SUBJECT: LEASED LIT FIBER SERVICES

BID #: SC-0291-20 **OPEN DATE: 2019-11-20**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – PERIOD OF SERVICE WILL BE FROM APRIL 1, 2020 THROUGH MARCH 31, 2023, WITH THREE (3) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 16 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the first of three (3) two (2) year renewal options and align the period of service referencing the executed contract beginning July 1, 2023 through June 30, 2025 with AT&T Corp. for LEASED LIT FIBER SERVICES. The requested expenditure for JSO is $750,000.00 and ITD is $1,200,000.00, with total expenditure not to exceed $1,950,000.00. The revised total award expenditure not to exceed $4,875,000.00.

ITD FUNDING SOURCE: 53101.113001.541020.000000.00000000.00000.0000000 - $1,200,000.00
JSO FUNDING SOURCE:00111.552104.541020.000000.00000000.00000.0000000 - $250,000.00
JSO FUNDING SOURCE:10701.552103.541020.000000.00000348.00000.0000000 - $500,000.00

To be executed by formal contract amendment #1 (City Contract 70205-20) through the Office of General Counsel and process by individual purchase order.

Attachments: Recommendation Memo, Vendor Letter, Previous Award/Contract

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
FOR DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: May 1, 2023

TO: Dustin L. Freeman, Chief of Procurement Division

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO

Kenneth E. Lathrop — Digitally signed by Kenneth E. Lathrop Date: 2023.05.03 07:26:06 -04'00'

FROM: Thomas Ossi, Technology Contract and Records Manager

Thomas Ossi — Digitally signed by Thomas Ossi Date: 2023.05.01 14:25:04 -04'00'

RE: **SC-0291-20 - Leased Lit Fiber Services - Renewal Option**

The Information Technologies Division (ITD) requests approval to enter into the first renewal option with AT&T Corp. for Leased Lit Fiber Services. The services provide high-speed data connections at multiple locations throughout the city.

The current GGAC award dated January 23, 2020, was for three years from April 1, 2020, through March 31, 2023, with three (3) two (2) year renewal options. JSO utilizes this award and will require $750,000.00 for the two-year term. ITD is requesting an estimated amount of $1,200,000.00 for the two-year term. ITD requests to revise the period of services for the award SC-0291-20.

The first renewal option for the award will be revised to show beginning July 1, 2023, through June 30, 2025, to align with the City Contract 70205-20 effective date and end date. The current not to exceed award amount of $2,925,000.00 will increase to $4,875,000.00.

Upon award approval, a request for a services contract amendment will be made through the Office of General Counsel.

ITD FUNDING SOURCE: 53101.113001.541020.000000.00000000.00000.0000000 - $1,200,000.00
JSO FUNDING SOURCE:00111.552104.541020.000000.00000000.00000.0000000 - $250,000.00
JSO FUNDING SOURCE:10701.552103.541020.000000.00000348.00000.0000000 - $500,000.00

Tracy Geake — Digitally signed by Tracy Geake Date: 2023.05.02 13:52:50 -04'00'

Your favorable consideration of ITD's request is appreciated.

Attachments: AT&T Services Contract City Contract 70205-20 effective 7/1/2020
Supplier Renewal Letter
SC-0291-20 Leased Lit Fiber Services

CC: Jeremy McDaniel, Network & Telecom Infrastructure Manager
William Costa, Technology Infrastructure Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator

May 1, 2023

To whom it may concern:

RE: Contract with City of Jacksonville and AT&T Leased Lit Fiber Services

This is letter is to inform you that your current contract with AT&T is set to expire June 30, 2023 per Bid # SC-0291-20. AT&T would like to exercise the first of the 2 year renewal options that would be July 1, 2023 thru June 30, 2025.

This renewal would provide the City of Jacksonville the ability to continue these services without any changes in pricing per the contract expiring.

Should your office require any further information, please feel free to contact me at 904-476-3100.

Sincerely,

W Chris Wadley

Chris Wadley

AT&T Account Manager

904-476-3100 cell

Cw3669@att.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Chase Insurance Agency, Inc
333 N W 70 Ave, #108
Plantation FL 33317

CONTACT NAME: Jean Towles
PHONE (A/C, No, Ext): 954-792-4300 FAX (A/C, No): 954-791-9344
E-MAIL ADDRESS: Jean@chaseinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Trisura Insurance Company	22225
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED DEEWA-1
Dee-Way Towing
Legit Partners, Inc. DBA
100 Jackson Ave S
Jacksonville FL 32220

COVERAGES **CERTIFICATE NUMBER:** 1710823815 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			119 TTS FL 100152-00	5/1/2023	5/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			119 TTS FL 100152-00	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Garagekeepers Legal Liability On-Hook & Cargo			119 TTS FL 100152-00	5/1/2023	5/1/2024	500/2,500 Ded. 1,000 Deductible	300,000 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Jacksonville
214 N Hogan St Suite 800
Jacksonville FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mark Chase

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

SUBJECT: **LEASED LIT FIBER SERVICES**

BID #: **SC-0291-20**

OPEN DATE: **2019-11-20**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – PERIOD OF SERVICE WILL BE FROM APRIL 1, 2020 THROUGH MARCH 31, 2023, WITH THREE (3) TWO (2) YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 16 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder AT&T Corp. in the amount of $2,925,000.00 for LEASED LIT FIBER SERVICES. Period of service will be from April 1, 2020 through March 31, 2023, with three (3) two (2) year renewal options.

Funding for this award to be encumbered by various accounts:

SHPS011SSIT-04102	$ 675,000.00
SHPS171SS91-04102	$ 750,000.00
AFIT531CSCS-04102	$1,500,000.00

To be executed by formal contract through the Office of General Counsel and to be processed by individual purchase order.

Attachments: Recommendation Memo, Bid Tabulation Sheets, Terms and Conditions, Specifications

ANALYST: _____
RUBEN OLA

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 1/23/20

Teresa R. Eichen _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 1/23/20

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

70205-20

SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
AT&T CORP.
FOR
LEASED LIT FIBER SERVICES

THIS CONTRACT is made and effective as of this 1st day of July, 2020 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the Constitution and the laws of the State of Florida ("**City**"), and **AT&T CORP.**, a New York corporation authorized to transact business in the State of Florida, with its principal offices at One AT&T Way, Bedminster, NJ 07921-0752 ("**Contractor**").

WHEREAS, City (as the "Buyer") issued a Request for Bids No. SC-0291-20 for Leased Let Fiber Services, as amended by Addendum No. One (1) dated October 25 2019, Addendum No. Two (2) dated October 31, 2019 ("Addendum No. 2"), Addendum No. Three (3) dated November 5, 2019 ("Addendum No. 3"), and Addendum No. Four (4) dated November 12, 2019 (the "**RFB**") for certain services described in the RFB (the "**Services**");

WHEREAS, based on Contractor's bid received in response to the RFB submitted by Contractor dated November 13, 2019 (the "**Response**"), General Government Awards Committee and Mayor approved the City's award of this Contract on January 23, 2020;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated in this Contract by reference.

2. **Performance of Services**. Contractor shall provide the Services as specified in this Contract.

3. **Compensation**. City will pay Contractor for the Services in accordance with the pricing set forth in the AT&T Switched Ethernet Service (Intrastate) Pricing Schedule attached to this Contract as Exhibit A (the "**Intrastate Pricing Schedule**") and the AT&T Switched Ethernet Service (with Network on Demand) Pricing Schedule attached to this Contract as Exhibit B (the "**NOD Pricing Schedule**") (the Intrastate Pricing Schedule and the NOD Pricing Schedule are collectively referred to herein as the "**Pricing Schedules**" and individually as a "**Pricing Schedule**"). Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, (a) the information and pricing submitted with the Response will not be subject to change for the initial three year period but may decrease pursuant to AT&T's Response during the optional two additional two year terms; and (b) Contractor shall not have the right to pass along any additional cost incurred by Contractor in providing the Services other than additional charges, surcharges, and fees imposed on Contractor or permitted by state or federal regulations or laws enacted after the Effective Date.

4. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **TWO MILLION NINE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS ($2,925,000.00)**.

5. **Appropriation**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, City's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract. In the event sufficient funds are not available, City may terminate this Contract, and all related agreements referenced herein, immediately and without penalty or expense; provided however that City agrees to pay for all Services performed by Contractor prior to Contractor's receipt of notice of termination for non-appropriation. All statements of Contractor in the Response, or referenced in the Response, and in any agreement or other document provided to the City by Contractor relating to appropriation of funds are hereby stricken and of no force or effect.

6. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through June 30, 2023, unless sooner terminated by either party in accordance with the terms of this Contract. City shall have the option, in its sole discretion, to renew this Contract for three additional terms of up to two years each. This provision shall replace in its entirety the Pricing Schedule Term Extension Option contained in Section 2 of each Pricing Schedule.

7. **Confidential Information**. Any and all confidentiality obligations of the City under this Contract shall be subject to the provisions of Article 1, Section 24, Florida Constitution, and Section 119.011, Florida Statutes.

8. **Sovereign Immunity**. Nothing in this Contract or in any other agreement or document executed in connection herewith shall be construed as a waiver or limitation of City's rights accorded by the Florida Constitution as codified in Section 768.28, Florida Statutes.

9. **Credit Terms**. Section 4.6 of the Master Agreement (AT&T MA Reference No. 155910UA, UA VER III 11/16/2012) attached to this Contract as Exhibit C (the "**Master Agreement**") is stricken in its entirety. City and Contractor agree that at no time shall Purchased Equipment or Vendor Software be acquired under this Contract.

10. **Termination Charges**. The first sentence of Section 8.4(c) of the Master Agreement shall be deleted in its entirety and replaced with the following sentence: "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 equal to 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period."

11. **Late Charges**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, no services charges, interest or late fees shall apply to payments made by City to Contractor under this Contract unless required by law, including, but not limited to, interest payments that may be required by Section 218.74(4) of Florida Statutes.

12. **Acceptance**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, acceptance of the Services shall be subject to the following terms and conditions:

(a) The term "Acceptance" shall mean written notice by City's Project Manager to Contractor's Project Manager that a Deliverable has been completed to City's satisfaction. Acceptance does not in any way limit City's rights under this Contract or applicable laws, rules and regulations.

(b) The term "Deliverable" shall mean each deliverable set forth this Contract and includes all work product, supporting documentation and other services that Contractor is required to, or otherwise does, deliver to City in connection with that deliverable.

(c) City's Project Manager will make the determination when a Deliverable is completed and there is Acceptance by City. Acceptance will be made by City only in writing and after adequate time to ensure a Deliverable has been delivered in accordance with the Contract. City will reject any Deliverable that is not in accordance with the Contract, and shall not be deemed to have Accepted any Deliverable until City has had a reasonable time to test the Deliverable following delivery or, if later, within a reasonable time after any deficiency in the Deliverable has become apparent. City may partially accept a Deliverable. If City elects to accept nonconforming Deliverables, City may in addition to other remedies, be entitled to deduct a reasonable amount from payments otherwise due to Contractor as compensation for the nonconformity. Any Acceptance by City, even if non-conditional, shall not be deemed a waiver, or settlement or Acceptance of any nonconforming Deliverable.

(d) The following Acceptance procedure will be used for each Deliverable:

Once Contractor's Project Manager presents a Deliverable as completed to City, City will have the time period, as is agreed upon in writing in advance by City and Contractor, to inspect and test such Deliverable (the "Testing Period") to ensure that it conforms to the Contract, including all specifications and requirements contained in this RFP and the Response. City will either (i) Accept the Deliverable; or (ii) provide written notice to Contractor stating how the Deliverable does not conform to the Contract (the "Non-Acceptance Notice").

Upon receipt of the Non-Acceptance Notice, Contractor, at Contractor's sole cost and expense, shall as promptly as commercially reasonable and without delay, and in any case within ten (10) business days (or such other time period as is agreed upon in writing in advance by City and Contractor), correct the non-conformances specified in the Non-Acceptance Notice and redeliver the Deliverable to City.

The parties shall repeat the process set forth in the immediately preceding two paragraphs until the Deliverable has been Accepted; provided, however, if Contractor: (i) fails to re-deliver any Deliverable within the time period specified, or (ii) fails more than twice to remedy a non-conformity, City will have the right, at City's option, to: (w) provide Contractor with an additional cure period; (x) accept the Deliverable as nonconforming, in which case payments otherwise due to the Contractor will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in the Contract; (y) reject the Deliverable, in which case payments otherwise due to the Contractor will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in the Contract; or, if the Deliverable is material to City's operations, (z) treat such failure as a material breach that is incapable of cure and terminate the appropriate Contract.

Notwithstanding City's Acceptance of any Deliverable, upon delivery of any associated Deliverable or the final completed Deliverable, City shall have the right to perform additional tests on each previously accepted Deliverable to ensure full integration and compatibility with all other Deliverables. City shall perform such testing, and Contractor shall correct any nonconformities, in accordance with the procedures set forth in this Section, as though each such Deliverable was delivered on the date of delivery of the associated or final Deliverable.

13. **Indemnification and Insurance**. For the avoidance of doubt, Contractor acknowledges and agrees that the Indemnification and Insurance provisions contained in AT&T's response to the RFB (including, but not limited to the provisions contained in Addendum No. 2 and Addendum No. 3) shall take priority over any other provisions in this Contract or any other agreement or document entered into by City and Contractor in connection with the provision of the Services; provided, however, that City accepts the changes to the Insurance attachment to the RFB marked by Contractor in the Response. Notwithstanding anything to the contrary contained in this Contract, or in any Exhibit or Attachment hereto, the City's indemnification obligations shall be subject to the terms of Section 768.28, Florida Statutes, which terms shall not be limited, expanded or altered.

14. **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 7 (Confidential Information), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 13;

(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 14.1(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.

(b) EXCEPT AS SET FORTH IN SECTION 13 (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 14 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

15. **Choice of Law/Venue**. Notwithstanding anything to the contrary contained in the Response or in any agreement or contract entered into between City and Contractor in connection with this Contract, (i) this Contract and all agreements incorporated or referenced this Contract shall be interpreted and governed in all aspects by the laws of the State of Florida; and (ii) venue for litigation arising in connection with this Contract or the Services shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida.

16. **City Procurement Code Required Provisions**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to this Contract, Contractor acknowledges and agrees to the following provisions which are required to be in this Contract under the City's Ordinance Code:

a. **Retention of Records/Audit**. As required by Section 126.108(a), *City of Jacksonville Ordinance Code*, Contractor and its subcontractors shall maintain all business records directly pertinent to the performance of the Services ("Records") and shall make such Records available for examination by City with ten (10) business days of written notice of audit, during the period of this Contract and for three (3) years from the date of final payment under this Contract during Contractor's regular business hours.

b. **Compliance with Laws**. As required by Section 126.108(b), *City of Jacksonville Ordinance Code*, Contractor and City must comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time applicable to Contractor or the City. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchase contemplated in this Contract. If any of the obligations of this Contract are to be performed by a subcontractor, Contractor must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

c. **Nondiscrimination**. As required by Section 126.404, *City of Jacksonville Ordinance Code*, Contractor represents that it has adopted and will maintain throughout the term of this Contract a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Contractor agrees that, if any of the Services to be provided pursuant to this Contract are to be performed by a subcontractor, the provisions of this Section 16 shall be incorporated into and become a part of the subcontract.

18. **Incorporation of Documents**. Notwithstanding anything to the contrary contained in the Response or in any agreement or document related to the provision of the Services by Contractor, this Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in the case of conflict, shall have priority in the order listed:

- The body of this Contract, as modified by any subsequent signed amendments
- The Master Agreement attached to this Contract as Exhibit C
- The Pricing Schedules attached to as Exhibits A and B
- The Response, provided that any terms in the Response that are prohibited under, or inconsistent with, the RFB shall not be included in this Contract

- Any amendments to the RFB
- The RFB as originally issued
- Any Purchase Order issued under this Contract

Contractor acknowledges and agrees that City rejects all exceptions and objections to provisions of the RFB taken by Contractor in its Response and all additional provisions included in the Response to the extent such exceptions, objections and additional provisions are inconsistent with the RFB. For the sake of clarity, this Contract includes specific provisions addressing some of these exceptions, objections and additional provisions. Such specific provisions should not be construed to mean that City has accepted any objections, exceptions and additional provisions in the Response not specifically addressed in this Contract.

19. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Information Technology Division
214 North Hogan Street
Jacksonville, Florida 32202
Attention: Tom Ossi, Technology Contract and Records Manager

As to the Contractor:

AT&T Corp.
10375 Centurion Pkwy N 3D-17
Jacksonville, FL 32256-0543
Attn: W. Wadley

With a required copy to:

AT&T Corp.
One AT&T Way
Bedminster, NJ 07921-0752
Attention: Master Agreement Support Team

20. Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Robert Gray (Telephone 904-255-8065; Email: Grayr@coj.net, and the Contractor's Contract Manager is Chris Wadley; Telephone 904-407-2751; Email: cw3669@att.com. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

21. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Neither party may unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a

purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

22. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

23. **Counterparts**. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that electronic transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Contract.

[Signature page follows immediately.]

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as of the Effective Date.

WITNESS:

Laura E. Ruesch

AT&T CORP.

By: Linda Ruesch
Print Name: Linda Ruesch
Title: Sr. Solutions Architect
hd5537

This Contract signed by Contractor first, is effective upon City signature provided that such fully signed Contract is returned to Contractor not more than sixty (60) days after Contractor's signature date. Any change made to this document renders the Contract null and void, except for changes expressly authorized by the terms of this Contract.

ATTEST:

By: James R. McCain
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By:
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City Contract Number: 70205-20

Form Approved:

Office of General Counsel

GC-#1361407-v3B-AT&T_Leased_Lit_Fiber_Services.docx

Exhibit A

AT&T Switched Ethernet Service (Intrastate) Pricing Schedule
(immediately following)

20200625-4187

AT&T

AT&T SWITCHED ETHERNET SERVICE℠ (INTRASTATE)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

155910UA
AT&T MA Reference No. 155910UA
AT&T Contract ID No. ASEB8HX2NC

Customer	**AT&T**
City of Jacksonville Street Address: 214 N Hogan St City: Jacksonville State/Province: FL Zip Code: 32202 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Robert Gray Title: Enterprise Technology Infrastructure Manager Street Address: 214 N Hogan St City: Jacksonville State/Province: FL Zip Code: 32202 Country: USA Telephone: 9042558065 Email: grayr@coj.net	Name: Chris Wadley Street Address: 10375 Centurion Parkway City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA Telephone: 904-476-3100 Email: cw3669@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: Southeast **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

On the Effective Date, this Pricing Schedule will supersede and replace all existing or prior agreement(s) for the Service identified in Attachment A. This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Pricing Schedule null and void, except for changes expressly authorized by the terms of this Pricing Schedule

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By: Linda Ruesch
Printed or Typed Name:	Printed or Typed Name: Linda Ruesch
Title:	Title: Sr. Solutions Architect
Date:	Date: 7/1/20 hd5537

For AT&T Internal use only:	Contract Ordering and Billing Number (CNUM):

WK# - TCAL and ILEC - Intrastate -TBD Please sign by September 4, 2020	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service℠

Service Provider(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
AT&T Florida	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

1.2 Inside Wiring

Service	AT&T Inside Wiring

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Attachment	http://cpr.att.com/pdf/service_publications/ASE_Inside_Wiring_Service_Guide_Attachment.pdf

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	36 months

* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

4. ADDS; MOVES; and UPGRADES

4.1 Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

4.2 Moves

Per applicable Service Publication

4.3 Upgrades

4.3.1 Customers may upgrade their CIR to a higher speed without incurring Termination Charges, if such increases do not require physical changes to AT&T's equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CIR.

4.3.2 **Pricing for Service Reconfiguration - Increase in CIR or CoS***

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	65 % discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term
*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)	

5. WAIVERS

Waived Charges
Non-recurring Charge waivers, if any, will apply as identified in Attachment A.

6. RATES AND CHARGES; QUANTITIES; INITIAL SITE AND SERVICE CONFIGURATION

See Attachment(s) A. This Pricing Schedule is Customer's order for any new Services shown on Attachment(s) A.

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A – Florida
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
City of Jacksonville

A-1 Rates and Charges; Initial Quantities

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Enhanced MultiCast (Per Port) / n/a / OEMEM	0	2	$ 35.00	$ 70.00	$0.00	$0.00	$0.00
Customer Port Connection - 100 Mbps / Basic / OEM1M	0	128	$ 125.00	$ 16,000.00	$ 1,925.00	$0.00	$0.00
Customer Port Connection - 1 Gig / Basic / OEM1G	0	21	$ 125.00	$ 2,625.00	$ 2,100.00	$0.00	$0.00
Customer Port Connection - 10 Gig / Basic / OEMXG	0	0	$ 575.00	$0.00	$ 15,750.00	$0.00	$0.00
10Mb CIR / Business Critical Medium - Basic Only / OEM1O	0	109	$ 117.00	$ 12,753.00	$ 150.00	$0.00	$0.00
20Mb CIR / Business Critical Medium - Basic Only / OEM2O	0	4	$ 150.00	$ 600.00	$ 150.00	$0.00	$0.00
50Mb CIR / Business Critical Medium - Basic Only / OEM5O	0	10	$ 200.00	$ 2,000.00	$ 150.00	$0.00	$0.00
100Mb CIR / RealTime - Basic Only / OEM1H	0	8	$ 315.00	$ 2,520.00	$ 150.00	$0.00	$0.00
250Mb CIR / Business Critical Medium - Basic Only / OEM2F	0	6	$ 265.00	$ 1,590.00	$ 150.00	$0.00	$0.00
500Mb CIR / Business Critical Medium - Basic Only / OEM5H	0	2	$ 320.00	$ 640.00	$ 150.00	$0.00	$0.00
1000Mb CIR / Business Critical Medium - Basic Only / OEM1T	0	4	$ 395.00	$ 1,580.00	$ 150.00	$0.00	$0.00

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
2000Mb CIR / Business Critical Medium - Basic Only / OEM2T	0	0	$ 300.00	$0.00	$ 150.00	$0.00	$0.00
Diverse Access / n/a / OEMDA	0	10	$ 75.00	$ 750.00	$ 600.00	$0.00	$0.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	0	3	$ 225.00	$ 675.00	$ 150.00	$0.00	$0.00
10Mb CIR / RealTime - Basic Only / OEM1O	0	3	$ 190.00	$ 570.00	$ 150.00	$0.00	$0.00
10000Mb CIR / Business Critical Medium - Basic Only / OEMTT	0	0	$ 1,375.00	$0.00	$ 150.00	$0.00	$0.00
Customer Port Connection - 1 Gig / Basic / OEM1G	1	0	$ 125.00	$ 125.00	$ 2,100.00	$0.00	$0.00
250Mb CIR / Business Critical Medium - Basic Only / OEM2F	1	0	$ 265.00	$ 265.00	$ 150.00	$0.00	$0.00
TOTAL billed MRR and NRC for Service Components and Quantities listed above:				**$ 42,763.00**			**$0.00**

*If the standard NRC exceeds the billed NRC, the difference has been waived.
Charges for special construction, if needed, may also apply.

If any CIR or CoS is decreased before the end of the Minimum Payment Period, early termination charges will not apply; the MRR for the new CIR or CoS will be the then-current Service Publication rate for the EPP term equal to the Minimum Payment Period or if no such EPP term exists then the next shorter EPP term.

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

A-2 Initial New and Existing Sites and Service Configuration

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

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
1	2500 W 20TH ST	Jacksonville	FL	Existing	ATT Florida
2	2732 TALLEYRAND AVE	Jacksonville	FL	Existing	ATT Florida
3	11248 ROSS BLVD,	Jacksonville	FL	Existing	ATT Florida
4	1408 GATOR BOWL BLVD	Jacksonville	FL	Existing	ATT Florida
5	3730 MONCRIEF RD	Jacksonville	FL	Existing	ATT Florida
6	4870 OCEAN ST	Jacksonville	FL	Existing	ATT Florida
7	10540 Anders Bvd	Jacksonville	FL	Existing	ATT Florida
8	5845 AVIATION AVE	Jacksonville	FL	Existing	ATT Florida
9	7866 NEW KINGS RD	Jacksonville	FL	Existing	ATT Florida
10	3730 PARK ST	Jacksonville	FL	Existing	ATT Florida
11	150 E 1ST ST, Jacksonville, FL	Jacksonville	FL	Existing	ATT Florida
12	13364 AERONAUTICAL CIR	Jacksonville	FL	Existing	ATT Florida
13	10151 BUSCH DR N	Jacksonville	FL	Existing	ATT Florida
14	541 WATER ST	Jacksonville	FL	Existing	ATT Florida
15	1631 HURST PL	Jacksonville	FL	Existing	ATT Florida
16	850 SEMINOLE ROAD	Atlantic Beach	FL	Existing	ATT Florida
17	355 ELLIS RD	Jacksonville	FL	Existing	ATT Florida
18	3408 ATLANTIC BLVD	Jacksonville	FL	Existing	ATT Florida
19	1251 JESSIE ST	Jacksonville	FL	Existing	ATT Florida
20	1199 W CHURCH ST	Jacksonville	FL	Existing	ATT Florida

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
21	1072 ROGERO RD,	Jacksonville	FL	Existing	ATT Florida
22	6671 SANDYMAC RD,	Jacksonville	FL	Existing	ATT Florida
23	6621 BARNES RD S	Jacksonville	FL	Existing	ATT Florida
24	11751 MCCORMICK RD-NN	Jacksonville	FL	Existing	ATT Florida
25	1 IMESON PARK BLVD-DIV	Jacksonville	FL	Existing	ATT Florida
26	10014 OLD ST AUGUSTINE RD	Jacksonville	FL	Existing	ATT Florida
27	2948 DELOR DR	Jacksonville	FL	Existing	ATT Florida
28	4242 HERSCHEL ST	Jacksonville	FL	Existing	ATT Florida
29	611 N LIBERTY ST	Jacksonville	FL	Existing	ATT Florida
30	18255 PENNSYLVANIA AVE	Jacksonville	FL	Existing	ATT Florida
31	5527 HILLMAN DR	Jacksonville	FL	Existing	ATT Florida
32	11405 ISLAND DR	Jacksonville	FL	Existing	ATT Florida
33	11950 SAN JOSE BLVD	Jacksonville	FL	Existing	ATT Florida
34	4110 FRANKLIN ST	Jacksonville	FL	Existing	ATT Florida
35	251 JOEANDY RD N	Jacksonville	FL	Existing	ATT Florida
36	985 GAVAGAN RD	Atlantic Beach	FL	Existing	ATT Florida
37	4220 JONES RD	Jacksonville	FL	Existing	ATT Florida
38	10151 CRYSTAL SPRINGS RD	Jacksonville	FL	Existing	ATT Florida
39	4560 N MAIN ST	Jacksonville	FL	Existing	ATT Florida
40	403 W 10TH ST-NN	Jacksonville	FL	Existing	ATT Florida
41	1010 ACORN ST	Jacksonville	FL	Existing	ATT Florida
42	13739 MCCORMICK RD	Jacksonville	FL	Existing	ATT Florida
43	6241 FT CAROLINE RD	Jacksonville	FL	Existing	ATT Florida
44	14097 WM DAVIS PKWY	Jacksonville	FL	Existing	ATT Florida
45	2700 FIREFIGHTER MEMORIAL DR	Jacksonville	FL	Existing	ATT Florida
46	469 TROUT RIVER DR,	Jacksonville	FL	Existing	ATT Florida
47	2433 FOREST ST	Jacksonville	FL	Existing	ATT Florida
48	5323 ORTEGA BLVD.	Jacksonville	FL	Existing	ATT Florida
49	610 OLIVER ST W	Baldwin	FL	Existing	ATT Florida
50	12215 SAGO AVE	Jacksonville	FL	Existing	ATT Florida
51	3740 BURNETT PARK RD	Jacksonville	FL	Existing	ATT Florida
52	9620 E WATER ST	Jacksonville	FL	Existing	ATT Florida

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
53	55 JACKSON AVE N	Jacksonville	FL	Existing	ATT Florida
54	1112 JACKSON ST	Jacksonville	FL	Existing	ATT Florida
55	14279 BARTRAM PARK BLVD	Jacksonville	FL	Existing	ATT Florida
56	3312 W 12TH ST	Jacksonville	FL	Existing	ATT Florida
57	9247 LEM TURNER RD,	Jacksonville	FL	Existing	ATT Florida
58	1093 W 6TH ST-NN	Jacksonville	FL	Existing	ATT Florida
59	6943 BUFFALO AVE	Jacksonville	FL	Existing	ATT Florida
60	11026 PHILLIPS HW	Jacksonville	FL	Existing	ATT Florida
61	1355 N MAIN ST	Jacksonville	FL	Existing	ATT Florida
62	1809 ART MUSEUM DRIVE	Jacksonville	FL	Existing	ATT Florida
63	4545 MONCRIEF RD	Jacksonville	FL	Existing	ATT Florida
64	8793 SIBBALD RD	Jacksonville	FL	Existing	ATT Florida
65	2436 DIVISION ST-NN	Jacksonville	FL	Existing	ATT Florida
66	1241 E 8TH ST,	Jacksonville	FL	Existing	ATT Florida
67	639 W DUVAL ST-NN	Jacksonville	FL	Existing	ATT Florida
68	8140 LENOX AVE	Jacksonville	FL	Existing	ATT Florida
69	2926 LIPPIA RD	Jacksonville	FL	Existing	ATT Florida
70	3856 GRANT RD	Jacksonville	FL	Existing	ATT Florida
71	1411 ATLANTIC BLVD,	Jacksonville	FL	Existing	ATT Florida
72	1805 FLAG ST,	Jacksonville	FL	Existing	ATT Florida
73	1133 IONIA ST	Jacksonville	FL	Existing	ATT Florida
74	3504 N MYRTLE AVENUE	Jacksonville	FL	Existing	ATT Florida
75	6974 WILSON BLVD	Jacksonville	FL	Existing	ATT Florida
76	6403 N PEARL ST	Jacksonville	FL	Existing	ATT Florida
77	214 N HOGAN	Jacksonville	FL	Existing	ATT Florida
78	15725 SAWPIT RD	Jacksonville	FL	Existing	ATT Florida
79	8275 WESTERN WAY CIRCLE	Jacksonville	FL	Existing	ATT Florida
80	9735 FIRST FEDERAL DRIVE	Jacksonville	FL	Existing	ATT Florida
81	6710 WILEY RD	Jacksonville	FL	Existing	ATT Florida
82	1443 HUFFINGHAM RD	Jacksonville	FL	Existing	ATT Florida
83	14880 YELLOW BLUFF RD	Jacksonville	FL	Existing	ATT Florida
84	2400 BARNSTORMER RD	Jacksonville	FL	Existing	ATT Florida

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
85	9350 HECKSCHER DR	Jacksonville	FL	Existing	ATT Florida
86	4511 PORTSMOUTH AVE	Jacksonville	FL	Existing	ATT Florida
87	7000 ROOSEVELT BLVD	Jacksonville	FL	Existing	ATT Florida
88	10800 NEW KINGS ROAD	Jacksonville	FL	Existing	ATT Florida
89	11785 W BEAVER ST	Jacksonville	FL	Existing	ATT Florida
90	6130 COLLINS RD	Jacksonville	FL	Existing	ATT Florida
91	10980 HECKSCHER DR	Jacksonville	FL	Existing	ATT Florida
92	3848 HARTLEY RD	Jacksonville	FL	Existing	ATT Florida
93	2032 JAMMES RD	Jacksonville	FL	Existing	ATT Florida
94	3620 BEDFORD RD	Jacksonville	FL	Existing	ATT Florida
95	3275 TAMAYA BLVD	Jacksonville	FL	Existing	ATT Florida
96	396 S 1ST AV,	Jacksonville	FL	Existing	ATT Florida
97	5423 MANOR DR	Jacksonville	FL	Existing	ATT Florida
98	8324 BAYMEADOWS RD	Jacksonville	FL	Existing	ATT Florida
99	501 E BAY ST.	Jacksonville	FL	Existing	ATT Florida
100	515 N JULIA ST	Jacksonville	FL	Existing	ATT Florida
101	850 SEMINOLE ROAD	Atlantic Beach	FL	Existing	ATT Florida
102	101 S PENMAN RD	Jacksonville	FL	Existing	ATT Florida
103	501 E BAY ST.	Jacksonville	FL	Existing	ATT Florida
104	8324 BAYMEADOWS RD	Jacksonville	FL	Existing	ATT Florida
105	200 LEMON ST	Neptune Beach	FL	Existing	ATT Florida
106	515 N JULIA ST	Jacksonville	FL	Existing	ATT Florida
107	855 ST JOHNS BLUFF RD N BLD	Jacksonville	FL	Existing	ATT Florida
108	1 U N F DR	Jacksonville	FL	Existing	ATT Florida
109	8647 BAYPINE RD	Jacksonville	FL	Existing	ATT Florida
110	2165 W 33RD ST	Jacksonville	FL	Existing	ATT Florida
111	3450 MONUMENT RD	Jacksonville	FL	Existing	ATT Florida
112	1800 EXECUTIVE CENTER DR	Jacksonville	FL	Existing	ATT Florida
113	501 E BAY ST.	Jacksonville	FL	Existing	ATT Florida
114	2041 DOCTOR ROY BAKER S	Jacksonville	FL	Existing	ATT Florida
115	1087 HAINES ST	Jacksonville	FL	Existing	ATT Florida
116	451 n catherine st	Jacksonville	FL	Existing	ATT Florida

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
117	501 E BAY ST.	Jacksonville	FL	Existing	ATT Florida
118	4301 RICHARD DENBY GATLIN RD	Jacksonville	FL	Existing	ATT Florida
119	4727 LANNIE RD	Jacksonville	FL	Existing	ATT Florida
120	1024 SUPERIOR ST	Jacksonville	FL	Existing	ATT Florida
121	829 HAINES ST, JACKSONVILLE, FL	Jacksonville	FL	Existing	ATT Florida
122	1251 W CHURCH ST	Jacksonville	FL	Existing	ATT Florida
123	4715 CAPPER RD	Jacksonville	FL	Existing	ATT Florida
124	1720 LANSDOWNE DR	Jacksonville	FL	Existing	ATT Florida
125	1076 W DUVAL ST	Jacksonville	FL	Existing	ATT Florida
126	9501 ARLINGTON EXPY	Jacksonville	FL	Existing	ATT Florida
127	8875 LIBERTY RIDGE DR-NN	Jacksonville	FL	Existing	ATT Florida
128	501 E BAY ST.	Jacksonville	FL	Existing	ATT Florida
129	1767 KINGS RD	Jacksonville	FL	Existing	ATT Florida
130	3726 BLANDING BLVD	Jacksonville	FL	Existing	ATT Florida
131	5258 NORWOOD AVE	Jacksonville	FL	Existing	ATT Florida
132	501 E BAY ST.	Jacksonville	FL	Existing	ATT Florida
133	936 DUNN AVE	Jacksonville	FL	Existing	ATT Florida
134	3300 Jones St	Jacksonville	FL	Existing	ATT Florida
135	2100 Jeffeson St,	Jacksonville	FL	Existing	ATT Florida
136	11758 MARINA DR	Jacksonville	FL	Existing	ATT Florida
137	2839 W BEAVER ST	Jacksonville	FL	Existing	ATT Florida
138	200 LEMON ST	Neptune Beach	FL	Existing	ATT Florida
139	7330 CIVIC CLUB DRIVE	Jacksonville	FL	Existing	ATT Florida
140	1720 LANSDOWNE DR	Jacksonville	FL	Existing	ATT Florida
141	1513 LASALLE ST, JACKSONVILLE, FL	Jacksonville	FL	Existing	ATT Florida
142	6330 GATE PARKWAY	Jacksonville	FL	Existing	ATT Florida
143	2400 YANKEE CLIPPER DR	Jacksonville	FL	Existing	ATT Florida
144	281 19TH AVE S	Jacksonville Beach	FL	Existing	ATT Florida
145	1440 N MCDUFF AVE	Jacksonville	FL	Existing	ATT Florida
146	5847 AVIATION AVE	Jacksonville	FL	Existing	ATT Florida
147	5847 AVIATION AVE	Jacksonville	FL	Existing	ATT Florida
148	515 W. 6TH STREET	Jacksonville	FL	Existing	ATT Florida

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address	City	State	New or Existing Service	Service Provider
149	850 SEMINOLE ROA	Atlantic Beach	FL	Existing	ATT Florida
150	9119 MERRILL RD	Jacksonville	FL	New	ATT Florida

Table 2 – Service Components associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
1	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
2	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
3	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
4	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
5	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
6	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
7	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
8	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
9	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
10	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
11	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
12	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
13	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
14	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
15	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
16	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
17	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
18	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
19	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
20	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
21	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
22	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
23	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
24	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
25	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
26	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
27	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
28	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
29	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
30	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
31	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
32	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
33	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
34	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
35	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
36	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
37	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
38	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
39	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
40	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
41	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
42	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
43	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
44	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
45	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
46	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
47	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
48	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
49	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
50	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
51	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
52	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
53	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
54	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
55	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
56	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
57	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
58	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
59	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
60	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
61	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
62	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
63	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
64	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
65	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
66	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
67	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
68	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
69	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
70	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
71	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
72	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
73	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
74	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
75	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
76	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
77	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
78	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
79	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
80	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
81	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
82	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
83	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
84	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
85	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
86	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
87	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
88	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
89	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
90	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
91	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
92	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
93	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
94	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
95	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
96	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
97	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
98	1 Gbps Basic	100 Mbps	Real-Time	N/A
99	1 Gbps Basic	100 Mbps	Real-Time	N/A
100	1 Gbps Basic	100 Mbps	Real-Time	N/A
101	100 Mbps Basic	10 Mbps	Real-Time	N/A
102	100 Mbps Basic	10 Mbps	Real-Time	N/A
103	1 Gbps Basic	100 Mbps	Real-Time	N/A
104	1 Gbps Basic	100 Mbps	Real-Time	N/A
105	100 Mbps Basic	10 Mbps	Real-Time	N/A
106	1 Gbps Basic	100 Mbps	Real-Time	N/A
107	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
108	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
109	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
110	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
111	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
112	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
113	1 Gbps Basic	500 Mbps	Bus. Critical - Med.	N/A
114	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
115	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
116	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
117	1 Gbps Basic	500 Mbps	Bus. Critical - Med.	N/A
118	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
119	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
120	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
121	1 Gbps Basic	100 Mbps	Bus. Critical - Med.	N/A
122	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
123	100 Mbps Basic	50 Mbps	Bus. Critical - Med.	N/A
124	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
125	100 Mbps Basic	20 Mbps	Bus. Critical - Med.	N/A
126	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
127	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed / Tier	Class of Service / Package	Regenerator
128	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
129	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
130	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
131	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
132	1 Gbps Basic	1000 Mbps	Bus. Critical - Med.	N/A
133	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A
134	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
135	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
136	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
137	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
138	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
139	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
140	100 Mbps Basic	100 Mbps	Bus. Critical - Med.	N/A
141	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
142	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
143	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
144	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
145	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
146	1 Gbps Basic	100 Mbps	Real-Time	N/A
147	1 Gbps Basic	100 Mbps	Real-Time	N/A
148	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
149	100 Mbps Basic	10 Mbps	Bus. Critical - Med.	N/A
150	1 Gbps Basic	250 Mbps	Bus. Critical - Med.	N/A

Table 3 – Features associated with Customer Port Connections identified above.

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1	N/A	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
7	N/A	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
13	N/A	N/A	N/A	N/A	N/A
14	N/A	N/A	N/A	N/A	N/A
15	N/A	N/A	N/A	N/A	N/A
16	N/A	N/A	N/A	N/A	N/A
17	N/A	N/A	N/A	N/A	N/A
18	N/A	N/A	N/A	N/A	N/A
19	N/A	N/A	N/A	N/A	N/A
20	N/A	N/A	N/A	N/A	N/A
21	N/A	N/A	N/A	N/A	N/A
22	N/A	N/A	N/A	N/A	N/A
23	N/A	N/A	N/A	N/A	N/A
24	N/A	N/A	N/A	N/A	N/A
25	N/A	N/A	N/A	N/A	N/A
26	N/A	N/A	N/A	N/A	N/A
27	N/A	N/A	N/A	N/A	N/A
28	N/A	N/A	N/A	N/A	N/A
29	N/A	N/A	N/A	N/A	N/A
30	N/A	N/A	N/A	N/A	N/A
31	N/A	N/A	N/A	N/A	N/A
32	N/A	N/A	N/A	N/A	N/A
33	N/A	N/A	N/A	N/A	N/A
34	N/A	N/A	N/A	N/A	N/A
35	N/A	N/A	N/A	N/A	N/A
36	N/A	N/A	N/A	N/A	N/A
37	N/A	N/A	N/A	N/A	N/A
38	N/A	N/A	N/A	N/A	N/A
39	N/A	N/A	N/A	N/A	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
40	N/A	N/A	N/A	N/A	N/A
41	N/A	N/A	N/A	N/A	N/A
42	N/A	N/A	N/A	N/A	N/A
43	N/A	N/A	N/A	N/A	N/A
44	N/A	N/A	N/A	N/A	N/A
45	N/A	N/A	N/A	N/A	N/A
46	N/A	N/A	N/A	N/A	N/A
47	N/A	N/A	N/A	N/A	N/A
48	N/A	N/A	N/A	N/A	N/A
49	N/A	N/A	N/A	N/A	N/A
50	N/A	N/A	N/A	N/A	N/A
51	N/A	N/A	N/A	N/A	N/A
52	N/A	N/A	N/A	N/A	N/A
53	N/A	N/A	N/A	N/A	N/A
54	N/A	N/A	N/A	N/A	N/A
55	N/A	N/A	N/A	N/A	N/A
56	N/A	N/A	N/A	N/A	N/A
57	N/A	N/A	N/A	N/A	N/A
58	N/A	N/A	N/A	N/A	N/A
59	N/A	N/A	N/A	N/A	N/A
60	N/A	N/A	N/A	N/A	N/A
61	N/A	N/A	N/A	N/A	N/A
62	N/A	N/A	N/A	N/A	N/A
63	N/A	N/A	N/A	N/A	N/A
64	N/A	N/A	N/A	N/A	N/A
64	N/A	N/A	N/A	N/A	N/A
66	N/A	N/A	N/A	N/A	N/A
67	N/A	N/A	N/A	N/A	N/A
68	N/A	N/A	N/A	N/A	N/A
69	N/A	N/A	N/A	N/A	N/A
70	N/A	N/A	N/A	N/A	N/A
71	N/A	N/A	N/A	N/A	N/A
72	N/A	N/A	N/A	N/A	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
73	N/A	N/A	N/A	N/A	N/A
74	N/A	N/A	N/A	N/A	N/A
75	N/A	N/A	N/A	N/A	N/A
76	N/A	N/A	N/A	N/A	N/A
77	N/A	N/A	N/A	N/A	N/A
78	N/A	N/A	N/A	N/A	N/A
79	N/A	N/A	N/A	N/A	N/A
80	N/A	N/A	N/A	N/A	N/A
81	N/A	N/A	N/A	N/A	N/A
82	N/A	N/A	N/A	N/A	N/A
83	N/A	N/A	N/A	N/A	N/A
84	N/A	N/A	N/A	N/A	N/A
85	N/A	N/A	N/A	N/A	N/A
86	N/A	N/A	N/A	N/A	N/A
87	N/A	N/A	N/A	N/A	N/A
88	N/A	N/A	N/A	N/A	N/A
89	N/A	N/A	N/A	N/A	N/A
90	N/A	N/A	N/A	N/A	N/A
91	N/A	N/A	N/A	N/A	N/A
92	N/A	N/A	N/A	N/A	N/A
93	N/A	N/A	N/A	N/A	N/A
94	N/A	N/A	N/A	N/A	N/A
95	N/A	N/A	N/A	N/A	N/A
96	N/A	N/A	N/A	N/A	N/A
97	N/A	N/A	N/A	N/A	N/A
98	N/A	N/A	N/A	N/A	N/A
99	N/A	N/A	Yes	N/A	N/A
100	N/A	N/A	Yes	N/A	N/A
101	N/A	N/A	N/A	N/A	N/A
102	N/A	N/A	N/A	N/A	N/A
103	N/A	N/A	Yes	N/A	N/A
104	N/A	N/A	N/A	N/A	N/A
105	N/A	N/A	N/A	N/A	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
106	N/A	N/A	Yes	N/A	N/A
107	N/A	N/A	N/A	N/A	N/A
108	N/A	N/A	N/A	N/A	N/A
109	N/A	N/A	N/A	N/A	N/A
110	N/A	N/A	N/A	N/A	N/A
111	N/A	N/A	N/A	N/A	N/A
112	N/A	N/A	N/A	N/A	N/A
113	N/A	N/A	Yes	N/A	Yes
114	N/A	N/A	N/A	N/A	N/A
115	N/A	N/A	N/A	N/A	N/A
116	N/A	N/A	N/A	N/A	N/A
117	N/A	N/A	Yes	N/A	Yes
118	N/A	N/A	N/A	N/A	N/A
119	N/A	N/A	N/A	N/A	N/A
120	N/A	N/A	N/A	N/A	N/A
121	N/A	N/A	N/A	N/A	N/A
122	N/A	N/A	N/A	N/A	N/A
123	N/A	N/A	N/A	N/A	N/A
124	N/A	N/A	N/A	N/A	N/A
125	N/A	N/A	N/A	N/A	N/A
126	N/A	N/A	N/A	N/A	N/A
127	N/A	N/A	N/A	N/A	N/A
128	N/A	N/A	Yes	N/A	N/A
129	N/A	N/A	N/A	N/A	N/A
130	N/A	N/A	N/A	N/A	N/A
131	N/A	N/A	Yes	N/A	N/A
132	N/A	N/A	N/A	N/A	N/A
133	N/A	N/A	N/A	N/A	N/A
134	N/A	N/A	N/A	N/A	N/A
135	N/A	N/A	N/A	N/A	N/A
136	N/A	N/A	N/A	N/A	N/A
137	N/A	N/A	N/A	N/A	N/A
138	N/A	N/A	N/A	N/A	N/A

AT&T SWITCHED ETHERNET SERVICE℠ (Intrastate)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Fallover	Enhanced Multicast
139	N/A	N/A	N/A	N/A	N/A
140	N/A	N/A	N/A	N/A	N/A
141	N/A	N/A	N/A	N/A	N/A
142	N/A	N/A	N/A	N/A	N/A
143	N/A	N/A	N/A	N/A	N/A
144	N/A	N/A	N/A	N/A	N/A
145	N/A	N/A	N/A	N/A	N/A
146	N/A	N/A	Yes	N/A	N/A
147	N/A	N/A	Yes	N/A	N/A
148	N/A	N/A	N/A	N/A	N/A
149	N/A	N/A	N/A	N/A	N/A
150	N/A	N/A	N/A	N/A	N/A

End of Document

Exhibit B

AT&T Switched Ethernet Service (with Network on Demand) Pricing Schedule
(immediately following)

20200701-6395

AT&T

155910UA
AT&T MA Reference No. 155910UA
AT&T Contract ID No. SDNCOT16BH

AT&T SWITCHED ETHERNET SERVICE℠ (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS

Customer	**AT&T**
City of Jacksonville Street Address: 214 N Hogan St City: Jacksonville State/Province: FL Zip Code: 32202 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Robert Gray Title: Enterprise Technology Infrastructure Manager Street Address: 214 N Hogan St City: Jacksonville State/Province: FL Zip Code: 32202 Country: USA Telephone: 9042558065 Email: grayr@coj.net	Name: Chris Wadley Street Address: 10375 Centurion Parkway City: Jacksonville State/Province: FL Zip Code: 32256 Country: USA Telephone: 9044763100 Email: cw3669@att.com Sales/Branch Manager: Jeff Parsons SCVP Name: Erik Lindborg Sales Strata: SLED Sales Region: Southeast **With a copy (for Notices) to:** AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand functionality in the AT&T Business Center online portal. AT&T Network on Demand is described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf, which is subject to change by AT&T from time to time. Customer's use of AT&T Network on Demand is subject to the Network on Demand Guide and Customer's acceptance of any terms and conditions associated with the Business Center online portal, and such terms take precedence over inconsistent terms in this Agreement.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

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

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By: Linda Ruesch
Printed or Typed Name:	Printed or Typed Name: Linda Ruesch
Title:	Title: Sr. Solutions Architect
Date:	Date: 7/1/20 hd5537

For AT&T internal use only:	Contract Ordering and Billing Number (CNUM):

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

1.1 AT&T Switched Ethernet ℠ Service

Service	Service Publication (incorporated by reference)	Service Publication location	Service Provider	Geographic Location
AT&T Switched Ethernet ℠ Service	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html.	21 State AT&T ILECs*	21 State AT&T ILEC Footprint
AT&T Switched Ethernet℠ Service Third Party (3PA)	AT&T Switched Ethernet ℠ Service Third Party (3PA) Service Guide	https://servicequidenew.att.com/sq_flashPlayerPage/ASE3PA	AT&T Corp**	Outside 21 State ILEC Footprint where available

*AT&T Alabama, AT&T Arkansas, AT&T California, AT&T Florida, AT&T Georgia, AT&T Illinois, AT&T Indiana, AT&T Kansas, AT&T Kentucky, AT&T Louisiana, AT&T Michigan, AT&T Mississippi, AT&T Missouri, AT&T Nevada, AT&T North Carolina, AT&T Ohio, AT&T Oklahoma, AT&T South Carolina, AT&T Tennessee, AT&T Texas and AT&T Wisconsin

Include "BellSouth Telecommunications LLC d/b/a AT&T Southeast" to the list above ONLY WHEN CUSTOMER IS FEDERAL GOVERNMENT IN ANY OF THE FOLLOWING STATES: AL, FL, GA, KY, LA, MS, NC, SC, TN

**Intrastate service in New York and Virginia is provided by AT&T Communications of New York, Inc. and AT&T Communications of Virginia, LLC, respectively.

1.2 Inside Wiring

Service	AT&T Inside Wiring

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Guide	http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf
* AT&T Inside Wiring is not available for Sites outside of AT&T's 21 state ILEC footprint.		

1.3 Entrance Facility Construction

Service	AT&T Entrance Facility Construction

Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Entrance Facility Construction Attachment	http://cpr.att.com/pdf/service_publications/EFC_Attachment.pdf
* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21 state ILEC footprint.		

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges	36 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

4. ADDS; MOVES

4.1 Adds

Additional AT&T Switched Ethernet Service Customer Port Connections ("Adds") may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

4.2 Moves

Per applicable Service Publication

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE – 21 State AT&T ILEC Footprint

5.1.1 Initial Site And Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A

5.1.2 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Basic Port Connection MRC

Basic Port Connection Speed	MRC
100 Mbps	$125.00
1 Gbps	$125.00

Bandwidth MRC					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	$ 117.00	$ 117.00	$ 129.10	$ 141.81	$ 190.00
4 Mbps	$ 117.00	$ 117.00	$ 129.10	$ 141.81	$ 190.00
5 Mbps	$ 117.00	$ 117.00	$ 129.10	$ 141.81	$ 190.00
8 Mbps	$ 117.00	$ 117.00	$ 129.10	$ 141.81	$ 190.00
10 Mbps	$ 117.00	$ 117.00	$ 129.10	$ 141.81	$ 190.00
20 Mbps	$ 150.00	$ 150.00	$ 163.75	$ 178.19	$ 193.35
50 Mbps	$ 200.00	$ 200.00	$ 216.25	$ 233.32	$ 251.23
100 Mbps	$ 225.00	$ 225.00	$ 242.50	$ 260.88	$ 315.00
150 Mbps	$ 245.00	$ 245.00	$ 263.50	$ 282.93	$ 339.31
250 Mbps	$ 265.00	$ 265.00	$ 284.50	$ 304.98	$ 396.12
400 Mbps	$ 292.50	$ 292.50	$ 313.38	$ 335.30	$ 451.80
500 Mbps	$ 320.00	$ 320.00	$ 342.25	$ 365.62	$ 496.17
600 Mbps	$ 357.50	$ 357.50	$ 381.63	$ 406.96	$ 540.54
1000 Mbps	$ 395.00	$ 395.00	$ 421.00	$ 448.30	$ 579.66

Feature MRC

Feature	MRC
Enhanced Multicast	$35.00

5.1.3 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.4 Additional Charges

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
CITY OF JACKSONVILLE

A-1 Rates and Charges; Initial Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / OEM1G	33	$125.00
10Mb CIR / Business Critical Medium - Basic Only / OEM1O	25	$117.00
20Mb CIR / Business Critical Medium - Basic Only / OEM2O	3	$150.00
100Mb CIR / Business Critical Medium - Basic Only / OEM1H	5	$225.00

A-2 Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

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

Port ID #	Street Address, City, State	Jurisdiction	Geographic Location
1	1061 Line St, Jacksonville, FL 32209	Intrastate	Within 21 State ILEC Footprint
2	10790 Key Haven Blvd, Jacksonville, FL 32218	Intrastate	Within 21 State ILEC Footprint
3	12220 Atlantic Blvd, Jacksonville, FL 32225	Intrastate	Within 21 State ILEC Footprint
4	1302 Carvill Ave., Jacksonville, FL 32208	Intrastate	Within 21 State ILEC Footprint
5	1321 Eastport Rd, Jacksonville, FL 32218	Intrastate	Within 21 State ILEC Footprint
6	13531 Lake Newman St, Jacksonville, FL 32221	Intrastate	Within 21 State ILEC Footprint
7	13611 Normandy Blvd, Jacksonville, FL 32221	Intrastate	Within 21 State ILEC Footprint
8	1751 Lindsay Rd, Jacksonville, FL 32221	Intrastate	Within 21 State ILEC Footprint
9	2020 Forest St, Jacksonville, FL 32204	Intrastate	Within 21 State ILEC Footprint
10	24 W. Forsyth, Jacksonville, FL 32202	Intrastate	Within 21 State ILEC Footprint
11	2500 South Beach Pkwy, Jacksonville Beach, FL 32250	Intrastate	Within 21 State ILEC Footprint

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Street Address, City, State	Jurisdiction	Geographic Location
12	2915 Parental Home Rd, Jacksonville, FL 32216	Intrastate	Within 21 State ILEC Footprint
13	325 2nd Avenue South, Jacksonville Beach, FL 32250	Intrastate	Within 21 State ILEC Footprint
14	4012 University Park, Jacksonville, FL 32216	Intrastate	Within 21 State ILEC Footprint
15	4203 Kenndle Rd, Jacksonville, FL 32208	Intrastate	Within 21 State ILEC Footprint
16	4727 Lannie Road, Jacksonville, FL 32218	Intrastate	Within 21 State ILEC Footprint
17	4767 Moncrief Rd, Jacksonville, FL 32209	Intrastate	Within 21 State ILEC Footprint
18	500 Wonderwood Ave, Jacksonville Beach, FL 32233	Intrastate	Within 21 State ILEC Footprint
19	5110 Us 301 Hwy, Jacksonville, FL 32234	Intrastate	Within 21 State ILEC Footprint
20	5120 Perry St, Jacksonville, FL 32208	Intrastate	Within 21 State ILEC Footprint
21	5130 Soutel Dr., Jacksonville, FL 32208	Intrastate	Within 21 State ILEC Footprint
22	555 W 44th St, Jacksonville, FL 32208	Intrastate	Within 21 State ILEC Footprint
23	5713 Teeler Ave, Jacksonville, FL 32208	Intrastate	Within 21 State ILEC Footprint
24	609 N St Johns Bluff Rd, Jacksonville, FL 32225	Intrastate	Within 21 State ILEC Footprint
25	7120 Hogan Rd, Jacksonville, FL 32216	Intrastate	Within 21 State ILEC Footprint
26	76347 Veterans Way, Yulee, FL 32097	Intrastate	Within 21 State ILEC Footprint
27	76347 Veterans Way, Yulee, FL 32097	Intrastate	Within 21 State ILEC Footprint
28	8000 Baymeadows Rd, Jacksonville, FL 32217	Intrastate	Within 21 State ILEC Footprint
29	8400 118th St, JACKSONVILLE, FL 32244	Intrastate	Within 21 State ILEC Footprint
30	909 Haines St., Jacksonville, FL 32206	Intrastate	Within 21 State ILEC Footprint
31	910 44th St. W, Jacksonville, FL 32206	Intrastate	Within 21 State ILEC Footprint
32	825 N Orange St, Green Cove Springs, FL 32043	Intrastate	Within 21 State ILEC Footprint
33	825 N Orange St, Green Cove Springs, FL 32043	Intrastate	Within 21 State ILEC Footprint

Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21 State ILEC Footprint.

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
2	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
3	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
4	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
5	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
6	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
7	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No

AT&T Switched Ethernet Service℠ (with Network On Demand)
Pricing Schedule Provided Pursuant to Custom Terms

Port ID #	Customer Port Connection Speed	CIR Speed	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
8	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
9	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
10	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
11	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
12	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
13	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
14	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
15	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
16	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
17	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
18	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
19	1 Gbps Basic	20 Mbps	N/A	Bus. Critical - Med.	No	No
20	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
21	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
22	1 Gbps Basic	20 Mbps	N/A	Bus. Critical - Med.	No	No
23	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
24	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
25	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
26	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
27	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
28	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
29	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
30	1 Gbps Basic	20 Mbps	N/A	Bus. Critical - Med.	No	No
31	1 Gbps Basic	10 Mbps	N/A	Bus. Critical - Med.	No	No
32	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No
33	1 Gbps Basic	100 Mbps	N/A	Bus. Critical - Med.	No	No

End of Document

Exhibit C

Master Agreement
(immediately following)

20191205-9931

AT&T MA Reference No.155910UA

AT&T

MASTER AGREEMENT

Customer	AT&T
Customer Legal Name City of Jacksonville Street Address: 214 N Hogan St 8th Floor City: Jacksonville State/Province: Florida Zip Code: 32202 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Michael Rooney Title: Network & Telecom Infrastructure Manager Street Address: 214 N Hogan St 8th Floor City: Jacksonville State/Province: Florida Zip Code: 32202 Country: USA Telephone: 904-255-8420 Fax: Email: mrooney@coj.net	Street Address: 10375 Centurion Parkway N 4D-28 City: Jacksonville State/Province: Florida Zip Code: 32256 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.

Customer CITY OF JACKSONVILLE (by its authorized representative)	AT&T (by its authorized representative)
By:	By: Debra Ann Scabo
Name: Lenny Curry Brian Hughes Chief Administrative Officer For. Mayor Lenny Curry Under Authority of: Executive Order No: 2019-02	Name: Debra Ann Scabo
Title: Mayor	Title: Sr. Solutions Architect
Date: 12-20-19	Date: 12/10/2019

Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED
By:
Office of General Counsel

ATTEST:
James R. McCain Jr.
Corporation Secretary
City of Jacksonville

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.

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.

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.

(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.*,

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.

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.