause, by providing five (5) days written notice of its intent to terminate.
- 2.2.4** Upon termination of the Customer’s participation in the Terms and Conditions, AT&T Southeast will disable the Customer’s ability to order Services; will disconnect all Services ordered hereunder; and all applicable charges, including termination charges, shall immediately become due.

2.3 Payments.

- 2.3.1** The rates and charges payable by the Customer for the Service shall be as set forth in Section 4 and Schedule B. AT&T Southeast will bill the Customer monthly for Service. Payment, including amounts disputed pursuant to Section 2.10, infra, is due thirty (30) days after the bill or invoice date. If any payment due hereunder is not received within the date stated on the bill or invoice, AT&T Southeast may assess a late payment charge of 1% per month.

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2.4 Disclaimer of Liability; Limitation of Liability.

2.4.1 AT&T Southeast's liability, if any, for its willful misconduct is not limited by the Terms and Conditions. With respect to any other claim or suit by the Customer, or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of Service, AT&T Southeast's liability shall not exceed an amount equal to the proportionate charge for the Service for the period during which the Service was affected.

2.4.2 AT&T Southeast shall not be liable for any act or omission of the Customer.

2.4.3 **EXCEPT FOR THE CUSTOMER'S INDEMNIFICATION OBLIGATIONS, BELOW, NEITHER THE CUSTOMER NOR AT&T SOUTHEAST SHALL HAVE ANY LIABILITY TO THE OTHER FOR LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES UNDER THE TERMS AND CONDITIONS, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

2.4.4 In the event an arbitration panel or court should hold that the limitations of liabilities as set forth in the Terms and Conditions, or any portions thereof, are unenforceable for any reason, or that any of the Customer's remedies under these Terms and Conditions fail of their essential purpose, the Customer expressly agrees that under no circumstance shall AT&T Southeast's total liability to the Customer or any party claiming by, through or under the Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid or to be paid by the Customer for use of the Service during the period in which the Customer purchased Service under the Terms and Conditions.

2.5 Limitation and Disclaimer of Warranties.

2.5.1 **NEITHER AT&T SOUTHEAST NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES AT&T SOUTHEAST OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. UNLESS EXPRESSLY STATED TO THE CONTRARY HEREIN, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THE TERMS AND CONDITIONS, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.**

2.6 Indemnification.

2.6.1 Provided that AT&T Southeast is promptly notified in writing of any action brought against the Customer based on a claim that the Service infringes a United States patent, copyright, trademark, or other intellectual property right, AT&T Southeast will indemnify the Customer for all its directly related and reasonably incurred expenses, including reasonable attorneys fees, defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded in that action and/or a settlement resulting from it (provided that the Customer shall permit AT&T Southeast to have sole control over the defense or settlement of such action; the Customer shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without AT&T

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Southeast's prior written approval; and the Customer shall cooperate with AT&T Southeast in all reasonable ways to facilitate the settlement or defense of any claim). If a final injunction is obtained against the Customer prohibiting usage of the Service by reason of infringement of a United States patent, copyright, trademark, or other intellectual property right or if in AT&T Southeast's opinion the Service is likely to become subject to a valid and enforceable claim of infringement, AT&T Southeast will, at its option, either: (1) at its expense procure the right for the Customer to continue using the Service; (2) modify the Service so that it is non-infringing; (3) return the price paid for the Service; or (4) direct the Customer to cease using the Service. In the latter event, the Service shall terminate immediately.

- 2.6.2** The Customer will indemnify and save harmless AT&T Southeast from and against all loss, liability, damage, and expense, including all reasonable attorney fees, due to claims for infringement of patents, copyright, trademark, or other intellectual property rights arising from (1) the Customer or the Customer's end user or any other third party combining or using the Service in connection with equipment, software, data, processes, or facilities furnished by the Customer, the Customer's end user, or other third party; (2) the Customer, the Customer's end user or other third party's use of the Service based on specifications supplied by or specific instructions furnished by the Customer, the Customer's end user, or other third party; (3) alterations or modifications to the Service by the Customer, the Customer's end user, or other third party; (4) use of the Service not in compliance with AT&T Southeast's specifications or requirements; and (5) use of the Service without the most current release or version of equipment, software, data, processes, or facilities associated with the Service. The Customer will indemnify and save harmless AT&T Southeast from and against all loss, liability, damage, and expense, including all reasonable attorney fees, due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use of, or in connection with, the Service or otherwise relating to or arising out of use of the Service by the Customer, an authorized user of the Customer, including any end user of the Customer, or any other third party. The Customer shall have no obligation to indemnify AT&T Southeast for any claim that the Service infringes a United States patent, copyright, trademark, or other intellectual property right.
- 2.6.3** This section states the entire liability of AT&T Southeast, and the Customer's sole remedy, with respect to any infringement or alleged infringement of any intellectual property rights or proprietary rights.

2.7 Modifications to Terms and Conditions.

Wholesale DSL Transport is offered only on a private carriage basis. These Terms and Conditions are effective as of July 31, 2011. AT&T Southeast may modify these Terms and Conditions, including the prices for the Service, and may withdraw, discontinue or revise any or all other aspects of the Service. All such changes shall become effective upon posting of the revised Terms and Conditions at: http://wholesale.att.com/products_and_services/access/dsl/index.html; provided, however, AT&T Southeast shall provide a minimum of thirty (30) days notice of such modification prior to the date such modification is to be effective, unless AT&T Southeast determines an immediate change is necessary in order to protect the security of its network or the service, IN WHICH EVENT AT&T SOUTHEAST WILL MODIFY THE SERVICE IMMEDIATELY, WITHOUT NOTICE. When giving notice of a modification, AT&T Southeast shall provide such notice via customer bulletin electronically posted to AT&T Southeast's website: https://www.bellsouth.com/broadband/dsl_solutions/members

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2.8 Confidentiality

2.8.1 "Confidential Information" consists of the following: all information disclosed by one party or its agent or representative (the "Disclosing Party") to the other party or its agent or representative (the "Receiving Party") in connection with the Terms and Conditions, to the extent that (a) for information disclosed in written, graphic or other tangible form, it is designated by appropriate markings to be confidential or proprietary or (b) for information disclosed orally, it is both identified as proprietary or confidential at the time of disclosure and summarized in a writing so marked within 15 business days following the oral disclosure. Notwithstanding the foregoing, all written or oral pricing and contract proposals exchanged between the parties shall be Confidential Information, whether or not so designated. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. Information that (i) is independently developed by the Receiving Party, (ii) is lawfully received by the Receiving Party free of any obligation to keep it confidential, or (iii) becomes generally available to the public other than by breach of the Terms and Conditions, shall not be Confidential Information.

2.8.2 A Receiving Party shall hold all Confidential Information in confidence from the time of disclosure until at least 3 years following its disclosure (except with respect to Software, which shall be held in confidence indefinitely). During that period, the Receiving Party: (a) shall use such Confidential Information only for the purposes of performing pursuant to these Terms and Conditions and using the Services; (b) shall reproduce such Confidential Information only to the extent necessary for such purposes; (c) shall restrict disclosure of such Confidential Information to employees that have a need to know for such purposes; (d) shall advise those employees of the obligations of the Terms and Conditions; (e) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in this Agreement; and (f) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information.

2.9 Use of Marks; No License Grant.

2.9.1 The Customer may, in response to a direct end user inquiry, advise end users that a portion of the service the Customer furnishes to its end users is provided by AT&T Southeast; provided, however, the Customer shall not represent that AT&T Southeast jointly participates in the Customer's services. AT&T Southeast's service marks, trademarks and logos are owned by AT&T Intellectual Property II, L.P. d.b.a. AT&T Intellectual Property, and may not be used by the Customer. The Customer acknowledges that it is separate and distinct from AT&T Southeast and that it provides a separate and distinct DSL service and agrees that the Customer may not, expressly or impliedly, state, advertise or market that it is, or offers the same DSL service as AT&T Southeast or engage in any other activity that may result in a likelihood of confusion between its own service and AT&T Southeast's DSL service.

2.9.2 No license is granted by AT&T Southeast to the Customer under any copyright, trademark, patent or other intellectual property right in the Service, or any materials, processes or technology related thereto.

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2.10 Bill Disputes.

The Customer shall submit a documented written claim to support each specific disputed amount no later than sixty (60) days from the invoice date. Upon receipt of the Customer's documented bill dispute, AT&T Southeast shall work with the Customer to resolve the dispute in a timely manner. If the dispute is resolved in favor of the Customer, interest equivalent to the late payment charge set forth in Section 2.3, above, shall be calculated from the date of the overpayment to the resolution date.

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2.11 Deposit.

Using its deposit standards, AT&T Southeast shall assess and Customer shall pay any initial deposit amount required before Services are provided. AT&T Southeast may require Customer, during the term of these Terms and Conditions, to tender a deposit in an amount to be determined by AT&T Southeast in its reasonable discretion. AT&T Southeast will rely upon commercially reasonable factors to determine the need for and amount of any deposit. These factors may include, but are not limited to, payment history, number of years in business, history of service with AT&T Southeast, bankruptcy history, current account treatment status, financial statement analysis, and commercial credit bureau rating, as well as commitment levels and anticipated monthly charges. Any deposit will be held by AT&T Southeast as a guarantee for the payment of charges. A deposit does not relieve Customer of the responsibility for the prompt payment of bills. Interest will be paid to Customer for any period that a cash deposit is held by AT&T Southeast. AT&T Southeast may apply a deposit against past due charges at any time.

2.12 Changes and Substitutions.

AT&T Southeast may, where reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service under the Terms and Conditions, or change minimum protection criteria, operating or maintenance characteristics of facilities or operations and procedures. AT&T Southeast shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, AT&T Southeast will provide reasonable notification to the Customer and reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics.

2.13 Taxes, Universal Service Fund, and Other Fees.

- 2.13.1** For purposes of this Section, the term "Tax" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights-of-way, whether designated as franchise fees or otherwise), which are imposed, or sought to be imposed, on or with respect to the Services furnished hereunder or measured by the charges or payments therefore.
- 2.13.2** Except as otherwise provided in this Section, AT&T Southeast shall separately state on each applicable invoice, and the Customer shall pay, all applicable Taxes.
- 2.13.3** AT&T Southeast shall not invoice the Customer for a Tax if, and to the extent that, (i) the Customer furnishes AT&T Southeast with a properly executed certificate of exemption or direct pay permit and satisfies any other requirements under applicable law; and, if in AT&T Southeast's judgment such Tax is considered by the taxing authority to apply to some or all of the Services furnished hereunder or (ii) the Customer furnishes AT&T Southeast with a ruling or similar documentation from the taxing authority stating that such Tax does not apply to some or all of the Services furnished hereunder.
- 2.13.4** The Customer shall protect and indemnify AT&T Southeast from and against the assessment or collection by a taxing authority of any Tax not invoiced by AT&T Southeast, provided that AT&T Southeast permits the Customer to contest the assessment or collection of such Tax or, if required by applicable law and requested by the Customer,

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contests such assessment or collection on behalf of the Customer but at the Customer's expense.

- 2.13.5** AT&T Southeast shall permit the Customer to contest any Tax paid by such Customer, either by assigning to the Customer its right to claim a refund of such Tax or, if required by applicable law and requested by the Customer, filing and pursuing a claim for refund on behalf of the Customer but at the Customer's expense.
- 2.13.6** In any contest of a Tax by AT&T Southeast or the Customer, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest; provided, however that the reasonable costs of providing such assistance shall be reimbursed by the requesting party.
- 2.13.7** To the extent AT&T Southeast pays into the universal service fund for Services purchased by the Customer, the Customer shall reimburse AT&T Southeast for all such universal service fund charges paid.
- 2.13.8** Notwithstanding any provision of this Agreement to the contrary, any administrative, judicial, or other proceeding concerning the application or amount of any Tax shall be maintained in accordance with the provisions of this Section and any applicable federal, state or local law governing the resolution of such disputed Tax. Under no circumstances shall a dispute by the Customer relating to the application or basis of any tax be considered a disputed amount under this agreement; and except as expressly provided in this section, the Customer shall not be relieved of paying any Tax billed by the Company.

2.14 Resolution of Disputes.

- 2.14.1** Except for a breach of the obligations set forth in Section 2.6, entitled "Indemnification," Section 2.9, entitled "Use of Marks, No License Grant", or a collection action for nonpayment brought by AT&T Southeast and without limiting either party's right to seek appropriate injunctive relief, any controversy, claim or dispute arising out of or relating to the Terms and Conditions for the breach, termination, enforcement, interpretation or validity thereof ("Disputed Matter"), whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory, shall be resolved by final and binding arbitration governed by the Federal Arbitration Act, 9 USC §§1-16. (However, disputes that meet the small claims court requirements in the state in which the Services are provided may be resolved in small claims court, if both parties concur in the use of that court.)
- 2.14.2** In the event of any Disputed Matter, AT&T Southeast and the Customer shall submit the matter to mediation within thirty (30) days of one Party receiving from the other Party a written request to mediate. The Parties may choose any institutional or informal means to mediate a Disputed Matter prior to seeking arbitration.
- 2.14.3** In the event the Parties cannot resolve the matter by mediation, any ensuing arbitration of a Disputed Matter conducted pursuant to the Terms and Conditions shall be administered by the International Institute for Conflict Prevention and Resolution ("The Institute"; f/k/a the CPR Institute for Dispute Resolution and the Center for Public Resources) pursuant to its then current Rules for Non-Administered Arbitration ("The Rules.")
- 2.14.4** In the event the Parties agree that the Disputed Matter involves a sum at issue of less than \$1 million, the arbitration will be submitted to one arbitrator to be selected by The Institute in accordance with The Rules. If one Party or both Parties reasonably consider the Disputed Matter to involve a sum at issue in excess of \$1 million, the arbitration shall be conducted by three arbitrators, of whom each Party shall designate one in accordance with the "screened" appointment procedure provided in The Rules.

Proprietary Information

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- 2.14.5** The parties have the right to be represented by counsel. The arbitrator(s) shall be bound by and strictly enforce the Terms and Conditions, and may not limit, expand or otherwise modify the Terms and Conditions in conducting the arbitration and making any award. The arbitrator(s) shall also be bound by the substantive law of the State of Florida without giving effect to its choice of law principles. Any arbitration will be conducted in Miami, Florida. Arbitrations under the Terms and Conditions shall be kept confidential.
- 2.14.6** Disputes under the Terms and Conditions may not be (1) resolved on a class-wide basis, (2) joined with another lawsuit, or (3) joined in an arbitration with a dispute of any other entity. The arbitrator(s) may not award, and the Parties waive any claims for awards for punitive, exemplary or similar damages, or attorney's fees. The arbitrators are not empowered to award damages in excess of compensatory damages. The arbitrator(s) shall be bound by and apply any and all other limitations of liability or disclaimers of liability contained in any section of the Terms and Conditions, which are hereby incorporated in this Section 2.14.
- 2.14.7** Each Party must pay its own expenses to participate in the arbitration, including attorney's fees and expenses related to the presentation of evidence, witnesses and document production.
- 2.14.8** Unless both Parties agree to an extension of time, any hearing of a Disputed Matter shall be completed no later than 180 days after the date of the initial pre-hearing conference required by The Rules. The arbitration award shall be issued no later than thirty (30) days after the completion of the hearing. Such award shall be final when deemed final in accordance with The Rules. The award shall state the reasons supporting the award. The motion for entry of judgment on the award may be filed in any court of competent jurisdiction.

2.15 Non-Waiver.

No delay or failure by either Party to exercise any right under the Terms and Conditions and no partial exercise of any right under the Terms and Conditions shall constitute a waiver of that right or any other right.

2.16 Notices.

- 2.16.1** Unless otherwise stated, notices, authorizations, and requests required or desired to be given or made in connection with the Terms and Conditions shall be in writing and delivered by, certified or registered mail (return receipt requested), express air courier (charges prepaid) or hand delivery, and addressed as follows (or to such other address as the Party to receive the notice or request so designates by notice to the other):

If to AT&T Southeast, the notice should be directed to Wholesale DSL Marketing as follows:

AT&T Broadband Services
ATTN: Product Manager - Wholesale DSL
Room 1043
1010 N. St. Mary's Street
San Antonio, TX 78215-2109

If to the Customer, notice shall be to the location designated in the Customer's Acknowledgement of Terms and Conditions or Agreement, or if no such location is designated, to the Customer's billing location. In addition, if the Customer supplies an email address on its Acknowledgement of Terms and Conditions, AT&T Southeast may provide notice via email.

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2.16.2 If a notice is given by either Party by certified or registered mail, it will be deemed received by the other Party on the third business day following the date on which it is deposited for mailing. If a notice is given by either Party by air express courier, it will be deemed received by the other Party on the next business day following the date on which it is provided to the air express courier. If a notice is given by hand-delivery, it will be deemed received by the other Party upon such delivery.

2.17 Force Majeure.

No Party shall be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any regulated telephone network or any other occurrence commonly known as force majeure, including, but not limited to, war, terrorist acts, riots, embargoes, hurricane or other natural disasters, strikes, work stoppage, work slowdown, or other concerted acts of workers (whether of AT&T Southeast or others), casualties or accidents, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Service. AT&T Southeast may delay performance of its obligation to provide the Service for so long as such occurrence or occurrences affect AT&T Southeast's ability to provide the Service, and in such event AT&T Southeast shall have no liability to the Customer for failure to provide the Service.

2.18 Regulatory Mandates.

The Customer expressly recognizes that AT&T Southeast is regulated by the Federal Communications Commission ("FCC") and state public utility commissions. The FCC has authorized AT&T Southeast to offer the Service via a private carriage arrangement. In the event such authority ceases, AT&T Southeast may terminate the Terms and Conditions effective with the cessation of such authority. In addition, the Terms and Conditions may be subject to such other changes or modifications as any such regulatory body may from time to time direct in the exercise of its jurisdiction.

2.19 Assignments.

2.19.1 The Customer may not assign or transfer, nor accept the assignment or transfer of, the use of Services or any rights, duties or obligations under this Agreement (e.g., through merger, acquisition, consolidation, etc.) except that, if there is no interruption of use of Service (other than any interruption required by AT&T Southeast to process the assignment or transfer) or relocation of the Services, such assignment or transfer may be made to or from:

2.19.1.1 Another Customer, whether an individual, partnership, association or Corporation, provided the assignee or transferee assumes all outstanding indebtedness for such Services, the unexpired portion of the minimum period, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any; or,

2.19.1.2 A court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period, the applicable charges associated with any name change on billing and Service records, and the termination liability applicable to such Services, if any.

2.19.2 In all cases of assignment or transfer, the written approval of AT&T Southeast is required prior to such assignment or transfer, which approval shall not be unreasonably withheld. Any such approval will be given within fifteen (15) calendar days after the receipt of notification from the Customer. The assignee or transferee (new Customer) shall provide to

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AT&T Southeast a written release for the use of such Services from the assignor or transferor (former Customer). All terms, conditions and applicable charges, as set forth in these Terms and Conditions, shall apply to such assignee or transferee.

2.19.3 The assignment or transfer of Services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

2.20 Limitation of Actions.

Except for billing disputes brought pursuant to Section 2.10 above, no action, regardless of form, arising out of these Terms and Conditions may be brought by either AT&T Southeast or the Customer more than one year after the cause of action has arisen.

2.21 Entire Agreement.

The Terms and Conditions set forth the entire agreement between the Customer and AT&T Southeast regarding any Service provided pursuant to the Terms and Conditions, and supersedes any prior written or verbal proposals, agreements, letters of intent, understandings or other discussions respecting the same. AT&T Southeast will not be bound by any provision contained in any order, request for service, confirmation, correspondence or other communication from the Customer that is at variance with, in addition to, or conflicts with any provision of the Terms and Conditions, unless such variance, addition or conflict is specifically identified in a written agreement signed by the Customer and an authorized representative of AT&T Southeast. No agent, employee, or representative of AT&T Southeast has any authority to bind AT&T Southeast to any affirmation, representation, or warranty unless the same is specifically set forth in the Terms and Conditions or other written agreement as provided above.

2.22 Severability.

If any provision of the Terms and Conditions conflicts with the law under which the Terms and Conditions are to be construed or if any such provision is held invalid by a tribunal with jurisdiction over the Parties, such provision shall be deemed inoperative to the extent it is deemed invalid, but the validity of the remaining portions of provisions shall not be affected thereby so long as the Parties' respective rights and obligations in the aggregate hereunder would not be materially affected thereby taken as a whole.

2.23. Survival.

The following Sections will survive termination or expiration of this Agreement: Section 2.3, Payments; Section 2.4, Disclaimer of Liability; Limitation of Liability; Section 2.5, Limitation and Disclaimer of Warranties; Section 2.6, Indemnification; Section 2.8, Confidentiality; Section 2.9, Use of Marks; No License Grant; Section 2.10, Bill Disputes; Section 2.11.3, Deposits, Section 2.13, Taxes, Universal Service Fund and Other Fees; Section 2.14, Resolution of Disputes; Section 2.15, Non-waiver; Section 2.16, Notices; Section 2.17, Force Majeure; Section 2.19, Assignments; Section 2.20, Limitation of Actions; Section 2.21, Entire Agreement; Section 2.22, Severability; and this Section 2.23.

2.24. No Third Party Beneficiaries.

Nothing in this Agreement is intended to confer benefits, rights or remedies unto any person or entity other than the Parties and their permitted successors and assigns.

2.25. Compliance with Laws.

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Each Party shall comply with all prevailing laws, rules and regulations and obtain all necessary approvals, consents and permits required by the applicable agencies of the government of the jurisdictions that apply to its activities or obligations under the Terms and Conditions.

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SECTION 3 – WHOLESALE DSL TRANSPORT SERVICE**

SECTION 3 - WHOLESALE DSL TRANSPORT SERVICE

3.1 Service Description

The Service is provided between the Customer's designated End User premises and the Customer's EUA network connection. It utilizes asymmetrical DSL technology over the high frequency portion of a DSL line. A DSL line is the physical facility between AT&T Southeast's DSLAM (or remote terminal where a remote terminal has been installed by AT&T Southeast) and the NID located at the End User premises ("DSL Line"). The Service requires an in-service, AT&T Southeast provided retail End User premises exchange line facility ("In-Service Exchange Line Facility"). An In-Service Exchange Line Facility shall mean the serving Central Office line equipment and all the plant facilities up to and including the AT&T Southeast provided NID. AT&T Southeast retains ownership of the DSL Line. The Service is not available over unbundled network elements ("UNEs").

- 3.1.1** The Service is furnished where suitable facilities are available in AT&T Southeast's franchise territories in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee (the "Territory"). Service availability shall be as determined by AT&T Southeast's loop qualification system.
- 3.1.2** "Downstream" speeds represent connection speeds measured in kilobits per second ("Kbps") or megabits per second ("Mbps"), from AT&T Southeast's DSLAM (or remote terminal where a remote terminal has been installed by AT&T Southeast) to the NID. "Upstream" speeds represent connection speeds from the NID to AT&T Southeast's DSLAM (or remote terminal). These speeds are up to speeds based upon a maximum DSL connection speed between the DSLAM (or remote terminal) and the NID. Actual speeds may vary and are not guaranteed as many factors affect speed. AT&T Southeast makes no representation or warranty regarding the Downstream or Upstream speeds the customer may actually experience.
- 3.1.3** The Service is a session based service. PPP Sessions are delivered by AT&T Southeast between the End User location and the Customer's End User Aggregation network connection. The authentication, authorization and accounting activities required for Sessions are the responsibility of the Customer.
- 3.1.4** To transport the Sessions, AT&T Southeast and Customer shall use L2TP tunneling protocol and Internet Protocol ("IP") routing.
- 3.1.5** PPP Sessions require PPPoE protocol.
- 3.1.6** Multiple simultaneous Sessions and Destinations are available, depending upon the Product purchased, as shown in the Products defined in Schedule A.. Each Session and Destination combination has a charge. A minimum of one Session and one Destination is required for each Product. A maximum of 2 Sessions and 3 Destinations are available for each Product
- 3.1.7** AT&T Southeast will route Customer's Sessions based upon Domain Groups. A Domain Group identifies a single or group of Domain Name(s) that are routed to the same point for a Customer. A Domain Name is a unique name registered by Customer with ICANN ("Internet Corporation for Assigned Names and Numbers"). Any given Domain Name can exist in only one Domain Group. A Domain Group may contain a maximum of 10 Domain Names, unless otherwise requested by the Customer and agreed to in writing by the Parties.

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- 3.1.8** AT&T Southeast will provide the Services in the form of the products shown in Schedule A (the "Product"), at the rates set forth in Schedule B. AT&T Southeast may change product names without notice.
- 3.1.9** Use of Service
- 3.1.9.1 Customer and its End Users may use the Service to access the Internet, access a private Customer network, run applications of their choice; and attach any devices or equipment of their choice, subject to the provisions of the sub-sections below.
- 3.1.9.2 The characteristics and methods of operation of any circuits, facilities, devices or equipment provided by Customer or any other third party and used in connection with or otherwise associated with the Service shall not interfere with or impair any other service provided by AT&T Southeast, its affiliated companies, or any carrier, including a competitive local exchange carrier, that is using AT&T Southeast's network; cause damage to AT&T Southeast facilities; impair the privacy of any communications carried over AT&T Southeast facilities; or create hazards to the public, employees of AT&T Southeast, its affiliated companies, or any carrier, including a competitive local exchange carrier, that is using AT&T Southeast's network.
- 3.1.9.3 The Service shall not be used for any illegal or unlawful purpose or in any manner that violates any provision of this agreement. AT&T Southeast reserves the right to immediately disconnect the Service, with or without notice to Customer, at a location where AT&T Southeast becomes aware that the Service is being used for an unlawful purpose.
- 3.1.9.4 Excessive use of bandwidth is not permitted. The Service is designed to handle traffic that is variable in nature. The data rates, actual throughput and latency of all Services are affected by excessive use of bandwidth. Applications such as file sharing, peer-to-peer traffic, and video streaming can result in degradation of services being provided by AT&T Southeast and third parties as well as loss of quality of service experienced by the end users of AT&T Southeast and third parties. AT&T Southeast will monitor its network for excessive use. AT&T Southeast reserves the right to immediately disconnect Service, upon notice to NSP, at any location that AT&T Southeast determines is adversely affecting AT&T Southeast's network.
- 3.1.9.5 In the event that AT&T Southeast determines the Service is being used in such a manner as to invade the privacy or cause harm to third parties by such means as propagation of a virus or worm, hacking, spamming, or threat of violence. AT&T Southeast reserves the right to immediately disconnect Service, upon notice to Customer, at the location where the Service is being used in such manner.
- 3.1.9.6 Customer agrees that Customer will sell the Service only to End User for End Users' own internal use.

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3.2 End User Aggregation and Access Connection

- 3.2.1 EUA is used to collect and organize End User Sessions. Simultaneous End User Sessions will be regionally grouped and directed to the Customer over AT&T Southeast facilities such that many Sessions in a particular Region (as defined in 3.2.3) are delivered to Customer in one or more streams of information, organized by Domain Group. The delivery point is called the EUA Access Location.
- 3.2.2 AT&T Southeast may implement multiple methods or networks of EUA. At present, AT&T Southeast has two networks for EUA – called BBG and WBBG. AT&T Southeast may add new networks and/or service delivery methods for EUA, or rearrange the existing EUA.
- 3.2.3 A Region is defined as each LATA in which AT&T Southeast provides the Service. There are 38 LATAs and thus 38 Regions.
- 3.2.4 AT&T Southeast will deliver the Services via a logical connection to an NSP designated EUA Access Location for each EUA network.
- 3.2.5 Customer shall establish an ATM based EUA access connection (“Access Connection”) for each Region in which Customer takes delivery of the Services. Access Connections may be any type of transport listed below. These connections are purchased by Customer pursuant to other terms and conditions or BellSouth’s FCC No. 1 Tariff (“Tariff”). All Access Connections into a given Region must be of equal type and capacity.

Access Connection - Type of Transport	Approximate Capacity
ATM DS1	1.5 Mbps
ATM DS3	45 Mbps
ATM OC3	150 Mbps
ATM OC12	600 Mbps

Bonding of connections to form higher capacity bandwidth is not available for EUA. Fractional (sub-rate) bandwidth from a connection is not available for EUA.

- 3.2.6 The Access Connection(s) shall be either an AT&T Southeast XAATMS or MSATMS service (or other such ATM service as AT&T Southeast may authorize), and shall terminate on an AT&T Southeast port on the respective ATM network.
- 3.2.7 Each Access Connection shall be identified as either a Dedicated EUA Access or a Shared EUA Access. Dedicated EUA Access shall mean that the ATM connection is used exclusively for the delivery of the Service. Shared EUA Access shall mean that the ATM connection is used for delivery of the Service and for other appropriate ATM services the Customer may arrange.
- 3.2.8 The charges for connecting each Access Connection are set forth in Section 4.
- 3.2.9 Customer shall assign a unique and dedicated PVC on each Access Connection for use as the logical connection to each EUA network. Customer shall ensure that L2TP tunneling protocol and IP protocol shall be implemented in accordance with designs determined by AT&T Southeast. Each EUA network may differ in their specific detailed implementation of the L2TP tunneling protocol and/or IP protocol.
- 3.2.10 The network and EUA on which any aspect of the Service will be delivered will be the sole determination of AT&T Southeast. Customer shall not be permitted to pre-assign or request a Service from any particular EUA network in a Region.

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3.2.11 Customer shall not share an Access Connection with another Customer for purposes of EUA without prior written permission from AT&T Southeast.

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3.3 Service Ordering, Provisioning and Testing

- 3.3.1** The Customer shall order the Service via AT&T Southeast's Service Order Entry Gateway or other AT&T Southeast designated ordering system ("SOEG"). The Customer shall provide all information necessary for AT&T Southeast to provide and bill for the Service, including, but not limited to:
- a. Customer's contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.
 - b. Customer's electronic mail address
 - c. Type of request (New order, Change Order, etc)
 - d. Product requested
 - e. Customer Domain Group Name information
 - f. End User VPI and VCI (between End User equipment and DSLAM only)
 - g. End User Destination(s) and Number of Sessions per Line, where more than one of each is part of the order.
 - h. Requested Due Date
 - i. End User's name and premise address(es) Connection data rate (Product)
 - j. End User Telephone Number on which DSL is to be provided.
 - k. Departmental Identifier (DI Code)
- 3.3.2** Requests for Administrative or Service Rearrangement changes are made through SOEG.
- 3.3.3** Customer's access to SOEG is enabled with a user name and password. Access locations are via specific Internet URL addresses, to be provided by AT&T Southeast to Customer.
- 3.3.4** An order can be placed either by a human oriented Web form-based to SOEG or by multiple orders via a computer interface to SOEG.
- 3.3.5** Single and multiple orders will be accepted on a first-come, first-served, basis among all AT&T Southeast customers using the Service. First come, first served denotes a procedure followed when the first request received will be the first request processed. Each new order or re-arrangement constitutes one request.
- 3.3.6** Completion of orders will be subject to AT&T Southeast's ability to process the requests by the provided due date. Should AT&T Southeast be unable to meet the anticipated due date for all rearrangements scheduled for a particular date, due to resource issues or circumstances beyond its control, due dates for future requests will be adjusted to accommodate earlier dated request(s).
- 3.3.7** Customer may request a modification of its order at any time prior to the due date. AT&T Southeast will make every effort to accommodate the requested modification when it is able to do so with the normal work force assigned to complete such a modification within normal business hours, without charge. Customer requested modifications that cannot be completed prior to the due date will be completed as if for new service.
- 3.3.8** In the event Customer cancels an order for DSL on or after the installation due date, Customer shall be obligated to pay AT&T Southeast an order cancellation charge in an amount equivalent to the Termination Liability Charge (TLC) plus all non-recurring charges for the applicable service as set forth herein. Cancellation charges will not apply when Customer cancels an order prior to the installation due date, when Customer cannot synchronize the terminal equipment with the Service or when AT&T Southeast misses a due date by more than 30 days due to circumstances over which it has direct control.
- 3.3.9** To the extent AT&T Southeast makes an ordering system available to Customer for testing, the use of such ordering system shall be subject to these Terms and Conditions.

Proprietary Information

Not for use or disclosure outside of AT&T, AT&T affiliates and Wholesale DSL Customers

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- 3.3.10** AT&T Southeast has the right to test and adjust the Service and all associated functions at its discretion. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions during such tests and adjustments.
- 3.3.11** AT&T Southeast will terminate, without notice, any Service in place on an In Service Exchange Line Facility if the telephone service to the In Service Exchange Line Facility is terminated for any reason. It shall be the responsibility of Customer to re-order the necessary Service if and when the End User obtains a new In Service Exchange Line Facility or re-establishes service to the terminated In Service Exchange Line Facility.

**AT&T SOUTHEAST
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SECTION 3 – WHOLESALE DSL TRANSPORT SERVICE**

3.4 Responsibilities of Parties in Providing and Using the Service

- 3.4.1** The responsibility of AT&T Southeast shall be limited to the providing and maintaining the Service, generally between the End User premises NID and Customer's designated EUA location, in a manner proper for the furnishing of such Service. AT&T Southeast will qualify the exchange line facility to determine the suitability of the existing, in-service facility, for the Service. The Service shall have only one point of termination per End User premises. Any additional termination points beyond such point of termination are the sole responsibility of Customer.
- 3.4.2** AT&T Southeast shall not be responsible for installation, operation, or maintenance of any terminal equipment or communications system provided by a Customer or their End User. Where such equipment or system is connected to AT&T Southeast facilities, the responsibility of AT&T Southeast shall be limited to furnishing the Service in accordance with these Terms and Conditions. AT&T Southeast shall not be responsible for damage to a terminal or computer equipment or communications system provided by a Customer or its End User caused by AT&T Southeast testing.
- 3.4.3** AT&T Southeast shall not be responsible to a Customer or its End User if changes in any AT&T Southeast facilities, operations, or procedures utilized in the furnishing of the Service render any facilities or equipment provided by the Customer or its End User obsolete, or require modification or alteration of such equipment or system, or otherwise affects its use or performance. It is expressly declared that In-Service Exchange Line Facilities are in a continually decreasing supply and that AT&T Southeast does not hold itself in a position to warrant their availability. Should AT&T Southeast initiated changes occur that render an In-Service Exchange Line Facility incapable of transporting the Service, AT&T Southeast will not be required to continue the Service, and the Customer will not be liable for any termination liability charges.
- 3.4.4** AT&T Southeast undertakes to maintain and repair the facilities that it uses to provide the Service. Neither the Customer nor its End User may rearrange, disconnect, remove or attempt to repair any equipment installed by AT&T Southeast, without prior written consent of AT&T Southeast.
- 3.4.5** The Customer shall be responsible for installation and/or testing of its End Users' premises equipment and/or facilities to ensure that such End User premises equipment or facilities operate properly when connected to the Service.
- 3.4.6** It shall be the responsibility of the Customer and/or its End User to ensure the continuing compatibility of Customer Premises Equipment ("CPE") at the End-User premises. The Customer and/or its End User shall be responsible for any expenses incurred for required changes to the Customer's and/or its End User's equipment or facilities in order to make such equipment or facilities compatible with the Service
- 3.4.7** If requested by AT&T Southeast, the Customer must produce a letter of authorization from an End User requesting that the Customer obtain a high speed data connection to the End User's premises using the Services provided by the Terms and Conditions. When two or more Customers request AT&T Southeast to provide the Service, and designate the same End User premises served by the same exchange line facility as the Customer designated location, the Service will be provided to the Customer that provides AT&T Southeast with a written letter of authorization from the End User selecting that Customer as the End User's service provider. AT&T Southeast will honor the most current letter of authorization executed by the Customer's End User.
- 3.4.8** Customer shall provide all technical support to Customer's End Users. In no event will AT&T Southeast accept any technical support or trouble call from any End User of the

Proprietary Information

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Customer. Customer shall be responsible for providing all other customer support to its End Users, and all marketing, billing, ordering and repair services to its End Users.

- 3.4.9** AT&T Southeast will provide reasonable technical support to Customer in troubleshooting the Service being provided by AT&T Southeast. Customer will be provided with contact methods and procedures for such support. Customer shall provide and use normal first level troubleshooting procedures with the End User before engaging AT&T Southeast technical support.
- 3.4.10** Customer acknowledges that the Service, and associated AT&T Southeast and Customer facilities utilize complex technology. Customer accepts complete responsibility for the designing, configuring, operating and troubleshooting of any Customer equipment at End User locations or Customer network locations. AT&T Southeast does not endorse any particular equipment for these purposes.
- 3.4.11** Customer shall at all times be the Customer of record with respect to all Services purchased hereunder and shall be responsible for payment to AT&T Southeast.

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**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SECTION 4 – RATE ELEMENTS AND SERVICE CONDITIONS**

SECTION 4 – RATE ELEMENTS AND SERVICE CONDITIONS

4.1 Rate Elements and Service Conditions

In providing the Service, AT&T Southeast will charge the following rate elements, as applicable. There are two (2) categories of rates and charges: Nonrecurring charges and Monthly recurring charges. Nonrecurring charges are one-time charges that apply for specific work activity (i.e., installation of a Service). Monthly recurring charges are the rates applied each month for the Service. All charges to Customer will be rendered by standard AT&T Southeast billing systems.

4.1.1 Product Charges— a monthly charge and a non-recurring charge for each of the Products and Sessions/Destinations in service as set forth in Schedule B.

4.1.2 Charges for connecting EUA to each Access Connection – the following monthly charges and non-recurring charges will apply for each LATA in which Customer chooses to purchase the Service.

Type of Transport	Non-recurring Charge	Shared ATM connection for EUA, each LATA		Dedicated ATM connection for EUA, each LATA	
		Monthly Rate	USOC	Monthly Rate	USOC
ATM DS1	\$600	\$150	ADFAA	\$250	ADFA1
ATM DS3	\$600	\$650	ADFAB	\$1000	ADFA4
ATM OC3	\$600	\$1200	ADFAC	\$1800	ADFA5
ATM OC12	\$600	\$3200	ADFAD	\$4500	ADFA9

4.1.3 Administrative Changes – Administrative Changes will be made without charge(s) to Customer. Administrative changes are as follows:

- a. Change of Customer's designated End User's name (that is, the Customer of record does not change, but rather the End User of record changes its name; e.g., JKL Corp. to JKL LLP),
- b. Change of Customer's designated End User premises address when the change of address is not a result of physical relocation of the End User,
- c. Change in Customer billing data (name, address, contact number, etc.), and
- d. Change in Customer billing account name.

4.1.4 Service Changes

4.1.4.1 Move charge - A move charge applies for each Service moved to an End User's new premises as requested by Customer. This charge is equal to the sum of all the nonrecurring charges applicable for a new installation Service which non-recurring charges are set forth in Schedule B. If Service is available at the End User's new premises as designated by Customer, no Termination Liability Charge ("TLC") is applicable when the service orders to install the Service at the End User's new premises and to disconnect the Service at the End User's old premises are for the same End User, both orders are related together, and there is no lapse in billing between installation and disconnection of the Service. If the Service is not available at the End User's new premises as designated by Customer, the move request will be treated as a discontinuance of service at the old premises and

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SECTION 4 – RATE ELEMENTS AND SERVICE CONDITIONS**

Customer will remain responsible for satisfying minimum period obligations. If appropriate, a TLC as specified will apply.

4.1.4.2 Product Changes - Changes of Customer's existing service from one Product to a different Product will be made with no nonrecurring charges applying to Customer. Similarly, changes of Customer's Domain Group for an existing End User Service will be made with no nonrecurring charges applying to Customer. In addition, no Termination Liability Charges are applicable to the original Product for such changes.

4.1.5 **Minimum Service Periods and Termination Liability Charges** – Each Product has a minimum service period as specified below. All Session/Destination Charges have the same minimum service period as their corresponding Product. A TLC is applicable on a per Product, per End User basis for any disconnections prior to completion of the appropriate Minimum Service Period set forth below. Where the TLC is stated as "remainder of Minimum Service Period", the TLC is equal to the number of months of minimum service period, less the number of months of completed service multiplied by the monthly rate applicable for the Product which the Customer ordered.

A TLC does not apply if:

- a. Customer cannot synchronize its terminal equipment with the Service, or
- b. A Product is terminated prior to completion of the appropriate minimum service period as a result of a Customer requested change to a different Product. However, a new minimum service period and new monthly rate appropriate for the new Product will apply.

Product	Minimum Service Period	Termination Liability Charge
Session Based DSL BBG 1.5m x 256k	6 months	\$50.00
BBG 3m x 384k	6 months	\$100.00
Bus 768k x 512k	6 months	\$200.00
Bus 384k x 384k Bus 1.5m x 512k Bus 2.0m x 640k Bus 4.0m x 640k	3 months	remainder of Minimum Service Period

4.1.6 **Minimum Quantities** – Minimum monthly purchase quantities ("Minimum Quantities") of Products are shown below. The following conditions apply:

- a. All billing accounts that Customer may have with AT&T Southeast for the billing of the Services will be aggregated for purposes of determining quantities within this Section.
- b. Minimum Quantities do not apply during the first 90 days after service is established ("Initial Period"). The 90 day period begins with the establishment of the first Customer billing account. Billing to Customer during the Initial Period will be for the actual number of Products in service multiplied by the appropriate monthly rate.

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SECTION 4 – RATE ELEMENTS AND SERVICE CONDITIONS**

- c. After the Initial Period, for any month in which Customer does not meet a Minimum Quantity specified, Customer shall pay a charge equal to the difference between the applicable Minimum Quantity and the actual applicable quantity in service, times the Monthly Total from Section 4.1.1.f or the Session Based DSL Product. This minimum charge will be in addition to normal monthly billing for Products actually in service.
- d. For all Products within the Service, the minimum quantity of Sessions and Destinations is one (1) of each.

Product Group	Minimum Quantity	Product to be used for monthly billing rate
Session Based DSL BBG 1.5m x 256k BBG 3.0m x 384k Bus 384k x 384k Bus 768k x 512k Bus 1.5m x 512k Bus 2.0m x 640k Bus 4.0m x 640k	25 in the Aggregate	Session Based DSL

4.1.7 Trouble Isolation Charge -- When Customer requests and authorizes AT&T Southeast to dispatch a technician to an End User premises and no trouble is found in AT&T Southeast's equipment/facilities, or trouble is due to End User or Customer equipment, then Customer will be billed a trouble isolation charge ("Trouble Isolation Charge"). No charge will be applied if trouble is found in AT&T Southeast's equipment/facilities.

4.1.7.1 Authorization for AT&T Southeast to dispatch a technician will only be accepted from Customer or Customer's Agent. AT&T Southeast requires full name and telephone number of person authorizing the trouble isolation dispatch. By authorizing the dispatch, Customer accepts the charges identified above.

4.1.7.2 No credit allowance on Service outage will be applicable for the interruption if a Trouble Isolation Charge is applied.

4.1.7.3 The Trouble Isolation Charge is a flat rate of \$80.00 per dispatch.

4.1.8 Service Interruptions – The following provisions govern the provision of billing credits to Customer for interruptions of Service. An Interruption is a loss of Service or a degradation of Service that prevents the Customer's End User from using the Service. An Interruption period begins when Customer first reports an outage of the Service, using procedures established by AT&T Southeast. An Interruption is not a default under the Terms and Conditions.

4.1.8.1 An Interruption of less than 30 minutes shall receive no credit.

4.1.8.2 Interruptions of 30 minutes or more shall be credited at the rate of 1/1440 of the monthly rate for the Product affected for each period of 30 minutes or major fraction thereof that the Interruption occurred.

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SECTION 4 – RATE ELEMENTS AND SERVICE CONDITIONS

- 4.1.8.3 Customer must make a specific request to AT&T Southeast for a credit for an Interruption, by sending the request via email to dsg.osc@att.com. In order for AT&T Southeast to validate the request, it shall contain at a minimum (i) the ticket number issued when first reporting an Interruption, (ii) total number of Service telephone numbers involved in Interruption and (iii) 4 to 5 Service telephone numbers that were affected by the Interruption. Such request must be made within 30 days of the end of the Interruption.
- 4.1.8.4 A credit will not apply for Interruptions:
- a. During periods of preventive maintenance or software upgrade activities on AT&T Southeast facilities;
 - b. Caused by the negligence of the Customer, the Customer's End User or any authorized agent;
 - c. Caused by the failure of equipment or systems provided by the Customer or others;
 - d. Occurring during any period in which AT&T Southeast is not afforded access to the End User premises where the Service is terminated;
 - e. Occurring when the Customer has released the Service to AT&T Southeast for maintenance purposes, to make arrangements for, or the implementation of an order for a change in Service during a time negotiated with the Customer prior to the release of the Service;
 - f. Continuing to occur, or repeating to occur because of the failure of the Customer to authorize replacement of any element of special construction. In this case, the period of non-applicability of credit begins on the seventh day after the NSP received AT&T Southeast's written notification of the need for such replacement and ends on the day after receipt by AT&T Southeast of the Customer's written authorization for such replacement;
 - g. During periods when the Customer elects not to release the Service for testing and/or repair and continues to use it on an impaired basis;
 - h. During periods of temporary discontinuance of Service;
 - i. When an Interruption or group of Interruptions, resulting from a common cause, results in a credit amount of less than ten dollars (\$10.00);
 - j. Caused due to a commercial power failure; or
 - k. Due to labor difficulties, governmental orders, civil commotions, criminal action against AT&T Southeast, acts of God, war or other circumstances beyond AT&T Southeast control (See Section 2.17 Force Majeure).

**AT&T SOUTHEAST
WHOLESALE DIGITAL SUBSCRIBER LINE (DSL) TRANSPORT
SCHEDULE A**

Customer

A(1) - AT&T Southeast will provide the Services in the form of the products shown below (the "Product"). AT&T Southeast may change product names without notice.

Product	Downstream Data Speed	Upstream Data Speed	Max # of Sessions	Max # of Destinations
Session Based DSL	Up to 1.5 Mbps	Up to 256 Kbps	1	1
BBG 1.5m x 256k	Up to 1.5 Mbps	Up to 256 Kbps	2	3
BBG 3.0m x 384k	Up to 3.0 Mbps	Up to 384 Kbps	2	3
Bus 384k x 384k	384 Kbps to 448 Kbps	384 Kbps to 448 Kbps	2	3
Bus 768k x 512k	768 Kbps to 1.0 Mbps	512 Kbps to 768 Kbps	2	3
Bus 1.5m x 512k	1.5 Mbps to 1.8 Mbps	512 Kbps to 768 Kbps	2	3
Bus 2.0m x 640k	2.0 Mbps to 4.0 Mbps	640 Kbps to 896 Kbps	2	3
Bus 4.0mx 640k	4.0 Mbps to 6.0 Mbps	640 Kbps to 896 Kbps	2	3

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**AT&T SOUTHEAST
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SCHEDULE B**

Customer

B1 - Monthly charges and non-recurring charges:

4.1.1.1 – Product charges

Product	Non recurring	Monthly	USOC	# of Sess	# of Dest	Monthly Sess/Dest	Sess/Dest USOC	Monthly Total
Session Based DSL	\$40.00	\$22.40	ADFQ1	1 (only)	1 (only)	\$0.60	ADFSA	\$23.00
BBG 1.5m x 256k	\$60.00	\$33.00	ADF11	1	1	\$0.60	ADFSA	\$33.60
				Up to 2	Up to 3	See Table B2		\$33.00 + Table 4.1.1.2
BBG 3m x 384k	\$40.00	\$25.40	ADF91	1	1	\$0.60	ADFSA	\$26.00
				Up to 2	Up to 3	See Table B2		\$25.40 + Table 4.1.1.2
Bus 384k x 384k	\$100.00	\$60.00	ADF21	1	1	\$3.00	ADFSG	\$63.00
				Up to 2	Up to 3	See Table B3		\$80.00 + Table 4.1.1.3
Bus 768k x 512k	\$150.00	\$85.00	ADF61	1	1	\$3.00	ADFSG	\$88.00
				Up to 2	Up to 3	See Table B3		\$85.00 + Table 4.1.1.3
Bus 1.5m x 512k	\$150.00	\$115.00	ADF31	1	1	\$3.00	ADFSG	\$118.00
				Up to 2	Up to 3	See Table B3		\$115.00 + Table 4.1.1.3
Bus 2.0m x 640k	\$150.00	\$250.00	ADF41	1	1	\$3.00	ADFSG	\$253.00
				Up to 2	Up to 3	See Table B3		\$250.00 + Table 4.1.1.3
Bus 4.0m x 640k	\$150.00	\$325.00	ADF51	1	1	\$3.00	ADFSG	\$328.00
				Up to 2	Up to 3	See Table B3		\$325.00 + Table 4.1.1.3

Table B2 – Session and Destination Charges for BBG Products

# of Sessions	# of Destinations	Monthly Session/Destination Charge - BBG	Session/Destination USOC remove?
1	1	\$0.60	ADFSA
2	1	\$3.50	ADFSB
1	2	\$3.50	ADFSC
2	2	\$6.50	ADFSB
1	3	\$6.50	ADFSE
2	3	\$9.50	ADFSF

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SCHEDULE B**

Table B3 – Session and Destination Charges for Business Products

# of Sessions	# of Destinations	Monthly Session/Destination Charge - Bus	Session/Destination USOC remove?
1	1	\$3.00	ADFSG
2	1	\$8.00	ADFSH
1	2	\$13.00	ADFSJ
2	2	\$18.00	ADFSK
1	3	\$23.00	ADFSL
2	3	\$28.00	ADFSM

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Contract No. BW9403-3/19
LOCAL TELECOM SERVICES – VOICE AND DATA

Attachment D
Federal Universal Services Fund Program
for
“E-Rate” Services



ATTACHMENT TO INSERT TITLE OF DOCUMENT WITH DATE LAST SIGNED ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING

This Attachment ("Attachment"), entered into by List AT&T party from Agreement ("AT&T") and [Enter Customer Legal Name Here] ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (Sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from AT&T of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of AT&T's failure to comply with the E-Rate requirements), then Customer shall reimburse AT&T for any such funds AT&T must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees.
2. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them, and file any and all requisite documentation, diligently. AT&T will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests.
4. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

PROPRIETARY INFORMATION

This agreement is for use by the authorized employees of the parties hereto, only
and is not for general distribution within or outside the companies.



6. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder 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 Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges 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 agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services 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 the Services under this Attachment, 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 Agreement Term.

Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

1. Scope: Customer desires that Services commence on or about insert date. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.

2. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

PROPRIETARY INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

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Contract 9403-3/19 Attachment D - E-rate Rider

3. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service

Illustrative - Subject to Change

PROPRIETARY INFORMATION

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Contract 9403-3/19 Attachment D - E-rate Rider

Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Application Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to AT&T complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. AT&T cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) business days prior. Upon receipt of USAC/SLD check in the amount of the certified Form 472, AT&T will remit payment to Customer within twenty (20) business days after receipt of payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Provider Invoice form - ("SPI") – Form 474:

After AT&T has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, AT&T will then provide E-rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by AT&T associated with this process.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

CUSTOMER LEGAL BUSINESS NAME	List AT&T party from Agreement ("AT&T")
<i>Customer Signature:</i>	<i>AT&T Signature:</i>
Print Name:	Print Name:
Title:	Title:
Date:	Date:

PROPRIETARY INFORMATION

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DOCUMENT TRANSMITTAL – Miami-Dade County Board Resolution

Contract No: BW9403-3/19 Title: Local Telecom Services – Voice and Data

MIAMI-DADE County has hereby attached an official copy of BOARD OF COUNTY COMMISSIONERS Resolution No R-_____-11, declaring the resolution duly passed adopted this ____ day _____ 2011, approving contract No. 9403-3/19. This resolution shall be considered effective ten days after the date of its adoption.

Based on this County Legislative action, the Contract “Effective Date” shall be considered as this ____ day of _____ 2011.

It is with this official Miami-Dade County document that the “Effective Date” of Contract No. BW 9403-3/19 shall be identified.

MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR



Legislative Notes

Agenda Item: 8(F)14
File Number: 112096
Date of Analysis: October 24, 2011

Summary

This resolution authorizes the County Mayor or his designee to execute an Agreement with AT&T Corp. to continue to provide local telecommunication voice and data services countywide for an initial five (5) year term with three (3) one-year options-to-renew (OTR) periods in an amount not to exceed \$109.8 million.

In addition, this resolution waives the formal bidding process.

The item provides the following reasons for negotiating with a single firm:

- Although market research conducted by County staff confirmed the existence of additional firms which could provide a portion of the required Telecom services, none of the firms had the capacity of being a single source for all services.
 - Multiple providers would create a complex environment for deployment and administration of local telecom services.
 - A single provider best serves the County's interest because it achieves maximum efficiency with the latest technology in the ever-changing communications environment.
- A comparison of contracts awarded by other South Florida agencies and municipalities indicated a trend in award of contracts to AT&T for core telecom services (see Additional Information).

These services are managed primarily by the Information Technology Department (ITD).

Background and Relevant Legislation

On July 23, 2002, under Resolution No. 864-02, the Board of County Commissioners (BCC) approved a bid waiver contract for local telecommunication services with Bellsouth Telecommunications, Inc. (now AT&T Corp.) for the purchase of local telephone services and aggregated broadband transport services for an initial term of five (5) years with three (3) one-year OTR period.

Subsequently and with legal review by the County Attorney's Office (CAO)¹, the contract was extended under the authority of the Department of Procurement Management (DPM) to continue services while a replacement contract was being negotiated with AT&T. The County and AT&T entered into a two (2) year Contract Service Arrangement (CSA) which expires in September 2012.

¹ Memorandum dated August 30, 2010 from DPM to the CAO.

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Budgetary Impact

Funding Source

Internal Service Funds - \$68.6 million for the initial five (5) year term. Contract funds not to exceed \$109.8 million are budgeted in the department's budget for FY 20011-12 and subsequent years.

Additional Information

The Telecommunications Act

The Telecommunications Act of 1996 was enacted with the intention of providing competition in the local service area. Just like the 1984 antitrust settlement, whereby the old Bell System was divided into multiple "Baby Bells" and AT&T, and provided a basis for competition in the long distance arena. The Telecommunication Act of 1996 follows the same competitive principles but within the geographical boundaries of the so called "Intra-Lata" or the Incumbent Local Exchange Carriers' operational monopoly. In return for opening their monopoly to the competition, Incumbent Local Exchange Carriers were promised the right to be able to provide long distance services as well as manufacturing of equipment.²

Although the intent of the Telecommunications Act of 1996 was to enhance competition in the Telecommunication Industry, the availability of qualified providers for local Telecom services has been slow to emerge in markets where AT&T has been the local prevailing sole provider. Two of the primary reasons for this lack of competition are due to prevailing FCC regulatory requirements and significant cost of capital equipment investment needed to compete with AT&T.³

Findings from Market Research Conducted by County Staff⁴

- In November 2008, the Miami-Dade County Public Schools (M-DCPS) conducted an RFI in November 2008. Utilizing the results and their own internal research, M-DCPS renewed a non-competitive agreement with AT&T.
- Several smaller counties and municipalities in South Florida including the City of Miami, Miami Beach, and Fort Lauderdale have elected to use services offered through the SUNCOM division of the State of Florida. SUNCOM negotiated a direct agreement with AT&T to resell or remarket local telecom services.
 - Utilizing services available through the State of Florida provides no cost advantage to Miami-Dade County.
 - Due to the direct non-competitive negotiation approach utilized by the State of Florida, the contract would not be available for access and use by the County.
- The Broward County School Board solicited a RFP for telecommunication services and awarded a contract on the basis of service groups. The core telecom service groups were awarded to AT&T.
 - In reviewing the scope of the Broward County School Board RFP solicitation and resultant contract, it was determined that the scope of their agency telecom requirements were substantially narrower and differed considerably from the County's requirements.
 - Furthermore, in 2008, Broward County extended their non-competitive contract with AT&T through July of 2013.

Prepared by: Elizabeth N. Owens

² Resolution No. 864-02

³ Memorandum dated August 26, 2010 from DPM to the County Manager.

⁴ Memorandum dated August 26, 2010 from DPM to the County Manager.

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