



MASTER AGREEMENT

Customer	AT&T
City of Hollywood Street Address: 2600 Hollywood Blvd, Ste B City: Hollywood State/Province: FL Zip Code: 33020 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: John M Barletta Title: Street Address: 2600 Hollywood Blvd City: Hollywood State/Province: FL Zip Code: 33020 Country: USA Telephone: 954-921-3072 Fax: Email:	Street Address: 13450 W Sunrise Blvd City: Sunrise State/Province: FL Zip Code: 33323 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Document(s) Appended: AT&T Service Order Attachment(s) (AT&T Pricing Schedules) for the following service(s):

Addendum Agreement for Megalink Service and Bellsouth Primary Rate ISDN-Voice/Data
 AT&T ILEC Bellsouth Centrex ("Service") Intrastate Pricing Schedule/Letter of Election 954-967-4284
 AT&T ILEC Bellsouth Centrex ("Service") Intrastate Pricing Schedule/Letter of Election 954-921-3000
 AT&T ILEC Interstate High Capacity DS1 ("Service") (FCC 1) Pricing Schedule/Letter of Election
 Amendment to Pricing Schedule for AT&T Switched Ethernet Service
 AT&T Managed Internet Service Pricing Schedule

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: <i>Cathy Jordan</i>
Name:	Name: Cathy Jordan
Title:	Title: Sr Mgr Customer Contracts
Date:	Date: 07 MAR 2018 ac754x

MASTER AGREEMENT

CITY OF HOLLYWOOD, a municipal corporation
of the State of Florida

ATTEST:

Approved By:

Date:_____

JOSH LEVY, MAYOR

PATRICIA A. CERNY, MMC
CITY CLERK

Approved By:

FINANCIAL SERVICES DIRECTOR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY for the use and reliance of the
City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY

Cathy Jordan

AT&T CORP.

Cathy Jordan
Sr Mgr Customer Contracts
07 MAR 2018

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

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

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean 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, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

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

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent 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); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

MASTER AGREEMENT

- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, 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 FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T 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) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **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, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

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

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

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to 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 by the delay. 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. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

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

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

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*,

MASTER AGREEMENT

not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

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

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

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

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

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

10.6 **Assignment and Subcontracting.**

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

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

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

MASTER AGREEMENT

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

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

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

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

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

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

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

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

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

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

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

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

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



Addendum Agreement

Case Number FL17-2155-01

CUSTOMER ("Customer")	AT&T ("AT&T")
City of Hollywood Street Address: 2600 Hollywood Blvd City: Hollywood State: FL Zip Code: 33020- <u>Billing Address</u> Street Address: 2600 Hollywood Blvd City: Hollywood State: FL Zip Code: 33020-	For purposes of this Addendum, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: Cathy Feller Title: IT Manager Telephone: 954-967-4200 Fax: - - Email: cfeller@hollywoodfl.org Street Address: 2600 Hollywood Blvd City: Hollywood State: FL Zip Code: 33020-	Name: Daphne Dilbert Title: Account Manager Telephone: 813-504-0731 Fax: - - Email: dd1829@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

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and City of Hollywood ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FL11-2476-08. This 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: 6/6/2018.



Addendum Agreement

Case Number FL17-2155-01



Addendum Agreement

Case Number FL17-2155-01
Option 1 of 1

Service description:

This Addendum extends the contract term of MegaLink service and BellSouth® Primary Rate ISDN - Voice/Data (Standard) (minimum number of B-Channels per PRI required) with Extended Local Calling Plan and provides a rate reduction for specified rates.

This Addendum provides for a thirty-six (36) month service period from the Company date of acceptance of this Addendum.

All terms and conditions of Contract Service Arrangement Agreement FL11-2476-08 apply to this Addendum unless modified herein.



Addendum Agreement

Case Number FL17-2155-01
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	There are no changes to existing rate elements.	\$.00	\$.00	



Addendum Agreement

Case Number FL17-2155-01
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Contract Service Arrangement is modified with the following:

10. EARLY TERMINATION

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (a) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (b) the Minimum Payment Period for the replacement AT&T BVoIP Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- (c) the replacement AT&T BVoIP Service is installed at the same Customer sites as the Terminated ILEC Service; and
- (d) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

11. SERVICE AND SERVICE COMPONENT WITHDRAWAL

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

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

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

END OF ARRANGEMENT AGREEMENT OPTION 1



**AT&T ILEC BellSouth® Centrex (“Service”)
Intrastate Pricing Schedule/Letter of Election**

- ☒ Pricing Schedule to AT&T Agreement Reference No. 131734 *
- ☒ Letter of Election

If neither box above is checked then this document is a standalone Letter of Election.

* This document may be used as a Pricing Schedule only if Customer has signed an Agreement referred to internally at AT&T as a UA MSA, UA MA XII or UA SSTC.

Customer (“Customer”)	AT&T (“AT&T”)
City of Hollywood 2600 Hollywood Blvd Hollywood FL 33020 USA	For purposes of this Pricing Schedule/Letter of Election, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Cathy Feller Title: Telecommunications Coordinator Telephone: 954-921-3648 Fax: E-mail: CFELLER@hollywoodfl.org <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Daphne Dilbert Title: Client Solutions Exec II Telephone: 8135040731 Fax: Email: dilbert@att.com Street Address: 13450 W Sunrise Blvd City: Sunrise State: FL Zip Code: 33623 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the intrastate Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Letter of Election and in the applicable Service Publication. In jurisdictions that require the Service to be provided pursuant to tariff, the relevant Service Publication is the applicable Tariff; in jurisdictions that do not require the Service to be tariffed and in which AT&T has no tariff for the Service, the relevant Service Publication is the applicable Service Description(s), Price List(s) or Guidebook(s) (for ease of reference, the Service Descriptions, Price Lists and Guidebooks are referred to herein as the “Guidebook”). If this document serves as a Letter of Election (as indicated above), the Letter of Election is subject to: (a) the terms of the applicable Tariff, if the Service is offered pursuant to Tariff; or (b) the relevant AT&T Business Service Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariffs, Guidebooks and the BSA can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s). Throughout the remainder of this document, this document will be referred to as the “Pricing Schedule”.



**AT&T ILEC BellSouth® Centrex ("Service")
Intrastate Pricing Schedule/Letter of Election**

Service Provider & Service Publication:

BellSouth Telecommunications, Inc. d/b/a AT&T Select State Service Publication

Order Information and Term:

Order Type:	<input type="checkbox"/> New Install	Service Period: 36 Months
	<input checked="" type="checkbox"/> Renewal	Payment Plan:
Total Monthly Rate: \$2,176.78		Total Nonrecurring Charge: 0.00

- Prices in this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use, or provision of the Service.
- AT&T will furnish, install, maintain and provide maintenance of the Service in accordance with AT&T's applicable Tariff or Guidebook. The Service Period shall begin on the date the Service is installed and available for use by Customer, unless specified otherwise in the Tariff or Guidebook
- State Specific Terms:

Tennessee

If Services are provided under this Pricing Schedule in the State of Tennessee, the following provision shall apply; otherwise, it shall not:

Customer and AT&T acknowledge and agree that to the extent the services to which Customer subscribes under this Pricing Schedule constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "AT&T's General Subscriber Services Tariff," "AT&T tariffs," "AT&T's lawfully filed tariffs" or any other reference to AT&T's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the Services included within the Customer's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at www.att.com/servicepublications.

- 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 (or, where applicable, the promotion filing); provided, however, that for Services provided in the State of Tennessee, in the event that the Customer terminates this tariff term plan without cause prior to the expiration of this term plan, the Customer shall pay a termination charge as specified in the AT&T Tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at www.att.com/servicepublications).
- Customer agrees to pay any added costs incurred by AT&T due to a Customer initiated change in the location of the requested Service prior to the time the Service is installed.
- BellSouth® Centrex Service Period begins on the first bill date following conversion for those Customers whose service is converted from ESSX® / Digital ESSX® Service or MultiServSM / MultiServSM Plus Service. BellSouth® Centrex Service Period begins on the service installation date for those Customers choosing BellSouth Centrex as a new service, or who are replacing any other service with BellSouth Centrex.
- The Customer may migrate to a higher Payment Plan at any time during the service period, but may not migrate to a lower Payment Plan during the service period without incurring cancellation charges...



AT&T ILEC BellSouth® Centrex ("Service")
Intrastate Pricing Schedule/Letter of Election

8. Customer understands that AT&T will attempt to meet the requested installation date, but makes no warranty, either expressed or implied, that the requested date will be met.
9. AT&T also offers a "Satisfaction Guarantee" with BellSouth® Centrex Service, as described in the Tariff. If the Customer wishes to exercise the Satisfaction Guarantee, written notification must be provided to AT&T within ninety (90) days of the effective billing date of this order.
10. The Service Attachment describes the service period, monthly recurring charges, and non-recurring charges for the quantity of Service the Customer has ordered. In the event that any extended or total amounts in this Pricing Schedule or the Service Attachment conflict with any per-component rates in the Service Attachment, the per-component rates shall control.

Attachment #1

BellSouth® Centrex Service

State: **Florida**

Service Period: **36 Months**

The attached QuoteExpert document, incorporated herein by reference, contains rate elements required for Centrex. Those subject to rate stabilization are indicated in the A12.25 (GSST) or Service Descriptions and Price Lists, as applicable. Other charges mandated or permitted by Federal, State, or Local statutes may also apply.

Attach QuoteExpert document to the Pricing Schedule

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	(954) <u>967</u> – <u>4284</u>

End of Document



**AT&T ILEC BellSouth® Centrex (“Service”)
Intrastate Pricing Schedule/Letter of Election**

- ☒ Pricing Schedule to AT&T Agreement Reference No. 131734 *
- ☒ Letter of Election

If neither box above is checked then this document is a standalone Letter of Election.

* This document may be used as a Pricing Schedule only if Customer has signed an Agreement referred to internally at AT&T as a UA MSA, UA MA XII or UA SSTC.

Customer (“Customer”)	AT&T (“AT&T”)
City of Hollywood 2600 Hollywood Blvd Hollywood FL 33020 USA	For purposes of this Pricing Schedule/Letter of Election, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Cathy Feller Title: Telecommunications Coordinator Telephone: 954-921-3648 Fax: E-mail: CFELLER@hollywoodfl.org <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Daphne Dilbert Title: Client Solutions Exec II Telephone: 8135040731 Fax: Email: dilbert@att.com Street Address: 13450 W Sunrise Blvd City: Sunrise State: FL Zip Code: 33623 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase the intrastate Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Letter of Election and in the applicable Service Publication. In jurisdictions that require the Service to be provided pursuant to tariff, the relevant Service Publication is the applicable Tariff; in jurisdictions that do not require the Service to be tariffed and in which AT&T has no tariff for the Service, the relevant Service Publication is the applicable Service Description(s), Price List(s) or Guidebook(s) (for ease of reference, the Service Descriptions, Price Lists and Guidebooks are referred to herein as the “Guidebook”). If this document serves as a Letter of Election (as indicated above), the Letter of Election is subject to: (a) the terms of the applicable Tariff, if the Service is offered pursuant to Tariff; or (b) the relevant AT&T Business Service Agreement (BSA), if the Service is not offered pursuant to Tariff. Tariffs, Guidebooks and the BSA can be found at www.att.com/servicepublications. Service is provided by the AT&T Incumbent Local Exchange Carrier (ILEC) Affiliate(s) identified below as the Service Provider(s). Throughout the remainder of this document, this document will be referred to as the “Pricing Schedule”.



AT&T ILEC BellSouth® Centrex ("Service")
Intrastate Pricing Schedule/Letter of Election

Service Provider & Service Publication:

BellSouth Telecommunications, Inc. d/b/a AT&T Select State Service Publication

Order Information and Term:

Order Type:	<input type="checkbox"/> New Install	Service Period: 36 Months
	<input checked="" type="checkbox"/> Renewal	Payment Plan:
Total Monthly Rate: \$2,703.88		Total Nonrecurring Charge: 0.00

1. Prices in this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use, or provision of the Service.
2. AT&T will furnish, install, maintain and provide maintenance of the Service in accordance with AT&T's applicable Tariff or Guidebook. The Service Period shall begin on the date the Service is installed and available for use by Customer, unless specified otherwise in the Tariff or Guidebook
3. State Specific Terms:

Tennessee

If Services are provided under this Pricing Schedule in the State of Tennessee, the following provision shall apply; otherwise, it shall not:

Customer and AT&T acknowledge and agree that to the extent the services to which Customer subscribes under this Pricing Schedule constitute a "bundle or combination of products or services" under Tennessee Senate Bill 182/House Bill 593, effective June 1, 2005, all references to "AT&T's General Subscriber Services Tariff," "AT&T tariffs," "AT&T's lawfully filed tariffs" or any other reference to AT&T's tariffs on file with the Tennessee Regulatory Authority shall be deemed references to agreed contract terms and conditions identical to those set forth in the applicable tariff(s) for the Services included within the Customer's bundle or combination, as such tariffs existed on May 31, 2005, and which are on file with the TRA. Such tariffs are incorporated herein by reference as if included fully herein and can be reviewed at www.att.com/servicepublications.

4. 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 (or, where applicable, the promotion filing); provided, however, that for Services provided in the State of Tennessee, in the event that the Customer terminates this tariff term plan without cause prior to the expiration of this term plan, the Customer shall pay a termination charge as specified in the AT&T Tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at www.att.com/servicepublications).
5. Customer agrees to pay any added costs incurred by AT&T due to a Customer initiated change in the location of the requested Service prior to the time the Service is installed.
6. BellSouth® Centrex Service Period begins on the first bill date following conversion for those Customers whose service is converted from ESSX® / Digital ESSX® Service or MultiServSM / MultiServSM Plus Service. BellSouth® Centrex Service Period begins on the service installation date for those Customers choosing BellSouth Centrex as a new service, or who are replacing any other service with BellSouth Centrex.
7. The Customer may migrate to a higher Payment Plan at any time during the service period, but may not migrate to a lower Payment Plan during the service period without incurring cancellation charges...



AT&T ILEC BellSouth® Centrex ("Service")
Intrastate Pricing Schedule/Letter of Election

8. Customer understands that AT&T will attempt to meet the requested installation date, but makes no warranty, either expressed or implied, that the requested date will be met.
9. AT&T also offers a "Satisfaction Guarantee" with BellSouth® Centrex Service, as described in the Tariff. If the Customer wishes to exercise the Satisfaction Guarantee, written notification must be provided to AT&T within ninety (90) days of the effective billing date of this order.
10. The Service Attachment describes the service period, monthly recurring charges, and non-recurring charges for the quantity of Service the Customer has ordered. In the event that any extended or total amounts in this Pricing Schedule or the Service Attachment conflict with any per-component rates in the Service Attachment, the per-component rates shall control.

Attachment #1

BellSouth® Centrex Service

State: **Florida**

Service Period: **36 Months**

The attached QuoteExpert document, incorporated herein by reference, contains rate elements required for Centrex. Those subject to rate stabilization are indicated in the A12.25 (GSST) or Service Descriptions and Price Lists, as applicable. Other charges mandated or permitted by Federal, State, or Local statutes may also apply.

Attach QuoteExpert document to the Pricing Schedule

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	(954) <u>921</u> – <u>3000</u>

End of Document



**AT&T ILEC Interstate High Capacity DS1 ("Service")
(FCC 1) Pricing Schedule/Letter of Election**

- ☒ Pricing Schedule to AT&T Agreement Reference No. 131734 *
☐ Letter of Election

If neither box above is checked then this document is a standalone Letter of Election.

* This document may be used as a Pricing Schedule only if Customer has signed an Agreement referred to internally at AT&T as a UA MSA, UA MA XII or UA SSTC.

Customer ("Customer")	AT&T ("AT&T")
CITY OF HOLLYWOOD 2600 HOLLYWOOD BLVD HOLLYWOOD FL 33020 USA	For purposes of this Pricing Schedule/Letter of Election, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary Sales Contact
Name: CATHY FELLER Title: TELECOMMUNICATIONS COORDINATOR Telephone: 9549213648 Fax: E-mail: CFELLER@hollywoodfl.org <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: First Last Title: Telephone: Fax: Email: Street Address: City: State: Zip Code: <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase interstate Service in the quantities and according to the prices and terms and conditions set forth in this Pricing Schedule/Letter of Election and Federal Communications Commission Tariff No. 1, including the applicable Channel Services Payment Plan (CSPP) (the "Tariff"). In the event of a conflict between this document and the Tariff, the Tariff will take priority. The Tariff can be found at www.att.com/servicepublications. The Service is provided by the AT&T Affiliate identified below as the Service Provider. Throughout the remainder of this document, this document will be referred to as the "Pricing Schedule."

Service Provider & Service Publication:

BellSouth Telecommunications, Inc. d/b/a AT&T Select State Federal Communications Commission Tariff No. 1



**AT&T ILEC Interstate High Capacity DS1 ("Service")
(FCC 1) Pricing Schedule/Letter of Election**

Order Information and Term:

Order Type:	<input checked="" type="checkbox"/> New CSPP Arrangement	<input type="checkbox"/> Renewal of an existing agreement. Existing agreement began on Enter Date. Agreement period includes _____ months for recognition of previous service
	<input type="checkbox"/> Change in length of service period of an existing arrangement. Existing arrangement began on Enter Date. Term of the existing agreement is _____ months.	
The Term Payment Plan and service period for this service is:	<input checked="" type="checkbox"/> Plan A (24 to 48 Months) for _____ Months	<input type="checkbox"/> Plan B (49 to 72 Months) for _____ Months
Rates and charges applicable to this Agreement are those in effect in accordance with the Federal Communications Commission Tariff No. 1 on the: <input checked="" type="checkbox"/> Application Date (if the service date requested by Customer is earlier than or the same as the earliest available date identified below). <input type="checkbox"/> Actual Service Date (if the service date requested by the Customer is later than the earliest available date identified below).		
Earliest date, reasonably available: Enter Company Date		Requested Installation Date: Enter Subscriber Date
Application Date: _____	Total Monthly Recurring Charge: \$640.00	Total Non recurring Services Charges: \$0.00

- Prices in this Pricing Schedule are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use, or provision of the Service.
- Service provided to the Customer shall consist of the locations and configuration described in the Service Attachment and all rate elements which are consequently added to such configuration.
- The service period shall commence on the Actual Service Date, i.e. the date the service is actually made available to the Customer.
- The Application Date is the date AT&T receives a signed original of this Pricing Schedule and all correct information needed to start the ordering process, which shall evidence the Customer's firm commitment for the service.
- The Service is provided in accordance with the Tariff, including any changes therein as may be made from time to time, except that the applicable rates and charges for the Service shall not be subject to any AT&T initiated rate changes.
- Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes **more than ten percent (10%)** of the total traffic on the Service.
- The Service Attachment describes the service period, monthly recurring charges, and non-recurring charges for the quantity of Service the Customer has ordered. In the event that any extended or total amounts in this Pricing Schedule or the Service Attachment conflict with any per-component rates in the Service Attachment, the per-component rates shall control.

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	(305) <u>N04</u> – <u>0006</u>

End of Document



**AMENDMENT TO PRICING SCHEDULE FOR
AT&T SWITCHED ETHERNET SERVICE
PROVIDED PURSUANT TO CUSTOM TERMS**

AT&T MA Reference No. **131734UA**

Pricing Schedule being amended (Contract ID No.): ASEAM5UCS

AT&T Amendment Ref. No. ASE178I2VWO

Customer ("Customer")	AT&T ("AT&T")
Hollywood City of	The applicable AT&T Service-Providing Affiliate

This is an Amendment to the above referenced Pricing Schedule, last signed on August 19, 2015, and is effective on the date on which the last party signs this Amendment. The parties agree to modify the terms and conditions of the Pricing Schedule as specified herein.

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect.

This Amendment is valid only if executed by both parties prior to expiration of the existing Pricing Schedule Term.

Please sign by June 25, 2018.

**Amendment to Pricing Schedule for AT&T Switched Ethernet Service
Provided Pursuant To Custom Terms**

SECTION 2. PRICING SCHEDULE TERM, EFFECTIVE DATES

The following is added to Section 2:

Pricing Schedule Term Extension

The Pricing Schedule Term is extended for a 36 month period ("Extension Period"). The Minimum Payment Period for each Service Component in service at the expiration of the existing Pricing Schedule Term shall expire at the later of the end of the Extension Period or the expiration of its original Minimum Payment Period.

ATTACHMENT A

A-3 Sites and Service Configuration

Table 1 is deleted in its entirety and replaced with the following:

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State
1	3441 Hollywood Blvd	Hollywood	FL
2	1621 N 14th Ave	Hollywood	FL
3	1715 N 21st Av	Hollywood	FL

Note: Street Address 1600 S Park Rd will not be renewed after the expiration of the original 36 month Minimum Payment Period and will be disconnected after meeting the original 36 month Minimum Payment Period.



**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Customer	AT&T
CITY OF HOLLYWOOD Street Address: 2600 HOLLYWOOD BLVD STE B City: HOLLYWOOD State/Province: FL Zip Code: 33020 Country: United States	AT&T Corp.
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: CATHY FELLER Title: TELECOM MANAGER Street Address: 2600 HOLLYWOOD BLVD City: HOLLYWOOD State/Province: FL Zip Code: 33020 Country: United States Telephone: 954-921-3430 Email: CFELLER@hollywoodfl.org	Name: DAPHNE DILBERT Street Address: 13450 W Sunrise Blvd City: SUNRISE State/Province: FL Zip Code: 33323 Country: United States Telephone: 813-504-0731 Email: dd1829@us.att.com Sales/Branch Manager: Espe Diaz Bello SCVP Name: ERIK LINDBORG Sales Strata: Federal Sales Region: SE <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and shall become effective when signed by authorized representatives of both parties ("Effective Date").

AT&T and Customer Confidential Information

Page 1
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

This Pricing Schedule shall replace and supersede in its/their entirety the following AT&T Managed Internet Service ("MIS"), Service Order Attachment(s) and/or Pricing Schedule(s) between AT&T and Customer:

MIS309473

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://serviceguidenew.att.com/sg_flashPlayerPage/MIS
AT&T Bandwidth Services	http://serviceguidenew.att.com/sg_flashPlayerPage/BWS

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

AT&T may discontinue a Service or Service Component as provided in the applicable Service Guide and in the case of a Service or Service Component that is supplied to AT&T by a third party service provider upon thirty (30) days written notice.

5. RATES (US Mainland, and HI only)

**Section I : AT&T Managed Internet Service
Access Bandwidth -**

Table 1 : DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	\$100 per DNS increment

AT&T and Customer Confidential Information

Page 2
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 2 : MIS Tele – Installation

Discount: 100.00%

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
56 Kbps	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A
Ethernet	\$1,500 [#]	\$1,500 ^{**}
10 Gig Ethernet* and up	\$1,500 [#]	\$1,500

* Service not available with MPLS PNT

**Pricing available for MIS speeds of 100 Mbps and below and with electrical interfaces only.

[#] Pricing also applies to Service locations in Alaska

Table 3 : On-Site Installation

Discount: 50.00%

MIS Speed	Undiscounted MIS w/ Managed Router Only
56 Kbps	\$999
128 Kbps - 1.5 Mbps	\$999
NxT-1	\$999
Tiered/Full T-3	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000
Ethernet	\$1,500*
10 Gig Ethernet and up	\$1,500
Nx10Gig Ethernet	\$3,500

* Pricing also applies to Service locations in Alaska

Table 4 : Flexible Bandwidth Billing Option – Ethernet*

Discount applied to MIS & MIS w/Managed Router Discount: 75.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 75.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230

AT&T and Customer Confidential Information

Page 3
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Discount applied to MIS & MIS w/Managed Router Discount: 75.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 75.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33

AT&T and Customer Confidential Information

Page 4
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Discount applied to MIS & MIS w/Managed Router Discount: 75.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 75.00% This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
622 Mbps	\$4,117	\$5,000	\$40.19
Discount applied to MIS & MIS w/ Managed Router for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

* Pricing also applies to Service locations in Alaska (Override discounts are not applicable to Service locations in Alaska)

Table 5 : Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees
Discount: 94.00%

Speed	Class of Service Monthly Fee – List Price* (w/ or w/out Managed Router)
56 Kbps**	\$225
128 Kbps**	\$225
256 Kbps**	\$225
384 Kbps**	\$225
512 Kbps**	\$225
768 Kbps	\$225
1024 Kbps**†	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075
20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service

**no real-time class available

(†) Speed not available with MPLS PNT

#Pricing also applies to Service locations in Alaska

AT&T and Customer Confidential Information

Page 5
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 6 : Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 94.00%

Speed	Undiscounted MIS w/ or w/out Managed Router Monthly Service Fee [#]
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

** Speed not available with MPLS PNT

Pricing also applies to Service locations in Alaska

AT&T and Customer Confidential Information

Page 6
ASAP!

**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE**

Table 7 : Class Of Service Option – Aggregate Billing Option - Monthly Service Fees**

Discount: 94.00%

Speed	Undiscounted MIS w/ or w/out Managed Router Monthly Service Fee**
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps)	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

**Not available with MPLS PNT

Table 8 : Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee*	\$1,000
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*Charges waived for Sites with AT&T BVoIP Service

#Pricing also applies to Service locations in Alaska

Section II : Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*

*Subject to availability, pricing also applies to Service locations in Alaska

Section III: Local Access Pricing

Ethernet Local Access Net Monthly Recurring Charge per SWC CLLI is valid for any NPA-NXX where such Ethernet Local Access is provisioned from the same Service Wire Center (SWC CLLI) and served at the same AT&T POP.				
SWC CLLI	City, State	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
HLWDFLMA	Hollywood, FL	Ethernet – 20 Mbps	\$0.00	\$643.26
HLWDFLMA	Hollywood, FL	Ethernet – 50 Mbps	\$0.00	\$805.14

This is the last page of the Pricing Document

AT&T and Customer Confidential Information

Page 7
ASAP!