

8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.

FORT BEND COUNTY

AT&T CORP.

Robert Hebert, County Judge

Authorized Agent – Signature

Date

Authorized Agent- Printed Name

ATTEST:

Title

Laura Richard, County Clerk

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

SECOND ADDENDUM TO AT&T MASTER SERVICE AGREEMENT
RFP 11-041

THIS SECOND ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic, and AT&T Corp., (hereinafter "AT&T"), a company authorized to conduct business in the State of Texas.

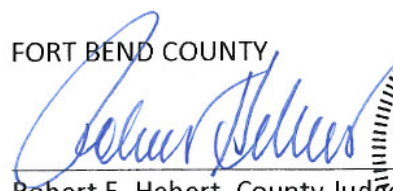
THAT, WHEREAS, the parties have executed and accepted that certain Addendum to the AT&T Master Service Agreement, (hereinafter the "Addendum"), pursuant to RFP 11-041, attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Addendum:

1. **New Services.** County shall purchase one (1) managed 150 MB port for one thousand four hundred and sixty dollars and no/100 (\$1,460.00) per month and one (1) managed 150 MB access loop (fiber loop) for one thousand and thirty-four dollars and 15/100 (\$1,034.15) per month for the term identified in the new Pricing Schedule (attached hereto as Exhibit B).
2. **Effective Date.** The effective date of the new Pricing Schedule shall be the date the new services are made available to County.
3. **Existing Services.** The services identified in Section 1 of the Addendum shall terminate at no cost to County upon availability of the new services to County.

Except as provided herein, all terms and conditions of the Addendum shall remain unchanged.

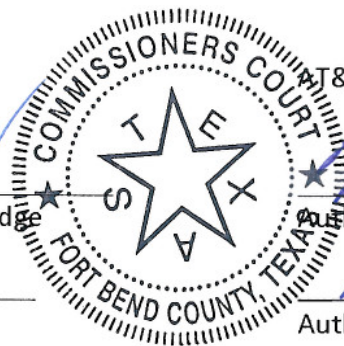
FORT BEND COUNTY

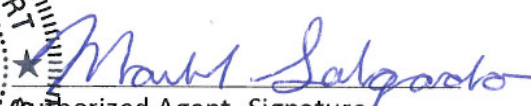

Robert E. Hebert, County Judge

12-10-2013
Date

ATTEST:


Dianne Wilson, County Clerk



AT&T CORP.

Authorized Agent- Signature

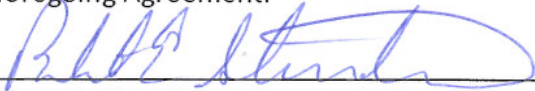
Maribel Salgado
Authorized Agent- Printed Name

Contract Specialist
Title

12/2/2013
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 40,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor



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

Customer	AT&T
Fort Bend County Street Address: 301 Jackson St City: Richmond State/Province: TX Zip Code: 77469 Country: USA	AT&T Corp. or enter the International Affiliate Name
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: Charles King Title: IT Manager Street Address: 301 Jackson St City: Richmond State/Province: TX Zip Code: 77469 Country: United States Telephone: 2813414584 Fax: Email: charles.king@fortbendcountytexas.gov Customer Account Number or Master Account Number:	Name: JEREMY MCKINNEY Street Address: 6500 WEST LOOP S ZONE 1.4 City: BELLAIRE State/Province: TX Zip Code: 77401 Country: USA Telephone: 7135678705 Fax: 7135671239 Email: jm7785@semail.att.com Sales/Branch Manager: SCVP Name: Sales Strata: Sales Region: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Robert E. Hebert</i>	By: <i>Maribel Salgado</i>
Name: <i>Robert E. Hebert</i>	Name: <i>Maribel Salgado</i>
Title: <i>County Judge</i>	Title: <i>Contract Specialist</i>
Date: <i>12-10-2013</i>	Date: <i>12/2/2013</i>

AT&T and Customer Confidential Information

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

CSM131104141950

1. SERVICES

Service	Service Publication Location
AT&T Managed Internet Service (MIS)	http://new.serviceguide.att.com/portals/sgportal.portal? nfpb=true& pageLabel=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sg=bws

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

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

3. MINIMUM PAYMENT PERIOD

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

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

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

Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	Discount
N/A	56/64 Kbps [†]	\$190	\$260	N/A
T-1	128 Kbps [†]	\$225	\$295	N/A
T-1	256 Kbps [†]	\$280	\$350	N/A
T-1	384 Kbps [†]	\$335	\$405	N/A
T-1	512 Kbps [†]	\$390	\$460	N/A
T-1	768 Kbps [†]	\$410	\$480	N/A
T-1 – Frame*	1024 Kbps*	\$425	\$495	N/A
T-1	T-1	\$470	\$540	N/A
E-1*	E-1	\$470	\$540	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A
4xT-1	6 Mbps	\$1,250	\$1,545	N/A
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A
6xT-1	9 Mbps	\$1,715	\$2,595	N/A
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A
8xT-1	12 Mbps	\$2,190	\$3,070	N/A

* Not available with MPLS PNT

[†] Available only with MPLS PNT Feature

v.2.3.06

Table 2: – MIS N x 10 Gig Ethernet* - Flat Rate Billing Option

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	N/A
3x -10.0 Gbps	\$2,220,000	N/A
4x -10.0 Gbps	\$2,920,000	N/A

* Not available with MPLS PNT

v.6.1.09

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

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Table 3: Burstable T-1

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 128kbps	\$270	\$340
128.01 - 256 Kbps	\$340	\$410
256.01 - 384 Kbps	\$405	\$475
384.01 - 512 Kbps	\$470	\$540
512.01 Kbps - 1.544 Mbps	\$565	\$635

v.2.3.06

Table 4: DNS Services

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

v.07.01.04

Table 5: ATM And Tiered T-3

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price
ATM*	2 Mbps	\$590	\$885
ATM*	3 Mbps	\$850	\$1,145
ATM*	4 Mbps	\$1,075	\$1,370
ATM*	5 Mbps	\$1,125	\$1,420
ATM*	6 Mbps	\$1,250	\$1,545
ATM*	7 Mbps	\$1,415	\$2,295
ATM*	8 Mbps	\$1,565	\$2,445
ATM*	9 Mbps	\$1,715	\$2,595
ATM*/T-3	10 Mbps	\$1,840	\$2,720
ATM*/T-3	15 Mbps	\$2,465	\$3,345
ATM*/T-3	20 Mbps	\$3,090	\$3,970
ATM*/T-3	25 Mbps	\$3,725	\$4,605
ATM*/T-3	30 Mbps	\$4,350	\$5,230
ATM*/T-3	35 Mbps	\$4,990	\$5,870
ATM*/T-3	40 Mbps	\$5,615	\$6,495
T-3	45 Mbps	\$6,250	\$7,130

* Not available with MPLS PNT

v.2.3.06

Table 6: Burstable T-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 6.0 Mbps	\$1,515	\$1,810
6.01 - 7.5 Mbps	\$1,790	\$2,670
7.51 - 9.0 Mbps	\$2,065	\$2,945
9.01 - 10.5 Mbps	\$2,290	\$3,170
10.51 - 12.0 Mbps	\$2,515	\$3,395
12.01 - 13.5 Mbps	\$2,740	\$3,620
13.51 - 15.0 Mbps	\$2,965	\$3,845
15.01 - 16.5 Mbps	\$3,150	\$4,030

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16.51 - 18.0 Mbps	\$3,340	\$4,220
18.01 - 19.5 Mbps	\$3,525	\$4,405
19.51 - 21.0 Mbps	\$3,715	\$4,595
21.01 - 45.0 Mbps	\$7,515	\$8,395

v.2.3.06

Table 7: Flexible Bandwidth Billing Option - Burstable T-3

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	N/A

v.2.3.06

Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170
up to 128kbps	\$340
128.01 - 256 Kbps	\$410
256.01 - 384 Kbps	\$475
384.01 - 512 Kbps	\$540
512.01 Kbps - 1.544 Mbps	\$635

v.2.20.06

Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800
up to 6.0 Mbps	\$1,810
6.01 - 7.5 Mbps	\$2,670
7.51 - 9.0 Mbps	\$2,945
9.01 - 10.5 Mbps	\$3,170
10.51 - 12.0 Mbps	\$3,395
12.01 - 13.5 Mbps	\$3,620
13.51 - 15.0 Mbps	\$3,845
15.01 - 16.5 Mbps	\$4,030
16.51 - 18.0 Mbps	\$4,220
18.01 - 19.5 Mbps	\$4,405

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19.51 - 21.0 Mbps	\$4,595
21.01 - 45.0 Mbps	\$8,395

v.10.31.05

Table 10: Redundancy Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option -additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3 \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT1: \$350 T3 & OC3: \$875	N/A

v.2.3.06

Table 11: MIS and MARO Features - Installation Fees

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS & MIS w/Managed Router
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

v.2.6.06

Table 12: MIS Tele – Installation

Discount: 100.0 %

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

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

** Subject to availability

*** Not available with MPLS PNT

v.10.01.08

Table 13: On-Site Installation

Discount: 100.0 %

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

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**AT&T MANAGED INTERNET SERVICE
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Table 14: ATM and Tiered OC-3

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2 Mbps*	\$590	\$885
3 Mbps*	\$850	\$1,145
4 Mbps*	\$1,075	\$1,370
5 Mbps*	\$1,125	\$1,420
6 Mbps*	\$1,250	\$1,545
7 Mbps*	\$1,415	\$2,295
8 Mbps*	\$1,565	\$2,445
9 Mbps*	\$1,715	\$2,595
10 Mbps*	\$1,840	\$2,720
15 Mbps*	\$2,465	\$3,345
20 Mbps*	\$3,090	\$3,970
25 Mbps*	\$3,725	\$4,605
30 Mbps*	\$4,350	\$5,230
35 Mbps*	\$4,990	\$5,870
40 Mbps*	\$5,615	\$6,495
60 Mbps*	\$7,825	\$9,005
155 Mbps (not available with ATM)	\$17,800	\$18,980

* Not available with MPLS PNT
v.2.3.06

Table 15: Burstable OC-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 35.0 Mbps	\$5,990	\$6,870
35.01 to 45.0 Mbps	\$7,515	\$8,395
45.01 to 55.0 Mbps	\$8,765	\$9,945
55.01 to 65.0 Mbps	\$10,025	\$11,205
65.01 to 75.0 Mbps	\$11,290	\$12,470
75.01 to 85.0 Mbps	\$12,550	\$13,730
85.01 to 100.0 Mbps	\$14,440	\$15,620
100.01 to 125.0 Mbps	\$17,590	\$18,770
125.01 to 155.0 Mbps	\$21,365	\$22,545

v.2.3.06

Table 16: Flexible Bandwidth Billing Option - Burstable OC-3

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140

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155 Mbps	\$17,800	\$18,980	N/A
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v.2.3.06

Table 17: Tiered OC-12

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	\$50,700	\$52,505

v.2.3.06

Table 18: Burstable OC-12

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

v.2.3.06

Table 19: Flexible Bandwidth Billing Option - Burstable OC-12

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

v.2.3.06

Table 20: Tiered OC-48

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	\$196,000	\$199,055

v.2.3.06

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**AT&T MANAGED INTERNET SERVICE
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Table 21: Burstable OC-48

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

v.2.3.06

Table 22: Flexible Bandwidth Billing Option - Burstable OC-48

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

v.2.3.06

Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 92.0 %			Incremental Usage Fee Discount: 92.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175

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35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
900 Mbps	\$70,875	\$73,930	\$100
1000 Mbps	\$78,250	\$81,305	N/A

v.10.01.08

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet*

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A	
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps	
.5 Gbps	\$42,215	\$84.43	
1.0 Gbps	\$78,250	\$78.25	
1.5 Gbps	\$119,625	\$79.75	
2.0 Gbps	\$161,000	\$80.50	
2.5 Gbps	\$196,000	\$80.25	
3.0 Gbps	\$240,000	\$80.00	
3.5 Gbps	\$279,125	\$79.75	
4.0 Gbps	\$318,000	\$79.50	
4.5 Gbps	\$356,625	\$79.25	
5.0 Gbps	\$390,000	\$78.00	
5.5 Gbps	\$433,125	\$78.75	
6.0 Gbps	\$471,000	\$78.50	
6.5 Gbps	\$508,625	\$78.25	
7.0 Gbps	\$539,000	\$77.00	
7.5 Gbps	\$583,125	\$77.75	
8.0 Gbps	\$620,000	\$77.50	
8.5 Gbps	\$656,625	\$77.25	
9.0 Gbps	\$684,000	\$76.00	
9.5 Gbps	\$719,625	\$75.75	
10.0 Gbps	\$755,000	\$75.50	

* Not available with MPLS PNT

v.10.01.08

**AT&T MANAGED INTERNET SERVICE
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Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Discount: 62.0 %

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

* Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

(†) no real-time class available

(‡) unmanaged only

v.6.1.06

Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees

Discount: 62.0 %

Speed	Undiscounted MIS w/ or w/out Managed Router Monthly Service Fee*
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100

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35.01 - 40.0 Mbps	\$2,350
40.01 - 45.0 Mbps	\$2,750
45.01 - 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 - 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000
7.5 Gbps**	\$9,100
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service

** Not available with MPLS PNT

v.10.01.08

Table 27: Class Of Service Option - Installation Fees

Discount: 0.0 %

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

v.2.3.06

Table 28: MIS+NCS Option

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

Table 29: MIS + NCS Installation Fees

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.06

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Table 30: MPLS PNT Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS & MIS w/Managed Router
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps(Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

v.10.12.07

Table 31: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

v.10.12.07

Table 32: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB
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Table 33: MultiCast Installation

N/A

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday-Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09

Section III: Additional Service Fees

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

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AT&T MANAGED INTERNET SERVICE
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Section IV: Ethernet Access Pricing

NPA/ NXX	Location	Ethernet Access Bandwidth	Ethernet Access Net Monthly Recurring Charge, Each	Ethernet Access Net Non- Recurring Charge, Each
281341	Richmond, TX	150M	\$ 1,034.15	\$ 0.00

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO AT&T SERVICE AGREEMENT

THIS ADDENDUM is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic, and AT&T Corp., (hereinafter "AT&T"), a company authorized to conduct business in the State of Texas.

THAT, WHEREAS, the parties have executed and accepted that certain AT&T Service Agreement, (hereinafter the "Agreement"), pursuant to RFP No. 11-041, attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Services.** County shall purchase one (1) managed 10 MB port for one hundred and ninety dollars and 40/100 (\$190.40) per month and one (1) 10 MB access loop (fiber loop) for eight hundred and ninety-one dollars and 76/100 (\$891.76) per month for the term provided in the Agreement.
2. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
3. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
4. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
5. **Confidential Information.** AT&T expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by AT&T shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind

to defending, indemnifying, holding or saving harmless for any reason are hereby deleted.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by AT&T in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas. Venue shall lie in Fort Bend County, Texas, for any suit regarding the Agreement.

AT&T CORP.

By: _____

Authorized Agent – Signature

Patty Shields
PATY SHIELDS
CUSTOMER CONTRACTS SPECIALIST

Authorized Agent – Printed Name

Title: _____

Date: _____

3/31/11

FORT BEND COUNTY

By: _____

Robert E. Hebert, County Judge

Date: _____

April 12, 2011

ATTEST:


Dianne Wilson

Dianne Wilson, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 389,572.26 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A



AT&T MA Reference No. 140112UA

MASTER AGREEMENT

Customer Fort Bend County 500 Liberty Street Richmond, TX 77469 USA	AT&T AT&T Corp. or enter the International Affiliate Name
Customer Contact (for notices) Name: Ken Ford Title: 500 Liberty Street Richmond, TX 77469 United States Telephone: 2813414588 Fax: Email: Kenneth.Ford@co.Fort-Bend.tx.us	AT&T Contact (for notices) 45 ERIEVIEW PLZ CLEVELAND, OH 44114 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email:

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Robert Hebert</i>	By: <i>Patty Shields</i>
Name: Robert Hebert	Name: PATRY SHIELDS CUSTOMER CONTRACTS SPECIALIST
Title: County Judge	Title:
Date: April 12, 2011	Date: 3/31/11

1. INTRODUCTION

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

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may 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 Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may 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: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

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

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

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

2. AT&T DELIVERABLES

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

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

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

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services.

Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

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

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

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

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

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T 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 current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

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

4.4 **Payments.** 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 attorney's fees. AT&T may charge late

payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, at the lower of 1.5% per month (18% per annum) or 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 invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

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

4.7 **Adjustments to MARC.**

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

5. CONFIDENTIAL INFORMATION

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

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

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

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T

designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
 - (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
 - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
 - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
 - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

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

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

7. THIRD PARTY CLAIMS

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

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

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

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

8. SUSPENSION AND TERMINATION

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

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

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).

- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service 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: (a) that 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) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 **Effect of Termination.**

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

8.5 **Termination Charges.**

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

9. IMPORT/EXPORT CONTROL

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

10. MISCELLANEOUS PROVISIONS

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

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

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

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

10.5 Assignment and Subcontracting.

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

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

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

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

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

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

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

10.10 **Governing Law.** This Agreement will be governed by the law of the State of 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.

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

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

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

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

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

11. DEFINITIONS

The following terms have the meanings set forth below:

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

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

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

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

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

“**Minimum Retention Period**” means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

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

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



**AT&T Managed Internet Service
Pricing Schedule**

Customer	AT&T	AT&T Sales Contact <input type="checkbox"/> Primary Contact
Fort Bend County 307 Fort Street Richmond, TX 77469 USA	AT&T Corp.	PETER D DAVIS 45 ERIEVIEW PLZ CLEVELAND, OH 44114 Telephone: 2162636686 Fax: 216-274-9894 Email: dd0651@mwwmail.att.com Branch Manager: Bill Breeze Sales Strata: Service Provider Markets US Sales Region: Mid-Western
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name: Ken Ford Title: 307 Fort Street Richmond, TX 77469 United States Telephone: 281-342-6185 Fax: Email: Kenneth.Ford@co.Fort-Bend.tx.us Customer Account Number or Master Account Number:	45 ERIEVIEW PLZ CLEVELAND, OH 44114 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email:	Name: Moses Garcia Company Name: THE HELLER GROUP, INC. 10333 Harwin Drive, Suite 674 Houston, TX 77036 Telephone: 832-518-4804 Fax: 832-518-4810 Email: moses@thginc.net Agent Code: 15506

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. The promotional pricing in this Pricing Schedule applies only to the MIS Service(s) ordered at the following Site and shall not apply to any subsequent orders for additional MIS Service(s) to any other Customer locations. Additional orders for Service(s) to additional Customer locations will require AT&T and Customer to sign a new Pricing Schedule for MIS Service.

Site Address
307 Fort Street, Richmond, TX

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Robert Hebert</i>	By: <i>Patty Shields</i>
Name: Robert Hebert	Name: PATTY SHIELDS CUSTOMER CONTRACTS SPECIALIST
Title: County Judge	Title:
Date: April 12, 2011	Date: 3/31/11



1. SERVICES

- AT&T Managed Internet Service
- AT&T Private Network Transport (PNT) Service is an option of MIS and can be ordered as an MPLS PNT feature under Tables 30 and 31.
 - AT&T's Acceptable Use Policy is located at _____ or such other AT&T-designated location.

Service	Service Publication Location
AT&T MIS Service	
AT&T Bandwidth Services	

The rate and the discount for each channel ordered under this Pricing Schedule shall be stabilized as of the date of order for the remaining Term of the Pricing Schedule.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	Term Start Date
36 Months	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Portion of Monthly Service Fees Applicable to Minimum Payment Period	Service Components	Minimum Payment Period
50%	All Service Components	Until end of Pricing Schedule Term, but not less than 12 months per component

4. RATES (US Mainland, HI and Alaska[†] only)

[†] Service in Alaska requires a separate AT&T Addendum for Service in Alaska. The rates stated in this Pricing Schedule apply to Service locations and/or Service Components in Alaska only in the event that a Service Component and/or Service location is not listed in the Addendum for Service in Alaska. In the event of the conflict between this Pricing Schedule and the Addendum for Service in Alaska, the Addendum for Service in Alaska controls.

NOTE 1: MIS w/ Managed Router Option 2 available only as described in the Service Guide.

NOTE 2: If Customer orders the MPLS PNT feature under Section I, Tables 30 and 31 as part of the MIS service, Customer will be billed for PNT transport and uplifts and all applicable taxes will be stated on the Customer's invoice.

NOTE 3: The charges for the Class of Service (CoS) feature set forth in Section I, Table 25 through 27 are waived for Sites at which Customer also maintains AT&T Business Voice over IP (VoIP) Service.

(*) = not available with MPLS PNT
 ICB = available only on an Individual Case Basis.
 N/A = Not Available

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

Table 1: Tiered T-1, NxT-1, E-1 And Frame - Flat Rate Billing Option

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	MIS w/ Managed Router Option 2 Monthly Service Fee List Price	Discount
N/A	56/64 Kbps	\$190	\$260	N/A	N/A
T-1	128 Kbps	\$225	\$295	\$285	N/A
T-1	256 Kbps	\$280	\$350	\$340	N/A
T-1	384 Kbps	\$335	\$405	\$395	N/A
T-1	512 Kbps	\$390	\$460	\$450	N/A
T-1	768 Kbps	\$410	\$480	\$470	N/A
T-1 – Frame*	1024 Kbps	\$425	\$495	\$485	N/A
T-1	T-1	\$470	\$540	\$530	N/A
E-1*	E-1	\$470	\$540	N/A	N/A
2xT-1	3 Mbps	\$850	\$1,145	N/A	N/A
3xT-1	4.5 Mbps	\$1,100	\$1,395	N/A	N/A
4xT-1	6 Mbps	\$1,250	\$1,545	N/A	N/A
5xT-1	7.5 Mbps	\$1,480	\$2,360	N/A	N/A
6xT-1	9 Mbps	\$1,715	\$2,595	N/A	N/A
7xT-1	10.5 Mbps	\$1,915	\$2,795	N/A	N/A
8xT-1	12 Mbps	\$2,190	\$3,070	N/A	N/A

v.2.3.06

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Table 2: – MIS N x 10 Gig Ethernet - Flat Rate Billing Option

Speed	MIS Monthly Service Fee List Price	Discount
2x -10.0 Gbps	\$1,500,000	N/A
3x -10.0 Gbps	\$2,220,000	N/A
4x -10.0 Gbps	\$2,920,000	N/A

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Table 3: Burstable T-1

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 128kbps	\$270	\$340	\$330
128.01 - 256 Kbps	\$340	\$410	\$400
256.01 - 384 Kbps	\$405	\$475	\$465
384.01 - 512 Kbps	\$470	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$565	\$635	\$625

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ATM*	4 Mbps	\$1,075	\$1,370	\$1,325
ATM*	5 Mbps	\$1,125	\$1,420	\$1,375
ATM*	6 Mbps	\$1,250	\$1,545	\$1,500
ATM*	7 Mbps	\$1,415	\$2,295	\$2,000
ATM*	8 Mbps	\$1,565	\$2,445	\$2,150
ATM*	9 Mbps	\$1,715	\$2,595	\$2,300
ATM*/T-3	10 Mbps	\$1,840	\$2,720	\$2,425
ATM*/T-3	15 Mbps	\$2,465	\$3,345	\$3,050
ATM*/T-3	20 Mbps	\$3,090	\$3,970	\$3,675
ATM*/T-3	25 Mbps	\$3,725	\$4,605	\$4,310
ATM*/T-3	30 Mbps	\$4,350	\$5,230	\$4,935
ATM*/T-3	35 Mbps	\$4,990	\$5,870	\$5,575
ATM*/T-3	40 Mbps	\$5,615	\$6,495	\$6,200
T-3	45 Mbps	\$6,250	\$7,130	\$6,835

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Table 4: DNS Services

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

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Table 5: ATM And Tiered T-3

Discount: N/A

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/Managed Router Monthly Service Fee List Price	MIS w/Managed Router Option 2 Monthly Service Fee List Price
ATM*	2 Mbps	\$590	\$885	\$840
ATM*	3 Mbps	\$850	\$1,145	\$1,100

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Table 6: Burstable T-3

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
up to 6.0 Mbps	\$1,515	\$1,810	\$1,765
6.01 - 7.5 Mbps	\$1,790	\$2,670	\$2,375
7.51 - 9.0 Mbps	\$2,065	\$2,945	\$2,650
9.01 - 10.5 Mbps	\$2,290	\$3,170	\$2,875
10.51 - 12.0 Mbps	\$2,515	\$3,395	\$3,100
12.01 - 13.5 Mbps	\$2,740	\$3,620	\$3,325
13.51 - 15.0 Mbps	\$2,965	\$3,845	\$3,550
15.01 - 16.5 Mbps	\$3,150	\$4,030	\$3,735
16.51 - 18.0 Mbps	\$3,340	\$4,220	\$3,925
18.01 - 19.5 Mbps	\$3,525	\$4,405	\$4,110
19.51 - 21.0 Mbps	\$3,715	\$4,595	\$4,300
21.01 - 45.0 Mbps	\$7,515	\$8,395	\$8,100

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Table 7: Flexible Bandwidth Billing Option - Burstable T-3

Discount applied to MIS, MIS w/Managed Router, & MIS w/Managed Router Option 2: N/A			Incremental Usage Fee Discount: N/A	
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS w/Managed Router Undiscounted Monthly Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
2 Mbps	\$590	\$885	\$840	\$355
3 Mbps	\$850	\$1,145	\$1,100	\$340
4 Mbps	\$1,075	\$1,370	\$1,325	\$325
5 Mbps	\$1,125	\$1,420	\$1,375	\$270
6 Mbps	\$1,250	\$1,545	\$1,500	\$250
7 Mbps	\$1,415	\$2,295	\$2,000	\$245
8 Mbps	\$1,565	\$2,445	\$2,150	\$235
9 Mbps	\$1,715	\$2,595	\$2,300	\$230
10 Mbps	\$1,840	\$2,720	\$2,425	\$225
15 Mbps	\$2,465	\$3,345	\$3,050	\$200
20 Mbps	\$3,090	\$3,970	\$3,675	\$190
25 Mbps	\$3,725	\$4,605	\$4,310	\$180
30 Mbps	\$4,350	\$5,230	\$4,935	\$175
35 Mbps	\$4,990	\$5,870	\$5,575	\$175
40 Mbps	\$5,615	\$6,495	\$6,200	\$170
45 Mbps	\$6,250	\$7,130	\$6,835	N/A

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Table 8: MIS Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee	MIS w/Managed Router Option 2 Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$170	\$160
up to 128kbps	\$340	\$330
128.01 - 256 Kbps	\$410	\$400
256.01 - 384 Kbps	\$475	\$465
384.01 - 512 Kbps	\$540	\$530
512.01 Kbps - 1.544 Mbps	\$635	\$625

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Table 9: MARO Burstable T-3 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Monthly Service Fee	MIS w/Managed Router Option 2 Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	\$800	\$790
up to 6.0 Mbps	\$1,810	\$1,765
6.01 - 7.5 Mbps	\$2,670	\$2,375
7.51 - 9.0 Mbps	\$2,945	\$2,650
9.01 - 10.5 Mbps	\$3,170	\$2,875
10.51 - 12.0 Mbps	\$3,395	\$3,100
12.01 - 13.5 Mbps	\$3,620	\$3,325
13.51 - 15.0 Mbps	\$3,845	\$3,550
15.01 - 16.5 Mbps	\$4,030	\$3,735
16.51 - 18.0 Mbps	\$4,220	\$3,925
18.01 - 19.5 Mbps	\$4,405	\$4,110
19.51 - 21.0 Mbps	\$4,595	\$4,300
21.01 - 45.0 Mbps	\$8,395	\$8,100

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Table 10: MARO Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option - additional charges via Private Line, per Service Component	T-1: \$500	N/A
	NxT1: \$500 per T-1	
	T3: \$5,000	
	OC-3: \$12,000	
CPE Redundant Configuration Option - Per Service Component	T-1: \$120	N/A
	NxT-1: \$350	
	T3: \$540	
	OC-3: \$2,435	
Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	\$500 per T-1 Redundant Link	N/A
	\$5,000 per T-3 Redundant Link	
	\$12,000 per OC-3 Redundant Link	
Outbound Load Balancers (2) (Dual Managed Customer Routers)	T1 & NxT1: \$350	N/A
	T3 & OC3: \$875	

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Table 11: MIS and MARO Features - Installation Fees (ICB Only)

Discount: 0.0 %

Option	Undiscounted Installation Fee List Price MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	\$1000

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Table 12: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router	Undiscounted MIS w/ Managed Router Option 2
56 Kbps	\$1,000	\$1,000	\$1,000
128 Kbps - 1.5 Mbps	\$1,000	\$1,000	\$1,000
NxT-1	\$2,500	\$2,500	\$2,500
Tiered/Full T-3	\$5,000	N/A	N/A
Tiered OC-3, OC-12, OC-48	\$10,000	N/A	N/A
Ethernet	\$1,500	\$1,500*	N/A
10 Gig Ethernet	\$10,000	\$10,000**	\$10,000**

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

** Subject to availability
v.10.01.08

Table 13: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only	Undiscounted MIS w/ Managed Router Option 2 Only
56 Kbps	\$999	\$999
128 Kbps - 1.5 Mbps	\$999	\$999
NxT-1	\$999	\$999
Tiered/Full T-3	\$1,000	\$1,000
Tiered OC-3, OC-12, OC-48	\$10,000	\$10,000
Ethernet	\$1,500	N/A

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Table 14: ATM and Tiered OC-3 (ICB Only)*

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
2 Mbps	\$590	\$885	\$840
3 Mbps	\$850	\$1,145	\$1,100
4 Mbps	\$1,075	\$1,370	\$1,325
5 Mbps	\$1,125	\$1,420	\$1,375
6 Mbps	\$1,250	\$1,545	\$1,500
7 Mbps	\$1,415	\$2,295	\$2,000
8 Mbps	\$1,565	\$2,445	\$2,150
9 Mbps	\$1,715	\$2,595	\$2,300
10 Mbps	\$1,840	\$2,720	\$2,425
15 Mbps	\$2,465	\$3,345	\$3,050
20 Mbps	\$3,090	\$3,970	\$3,675
25 Mbps	\$3,725	\$4,605	\$4,310
30 Mbps	\$4,350	\$5,230	\$4,935
35 Mbps	\$4,990	\$5,870	\$5,575
40 Mbps	\$5,615	\$6,495	\$6,200
60 Mbps	\$7,825	\$9,005	\$8,450
155 Mbps (not available with ATM)	\$17,800	\$18,980	\$18,425

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Table 15: Burstable OC-3 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee	Undiscounted MIS w/Managed Router Option 2 Monthly Service Fee
Up to 35.0 Mbps	\$5,990	\$6,870	\$6,575
35.01 to 45.0 Mbps	\$7,515	\$8,395	\$8,100
45.01 to 55.0 Mbps	\$8,765	\$9,945	\$9,390
55.01 to 65.0 Mbps	\$10,025	\$11,205	\$10,650
65.01 to 75.0 Mbps	\$11,290	\$12,470	\$11,915
75.01 to 85.0 Mbps	\$12,550	\$13,730	\$13,175
85.01 to 100.0 Mbps	\$14,440	\$15,620	\$15,065
100.01 to 125.0 Mbps	\$17,590	\$18,770	\$18,215
125.01 to 155.0 Mbps	\$21,365	\$22,545	\$21,990

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Table 16: Flexible Bandwidth Billing Option - Burstable OC-3 (ICB Only)

Discount applied to MIS, MIS w/Managed Router, & MIS w/ Managed Router Option 2: N/A				Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted MIS with Managed Router Option 2 Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
35 Mbps	\$4,990	\$5,870	\$5,575	\$175
40 Mbps	\$5,615	\$6,495	\$6,200	\$170
45 Mbps	\$6,250	\$7,130	\$6,835	\$170
60 Mbps	\$7,825	\$9,005	\$8,450	\$160
70 Mbps	\$8,875	\$10,055	\$9,500	\$155
80 Mbps	\$9,925	\$11,105	\$10,550	\$150
90 Mbps	\$10,975	\$12,155	\$11,600	\$150
100 Mbps	\$12,025	\$13,205	\$12,650	\$145
120 Mbps	\$14,125	\$15,305	\$14,750	\$145
144 Mbps	\$16,225	\$17,405	\$16,850	\$140
155 Mbps	\$17,800	\$18,980	\$18,425	N/A

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Table 17: Tiered OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
622 Mbps	\$50,700	\$52,505

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Table 18: Burstable OC-12 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 75.0 Mbps	\$11,290	\$12,470
75.01 to 150.0 Mbps	\$18,750	\$19,930
150.01 to 225.0 Mbps	\$26,215	\$27,395
225.01 to 300.0 Mbps	\$33,665	\$35,470
300.01 to 375.0 Mbps	\$40,040	\$41,845
375.01 to 450.0 Mbps	\$46,415	\$48,220
450.01 to 525.0 Mbps	\$52,715	\$54,520
525.01 to 622.0 Mbps	\$60,850	\$62,655

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Table 19: Flexible Bandwidth Billing Option - Burstable OC-12 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Service Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
70 Mbps	\$8,875	\$10,055	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	N/A

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Table 20: Tiered OC-48 (ICB Only)

Discount: N/A

Speed	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
2.5 Gbps	\$196,000	\$199,055

v.2.3.06

Table 21: Burstable OC-48 (ICB Only)

Discount: N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
Up to 1250 Mbps	\$121,500	\$124,555
1251 to 1350 Mbps	\$130,975	\$134,030
1351 to 1450 Mbps	\$140,450	\$143,505
1451 to 1550 Mbps	\$149,925	\$152,980
1551 to 1650 Mbps	\$159,400	\$162,455
1651 to 1750 Mbps	\$168,875	\$171,930
1751 to 1850 Mbps	\$178,350	\$181,405
1851 to 1950 Mbps	\$187,825	\$190,880
1951 to 2050 Mbps	\$197,300	\$200,355
2051 to 2150 Mbps	\$206,775	\$209,830
2151 to 2250 Mbps	\$216,250	\$219,305
2251 to 2350 Mbps	\$225,725	\$228,780
2351 to 2450 Mbps	\$235,200	\$238,255

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Table 22: Flexible Bandwidth Billing Option - Burstable OC-48 (ICB Only)

Discount applied to MIS & MIS w/Managed Router: N/A			Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	Undiscounted MIS Monthly Service Fee	Undiscounted MIS with Managed Router Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps	\$63,440	\$65,245	\$100
1250 Mbps	\$101,250	\$104,305	\$100
1550 Mbps	\$125,000	\$128,055	\$100
1850 Mbps	\$148,750	\$151,805	\$100
2150 Mbps	\$172,500	\$175,555	\$100
2450 Mbps	\$196,000	\$199,055	N/A

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Table 23: Flexible Bandwidth Billing Option - Ethernet

Discount applied to MIS & MIS w/Managed Router: 93.0 %			Incremental Usage Fee Discount: 93.0 %
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	MIS with Managed Router Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
0.5 Mbps	\$390	\$460	\$940
1.0 Mbps	\$425	\$495	\$510
1.5 Mbps	\$470	\$540	\$380
2 Mbps	\$590	\$885	\$355
3 Mbps	\$850	\$1,145	\$340
4 Mbps	\$1,075	\$1,370	\$325
5 Mbps	\$1,125	\$1,420	\$270
6 Mbps	\$1,250	\$1,545	\$250
7 Mbps	\$1,415	\$2,295	\$245
8 Mbps	\$1,565	\$2,445	\$235
9 Mbps	\$1,715	\$2,595	\$230
10 Mbps	\$1,840	\$2,720	\$225
15 Mbps	\$2,465	\$3,345	\$200
20 Mbps	\$3,090	\$3,970	\$190
25 Mbps	\$3,725	\$4,605	\$180
30 Mbps	\$4,350	\$5,230	\$175
35 Mbps	\$4,990	\$5,870	\$175
40 Mbps	\$5,615	\$6,495	\$170
45 Mbps	\$6,250	\$7,130	\$170
50 Mbps	\$6,770	\$7,815	\$165
60 Mbps	\$7,825	\$9,005	\$160
70 Mbps	\$8,875	\$10,055	\$155
75 Mbps	\$9,410	\$10,595	\$155
80 Mbps	\$9,925	\$11,105	\$150
90 Mbps	\$10,975	\$12,155	\$150
100 Mbps	\$12,025	\$13,205	\$145
120 Mbps	\$14,125	\$15,305	\$145
144 Mbps	\$16,225	\$17,405	\$140
150 Mbps	\$17,065	\$18,250	\$140
155 Mbps	\$17,800	\$18,980	\$140
200 Mbps	\$20,975	\$22,780	\$130
250 Mbps	\$24,515	\$26,320	\$120
300 Mbps	\$28,050	\$29,855	\$115
350 Mbps	\$31,600	\$33,405	\$110
400 Mbps	\$35,140	\$36,945	\$110
450 Mbps	\$38,675	\$40,480	\$105
500 Mbps	\$42,215	\$44,020	\$105
550 Mbps	\$45,750	\$47,555	\$100
600 Mbps	\$49,290	\$51,095	\$100
622 Mbps	\$50,700	\$52,505	\$100
700 Mbps	\$56,365	\$58,170	\$100
800 Mbps (ICB)	\$63,440	\$65,245	\$100
900 Mbps (ICB)	\$70,875	\$73,930	\$100
1000 Mbps (ICB)	\$78,250	\$81,305	N/A

v.10.01.08

Table 24: Flexible Bandwidth Billing Option – MIS 10 Gig Ethernet

Discount applied to MIS: N/A		Incremental Usage Fee Discount: N/A
Tiered Bandwidth Minimum Commitment	MIS Undiscounted Monthly Fee	Undiscounted Incremental Usage Fee Per Mbps
.5 Gbps	\$42,215	\$84.43
1.0 Gbps	\$78,250	\$78.25
1.5 Gbps	\$119,625	\$79.75
2.0 Gbps	\$161,000	\$80.50
2.5 Gbps	\$196,000	\$80.25
3.0 Gbps	\$240,000	\$80.00
3.5 Gbps	\$279,125	\$79.75
4.0 Gbps	\$318,000	\$79.50
4.5 Gbps	\$356,625	\$79.25
5.0 Gbps	\$390,000	\$78.00
5.5 Gbps	\$433,125	\$78.75
6.0 Gbps	\$471,000	\$78.50
6.5 Gbps	\$508,625	\$78.25
7.0 Gbps	\$539,000	\$77.00
7.5 Gbps	\$583,125	\$77.75
8.0 Gbps	\$620,000	\$77.50
8.5 Gbps	\$656,625	\$77.25
9.0 Gbps	\$684,000	\$76.00
9.5 Gbps	\$719,625	\$75.75
10.0 Gbps	\$755,000	\$75.50

v.10.01.08

Table 25: Class Of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Service Fees

Speed	Class of Service Monthly Fee – List Price (w/ or w/out Managed Router, including Managed Router Option 2, except as indicated)
56 Kbps†	\$225
128 Kbps†	\$225
256 Kbps†	\$225
384 Kbps†	\$225
512 Kbps†	\$225
768 Kbps	\$225
1024 Kbps*	\$225
1.5 Mbps	\$225
2xT-1 (3 Mbps)	\$225
3xT-1 (4.5 Mbps)	\$225
4xT-1 (6 Mbps)	\$225
5xT-1 (7.5 Mbps)	\$225
6xT-1 (9 Mbps)	\$225
7xT-1 (10.5 Mbps)	\$225
8xT-1 (12 Mbps)	\$225
10 Mbps	\$825
15 Mbps	\$1,075

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20 Mbps	\$1,325
25 Mbps	\$1,575
30 Mbps	\$1,825
35 Mbps	\$2,100
40 Mbps	\$2,350
45 Mbps	\$2,750
155 Mbps‡	\$2,750

(†) no real-time class available
 (‡) unmanaged only
 v.6.1.06

Table 26: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Service Fees
 Discount: N/A

Speed	Undiscounted MIS w/ or w/out Managed Router including Managed Router Option 2 Monthly Service Fee *
Up to 1.5 Mbps	\$225
2.0 Mbps	\$285
2.01 - 3.0 Mbps	\$360
3.01 - 4.0 Mbps	\$435
4.01 - 5.0 Mbps	\$510
5.01 - 6.0 Mbps	\$575
6.01 - 7.0 Mbps	\$640
7.01 - 8.0 Mbps	\$705
8.01 - 9.0 Mbps	\$765
9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 - 45.0 Mbps	\$2,750
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps	\$7,900
2.0 Gbps	\$8,000
2.5 Gbps	\$8,100
3.0 Gbps	\$8,200
3.5 Gbps	\$8,300
4.0 Gbps	\$8,400
4.5 Gbps	\$8,500
5.0 Gbps	\$8,600
5.5 Gbps	\$8,700
6.0 Gbps	\$8,800
6.5 Gbps	\$8,900
7.0 Gbps	\$9,000
7.5 Gbps	\$9,100
8.0 Gbps	\$9,200
8.5 Gbps	\$9,300
9.0 Gbps	\$9,400
9.5 Gbps	\$9,500
10.0 Gbps	\$9,600

*Subject to availability
 v.10.01.08

Table 27: Class Of Service Option - Installation Fees

Discount: N/A

Class of Service Undiscounted Installation Fee	\$1,000
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v.2.3.06

Table 28: MIS+NCS Option (ICB Only)

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	\$1,200
MIS + NCS Site License Fee (5 yr)	\$1,050
MIS + NCS Tier 1 Support	\$100

v.04.29.02

Table 29: MIS + NCS Installation Fees (ICB Only)

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	\$2,500

v.2.3.06

Table 30: MPLS PNT Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS, MIS w/Managed Router, and MIS w/ Managed Router Option 2
Private Line Fractional T-1 (56K – 768K)**	Fractional T-1 (56K – 768K)**	\$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	\$200
Private Line T1	T-1 (1.54 Mbps)	\$200
Private Line T3	2 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	3 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	4 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	5 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	6 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	7 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	8 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	9 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	10 Mbps (Hi-Cap Flex T3)	\$1,000
Private Line T3	15 Mbps (Hi Cap Flex T3 or Fractional T3)	\$1,000
Private Line T3	20 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	25 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	30 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	35 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	40 Mbps (Hi-cap Flex T3, or Fractional T3)	\$2,000
Private Line T3	45 Mbps (Full T3)	\$2,000
Private Line T3	6-45 Mbps (Burstable T3)	\$2,000
Private Line OC3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC48	OC-48 (600-2500 Mbps) Flat rate, Hi-Cap Flex or Burstable	\$20,000
Ethernet	512Kbps - 1.5 Mbps	\$200
Ethernet	2 - 15 Mbps	\$1,000
Ethernet	15.01 – 45 Mbps	\$2,000
Ethernet	45.01 - 155 Mbps	\$5,000
Ethernet	155.01 - 622 Mbps	\$10,000
Ethernet	622.01 - 1000 Mbps	\$20,000

** (1024K not available with MPLS PNT)

v.10.12.07

Table 31: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	\$200
Private Line T-3	2- 45 Mbps (Flat Rate, Hi-Cap Flex or Burstable T3)	\$2,000
Private Line OC-3	OC-3 (35-155 Mbps) Flat rate, Burstable, or Hi-Cap flex	\$5,000
Private Line OC-12	OC-12 (70-622 Mbps) Flat rate, Hi-Cap Flex, or Burstable	\$10,000
Private Line OC-48	OC-48	\$20,000
Ethernet	512 Kbps – 1.5 Mbps	\$200
Ethernet	2 - 45 Mbps	\$2,000
Ethernet	45.01-155 Mbps	\$5,000
Ethernet	155.01-622 Mbps	\$10,000
Ethernet	622.01-1000 Mbps	\$20,000

v.10.12.07

Table 32: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB
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Table 33: MultiCast Installation

N/A

MultiCast Installation Fee	ICB
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Section II: AT&T Business in a BoxSM

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
8 Port POE Add-On	\$30
24 Port POE Add-On	\$75
8 Port Analog Module Add-On	\$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95

8 Port POE Add-On	\$35
24 Port POE Add-On	\$85
8 Port Analog Module Add-On	\$40

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	Undiscounted Service Charge List Price
Move, Addition, Change to Service	\$260
Delete Service	\$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	\$225
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v.1.9.09

Section III: Additional Service Fees

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

v.07/01/04

Section IV: Local Access Pricing

NPA/ NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
281-342	Richmond, TX	Ethernet - 10 Mbps	\$0.00	\$891.76

EXHIBIT B

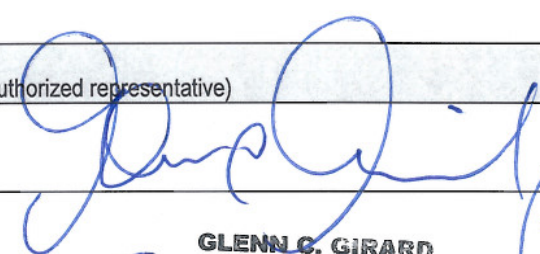


MASTER AGREEMENT

Customer	AT&T
Fort Bend County Street Address: 301 JACKSON ST # 36 City: RICHMOND State/Province: TX Zip Code: 77469-3108 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Charles King Title: Street Address: 500 Liberty St. City: Richmond State/Province: TX Zip Code: 77469 Country: United States Telephone: 2813414584 Fax: Email: charles.king@fortbendcountytexas.gov	Street Address: 6500 W Loop S City: Bellaire State/Province: TX Zip Code: 77401 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.

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: 
Name:	Name: GLENN C. GIRARD <i>SR</i> CUSTOMER CONTRACTS AT&T SERVICES, INC
Title:	Title: <i>for Patrick Gleason</i>
Date:	Date: <i>6-29-16</i> VD180P

MASTER AGREEMENT

1. INTRODUCTION

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

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

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

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

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

2. AT&T DELIVERABLES

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

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

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

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

3. CUSTOMER'S COOPERATION

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

MASTER AGREEMENT

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

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

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

4. PRICING AND BILLING

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

4.2 **Additional Charges and Taxes.** Notwithstanding the forgoing, the parties agree that the provisions of this Section shall be subject to the laws of the State of Texas, including but not limited to Chapter 2251 of the Texas Government Code. 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.** To the extent authorized by the Constitution and laws of the State of Texas, 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.

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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. Notwithstanding any other provision of this agreement, the parties understand that Customer is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act.

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

MASTER AGREEMENT

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. To the extent authorized by the Constitution and laws of the State of Texas, 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. Nothing in this section shall be construed to waive the Customer's sovereign immunity.

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

MASTER AGREEMENT

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, that AT&T has not provided to Customer under this Agreement.

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

MASTER AGREEMENT

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.

8.5. Non-Appropriations of Funding. If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth in section 8 (Suspension and Termination) upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

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.

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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.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that pursuant to Texas Civil Practice and Remedies Code § 15.015, venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. 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.

MASTER AGREEMENT

"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.



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

Customer	AT&T
FORT BEND COUNTY Doing Business As: AT&T Corp. Street Address: 301 JACKSON ST # 36 City: RICHMOND State/Province : TX Zip Code: 774693108 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input type="checkbox"/> Primary AT&T Contact
Name: Charles King Title: Manager Street Address: 500 Liberty Street City: Richmond State/Province: TX Zip Code: 77469 Country: United States Telephone: 2813414584 Fax: Email: charles.king@fortbendcountytexas.gov Customer Account Number or Master Account Number: 1-QVD4-13	Name: NATASHA PRATT Street Address: 6500 WEST LOOP S 01A12A City: BELLAIRE State/Province: TX Zip Code: 77401 Country: United States Telephone: 7135678508 Fax: 7135678450 Email: nl5132@us.att.com Sales/Branch Manager: SCHERER MARY SCVP Name: SCHERER MARY Sales Strata: Retail Sales Region: SW With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name1: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T and Customer Confidential Information

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**AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE****1. SERVICES**

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

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 months
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Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
---	---

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule
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3. MINIMUM PAYMENT PERIOD

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

4. GRANDFATHERING AND WITHDRAWAL

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days
Applicable Services/Service Components	List provided in the 'Withdrawal of Service Matrix' section of the General Provisions in the AT&T Business Service Guide: http://serviceguidenew.att.com/sg_flashPlayerPage/GP

AT&T and Customer Confidential Information

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

5. RATES (US Mainland, and HI only)

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

Table 1: DNS Services

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

Table 2: MIS Tele – Installation

Discount: 100.0 %

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

* Service not available with MPLS PNT

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

Pricing also applies to Service locations in Alaska

Table 3: On-Site Installation

Discount: 0.0 %

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

* Pricing also applies to Service locations in Alaska

Table 4: Flexible Bandwidth Billing Option – Ethernet*

MIS & MIS w/Managed Router Discount: 20.0 % Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.		Incremental Usage Fee Discount: 20.0 % This discount applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.	
Tiered Bandwidth	Undiscounted MIS MRC	Undiscounted MIS w/	Undiscounted Incremental Usage Fee

AT&T and Customer Confidential Information

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

Minimum Commitment		Managed Router MRC	
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
0.5 Mbps	\$257	\$385	\$940
1.0 Mbps	\$258	\$386	\$510
1.5 Mbps	\$259	\$387	\$380
2 Mbps	\$260	\$388	\$355
3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
10 Mbps	\$268	\$396	\$198.00
15 Mbps	\$359	\$487	\$162.33
20 Mbps	\$449	\$577	\$144.25
25 Mbps	\$542	\$670	\$134.00
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
30 Mbps	\$633	\$761	\$126.83
35 Mbps	\$680	\$854	\$122.00
40 Mbps	\$812	\$945	\$118.13
45 Mbps	\$817	\$950	\$105.56
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
50 Mbps	\$813	\$955	\$95.50
60 Mbps	\$946	\$1,100	\$91.67
70 Mbps	\$1,032	\$1,200	\$85.71
75 Mbps	\$1,118	\$1,300	\$86.67
80 Mbps	\$1,204	\$1,420	\$88.75
90 Mbps	\$1,290	\$1,500	\$83.33
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
100 Mbps	\$1,400	\$1,555	\$77.75
120 Mbps	\$1,770	\$1,937	\$80.71
144 Mbps	\$1,790	\$1,960	\$68.06
150 Mbps	\$1,800	\$1,965	\$65.50
155 Mbps	\$1,820	\$2,020	\$65.16
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
200 Mbps	\$2,000	\$2,100	\$52.50
250 Mbps	\$2,150	\$2,240	\$44.80
300 Mbps	\$2,250	\$2,620	\$43.67
350 Mbps	\$2,500	\$3,125	\$44.64
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25

AT&T and Customer Confidential Information

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

450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19
MIS & MIS w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
700 Mbps	\$4,199	\$5,240	\$37.43
800 Mbps	\$4,301	\$5,440	\$34.00
900 Mbps	\$4,403	\$5,540	\$30.78
1000 Mbps	\$4,505	\$5,620	\$28.10

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

Table 5: Local Access

Local access prices listed below are for orders placed within 12 months of this Pricing Schedule Effective Date ("Local Access Pricing Term"). All local access orders placed after the expiration of the Local Access Pricing Term will be treated on an individual case basis, and set out in a Pricing Addendum signed by the parties or an AT&T order form signed by Customer and accepted by AT&T, as applicable.

NPA/NXX	Location	Access Bandwidth	Local Access Non-Recurring Charge	Local Access Net Monthly Recurring Charge
281341	500 LIBERTY ST, RICHMOND, TX, 774693500, United States	MIS Ethernet Access 1000 Mbps	\$0.00	\$1100.00

Section II: Additional Service Fees

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

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

End of Document

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-50933

Date Filed:
05/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
AT&T Corp.
Dallas, TX United States

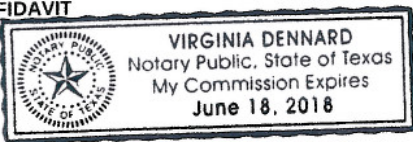
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
10218
Telecommunications and related services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Stephens, Paul W.	Dallas, TX United States	X	
	O'Conner, John	Dallas, TX United States	X	
	AT&T Inc.	Dallas, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Michael A. Collins

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael A. Collins, this the 6 day of May, 2016, to certify which, witness my hand and seal of office.

Virginia Dennard
Signature of officer administering oath

Virginia Dennard
Printed name of officer administering oath

Texas Notary
Title of officer administering oath