



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
C-19

For the meeting of: June 23, 2015

Date: June 5, 2015  
To: Board of Supervisors  
From: Phillip Smith-Hanes, County Administrative Officer *PSH*  
Subject: Switched Ethernet Service Request

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves and authorizes the Purchasing Agent to sign the attached AT&T Switched Ethernet Service request.
2. Authorizes the Purchasing Agent to execute additional modifications and service changes under the AT&T Multi-Service Agreement executed on March 12, 2013.

SOURCE OF FUNDING: Information Technology and all county funds.

Prepared by Cheryl Dillingham CAO Approval *Amy Olsen*  
REVIEW: Auditor \_\_\_\_\_ County Counsel *Sm* Human Resources \_\_\_\_\_ Other \_\_\_\_\_

TYPE OF ITEM:  
 Consent  
 Departmental  
 Public Hearing  
 Other \_\_\_\_\_

PREVIOUS ACTION/REFERRAL:

Board Order No. C-8

Meeting of: 3-12-2013

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT  
Upon motion of Supervisor *Bohn* Seconded by Supervisor *Sundberg*  
Ayes *Sundberg, Fennell, Bohn, Bass*  
Nays \_\_\_\_\_  
Abstain \_\_\_\_\_  
Absent *Lovelace*

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 23, 2015*  
By: *[Signature]*  
Kathy Hayes, Clerk of the Board

DISCUSSION:

The county has old network lines and hardware that are challenging to maintain and can no longer support critical applications and bandwidth requirements of county departments. This outdated equipment has made it impossible to increase network speeds for many county sites. County Information Technology (IT) has consulted with departments and AT&T and developed a plan for a network upgrade. The new network service being proposed is AT&T Switched Ethernet (ASE). This new service will provide the county with improved network reliability, scalability, support and management. ASE offers a service level availability guarantee, which includes network availability of 99.995 percent. The proposed service agreement is for five years and will increase bandwidth, replace outdated hardware and provide ongoing maintenance. Staff is recommending that the Board approve the attached AT&T Switched Ethernet Service agreement for county network improvements.

On March 12, 2013 the Board of Supervisors approved and authorized the Chair to sign a Multi-Service Agreement with AT&T. This agreement was originally brought to your Board by the Humboldt County Library to allow new network services at the main library and two branch library sites. At that time there were no other county services planned that would be covered by the agreement and therefore authority to execute additional service requests was not requested. The Multi-Service Agreement provides the terms and conditions for all services for the county with AT&T including the new ASE agreement. Staff is requesting that the Purchasing Agent be authorized to execute the recommended ASE service agreement as well as future modifications and service changes for all county departments under the existing Multi-Service Agreement with AT&T. The proposed ASE agreement will impact almost all county departments and authorizing the Purchasing Agent to sign for changes conforms to existing practices regarding communications services.

FINANCIAL IMPACT:

The requested ASE service will cost \$29,629.92 per month or \$355,559 per year. This is approximately \$17,000 or five percent more annually than the current network charges and includes additional bandwidth, new hardware and maintenance. The costs will be paid by IT and charged out to departments. IT charges for fiscal year 2015-16 were increased based on anticipated network improvements and are sufficient to cover the additional costs. For future years there will be some adjustments to department's IT charges based on actual costs related to the new ASE service. Some departments will see little to no increase and others will have larger increases depending on current and new service levels provided. IT has informed departments of the potential increases and will work with those departments on implementation and financial impacts.

The recommended action supports your Board's strategic framework, priorities for new initiatives, in that it will provide community-appropriate levels of service and manage resources to ensure sustainability of services.

OTHER AGENCY INVOLVEMENT:

All county departments with network service.

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose not to approve the new ASE service. This is not recommended because new equipment and additional bandwidth is needed to support critical county applications. The Board could not authorize the Purchasing Agent to execute service changes. This is not recommended because it could delay required changes in service with AT&T.

ATTACHMENTS:

AT&T Switched Ethernet Service Request  
AT&T Multi-Service Agreement



**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

AT&T MA Reference No. 201303122269UAI  
AT&T Contract ID No. ASE-87VP50

Customer	AT&T
COUNTY OF HUMBOLDT Street Address: 825 5 <sup>th</sup> Street City: Eureka State/Province: CA Zip Code: 95501 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jim Storm Title: Chief Technology Officer Street Address: 839 4 <sup>th</sup> Street City: Eureka State/Province: CA Zip Code: 95501 Country: USA Telephone: 707.268.3674 Fax: JStorm@co.humboldt.ca.us Email: JStorm@co.humboldt.ca.us Customer Account Number or Master Account Number:	Name: Holli Berry Street Address: 1500 Valley House Drive City: Rohnert Park State/Province: CA Zip Code: 94928 Country: USA Telephone: 415.229.9698 Fax: holli@att.com Email: holli@att.com Sales/Branch Manager: Richard Laine SCVP Name: Chris Roy Sales Strata: GEM Sales Region: West <b><u>With a copy (for Notices) to:</u></b> 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: USA Telephone:            Fax:            Email:            Agent Code	

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

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any AT&T Switched Ethernet Service purchased hereunder.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

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

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

<b>For AT&amp;T internal use only:</b>	Contract Ordering and Billing Number (CNUM):
----------------------------------------	----------------------------------------------

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

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

<b>Service</b>	AT&T Switched Ethernet Service <sup>SM</sup>	
<b>Service Provider(s)</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location (URL)</b>
AT&T California	AT&T Switched Ethernet Service Guide	<a href="http://cpr.att.com/pdf/commonEthServGuide.html">http://cpr.att.com/pdf/commonEthServGuide.html</a>

<b>Service</b>	Managed Services	
<b>Service Provider(s)</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location</b>
AT&T California	Statement of Work	<u>Attached hereto as Attachment B</u>

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	60 months
<b>Start Date of Minimum Payment Period, per Service Component</b>	later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Pricing following the end of Minimum Payment Period</b>	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
CIR/CoS	50% plus any unpaid or waived non-recurring charges	Until the end of the Minimum Payment Period for the associated Customer Port Connection
All other Service Components	50% plus any unpaid or waived non-recurring charges	60 months

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

**4. ADDS; MOVES; and UPGRADES**

**4.1 Adds**

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

**4.2 Moves**

Per applicable Service Publication

**4.3 Upgrades**

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

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

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

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
Committed Information Rate (CIR) or Class of Service (CoS) not specified in Attachment A	77% discount off of the Service Publication monthly recurring rates then in effect for the increased CIR/CoS for the EPP term equal to the Minimum Payment Period of the associated Customer Port Connection, or if no such EPP term exists then the next shorter EPP term

\*only increases which do not require physical changes to AT&T's equipment or connections at Customer Site(s)

**5. WAIVERS**

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

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

See Attachment A.

**7. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS**

- 7.1 All the provisions of Section Nos. 2 - 6 above and Attachment A of this Pricing Schedule apply only to the AT&T Switched Ethernet Service being purchased under this Pricing Schedule.
- 7.2 In addition to the AT&T Switched Ethernet Service being purchased hereunder, Customer is also purchasing the Managed Services described in the Statement of Work attached hereto as Attachment B. All rates, terms and conditions relating to the Managed Services are contained in Attachment B.

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT A – California**

**RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION  
 COUNTY OF HUMBOLDT**

**A-1 Rates and Charges; Initial Quantities**

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
Customer Port Connection - 100 Mbps / PPCoS / EYQLX / GEM	17	-	\$ 170.00	\$ 2,890.00	\$ 1,925.00	\$ 0.00	\$ 0.00
Customer Port Connection - 1 Gig / PPCoS / EYQMX / GEM	12	-	\$ 255.00	\$ 3,060.00	\$ 2,100.00	\$ 0.00	\$ 0.00
Customer Port Connection - 10 Gig / PPCoS / EYQNX / GEM	2	-	\$ 759.00	\$ 1,518.00	\$ 15,750.00	\$ 0.00	\$ 0.00
10Mb CIR / MultiMedia Standard - PPCoS Only / R6EBX / GEM	9	-	\$ 184.00	\$ 1,656.00	\$ 150.00	\$ 0.00	\$ 0.00
100Mb CIR / MultiMedia Standard - PPCoS Only / R6ELX / GEM	8	-	\$ 226.00	\$ 1,808.00	\$ 150.00	\$ 0.00	\$ 0.00
20Mb CIR / MultiMedia Standard - PPCoS Only / R6EDX / GEM	7	-	\$ 200.00	\$ 1,400.00	\$ 150.00	\$ 0.00	\$ 0.00
50Mb CIR / MultiMedia Standard - PPCoS Only / R6EHX / GEM	1	-	\$ 232.75	\$ 232.75	\$ 150.00	\$ 0.00	\$ 0.00
250Mb CIR / MultiMedia Standard - PPCoS Only / R6EQX / GEM	1	-	\$ 375.25	\$ 375.25	\$ 150.00	\$ 0.00	\$ 0.00
2500Mb CIR / MultiMedia Standard - PPCoS Only / R61CX / GEM	2	-	\$ 860.00	\$ 1,720.00	\$ 150.00	\$ 0.00	\$ 0.00
1000Mb CIR / MultiMedia Standard - PPCoS Only / R6EZ X / GEM	3	-	\$ 664.00	\$ 1,992.00	\$ 150.00	\$ 0.00	\$ 0.00
150Mb CIR / MultiMedia Standard - PPCoS Only / R6ENX / GEM	-	-	\$ 285.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

Service Components / USOC	Quantity New	Quantity Existing	Billed Monthly Recurring Rate (MRR), per unit	Total Billed Monthly Recurring Rate (Qty x MRR)	Standard Non-recurring Charge (NRC)*, (New Service Components only), per unit	Billed Non-recurring Charge (NRC)*, (New Service Components only), per unit	Total Billed Non-recurring Charge (Qty New x Billed NRC)
500Mb CIR / MultiMedia Standard - PPSoS Only / R6ETX / GEM	-	-	\$ 437.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
600Mb CIR / MultiMedia Standard - PPSoS Only / R6EUX / GEM	-	-	\$ 498.75	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
2000Mb CIR / MultiMedia Standard - PPSoS Only / R61BX / GEM	-	-	\$ 773.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
4000Mb CIR / MultiMedia Standard - PPSoS Only / R61FX / GEM	-	-	\$ 980.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
5000Mb CIR / MultiMedia Standard - PPSoS Only / R61HX / GEM	-	-	\$ 1,073.80	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
7500Mb CIR / MultiMedia Standard - PPSoS Only / R61NX / GEM	-	-	\$ 1,570.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
9500Mb CIR / MultiMedia Standard - PPSoS Only / R61RX / GEM	-	-	\$ 1,879.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
10000Mb CIR / MultiMedia Standard - PPSoS Only / R61SX / GEM	-	-	\$ 1,950.00	\$ 0.00	\$ 150.00	\$ 0.00	\$ 0.00
<b>TOTAL billed MRR and NRC for Service Components and Quantities listed above:</b>				<b>\$ 16,652.00</b>			<b>\$ 0.00</b>

\*Any difference between the standard NRC and the billed NRC has been waived.  
 Charges for special construction, if needed, may also apply.

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



Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

**A-2 Minimum Quantity New Commitment**

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

**A-3 Initial New and Existing Sites and Service Configuration**

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

Port ID #	Street Address	City	State	New or Existing Service
1.	839 4TH	EUREKA	CA	NEW
2.	507 F	EUREKA	CA	NEW
3.	529 I	EUREKA	CA	NEW
4.	929 KOSTER	EUREKA	CA	NEW
5.	3015 H	EUREKA	CA	NEW
6.	215 4TH	EUREKA	CA	NEW
7.	100 H	EUREKA	CA	NEW
8.	2950 E ST	EUREKA	CA	NEW
9.	908 7TH	EUREKA	CA	NEW
10.	808 E ST	EUREKA	CA	NEW
11.	605 K	EUREKA	CA	NEW
12.	824 HARRIS	EUREKA	CA	NEW
13.	409 K	EUREKA	CA	NEW
14.	2944 D	EUREKA	CA	NEW
15.	550 I	EUREKA	CA	NEW
16.	2910 H	EUREKA	CA	NEW
17.	2430 6TH	EUREKA	CA	NEW
18.	2002 HARRISON AVE	EUREKA	CA	NEW
19.	1106 2D	EUREKA	CA	NEW
20.	5630 S BROADWAY	EUREKA	CA	NEW

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

Port ID #	Street Address	City	State	New or Existing Service
21.	1313 3D	EUREKA	CA	NEW
22.	1450 HILLER RD	MCKINLEYVILLE	CA	NEW
23.	1108 MAIN	FORTUNA	CA	NEW
24.	730 HARRIS	EUREKA	CA	NEW
25.	790 W CLARK	EUREKA	CA	NEW
26.	1105 6TH	EUREKA	CA	NEW
27.	712 4TH	EUREKA	CA	NEW
28.	1012 2D	EUREKA	CA	NEW
29.	333 K	EUREKA	CA	NEW
30.	404 H	EUREKA	CA	NEW
31.	555 H	EUREKA	CA	NEW

**Table 2 – Associated Service Components to Customer Port Connections identified above.**

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
1.	10 Gbps Per Packet Class of Service	2500 Mbps	Multimedia Standard	N/A
2.	10 Gbps Per Packet Class of Service	2500 Mbps	Multimedia Standard	N/A
3.	1 Gbps Per Packet Class of Service	1000 Mbps	Multimedia Standard	N/A
4.	1 Gbps Per Packet Class of Service	1000 Mbps	Multimedia Standard	N/A
5.	1 Gbps Per Packet Class of Service	1000 Mbps	Multimedia Standard	N/A
6.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
7.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
8.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
9.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
10.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
11.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
12.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
13.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
14.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
15.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
16.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

Port ID #	Customer Port Connection Speed	CIR Speed	Class of Service / Package	Regenerator
17.	1 Gbps Per Packet Class of Service	250 Mbps	Multimedia Standard	N/A
18.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A
19.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
20.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A
21.	1 Gbps Per Packet Class of Service	100 Mbps	Multimedia Standard	N/A
22.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
23.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
24.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
25.	100 Mbps Per Packet Class of Service	10 Mbps	Multimedia Standard	N/A
26.	100 Mbps Per Packet Class of Service	50 Mbps	Multimedia Standard	N/A
27.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A
28.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A
29.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A
30.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A
31.	100 Mbps Per Packet Class of Service	20 Mbps	Multimedia Standard	N/A

**Table 3 – Associated Features to Customer Port Connections identified above.**

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
1.	No	N/A	No	No	No
2.	No	N/A	No	No	No
3.	No	N/A	No	No	No
4.	No	N/A	No	No	No
5.	No	N/A	No	No	No
6.	No	N/A	No	No	No
7.	No	N/A	No	No	No
8.	No	N/A	No	No	No
9.	No	N/A	No	No	No
10.	No	N/A	No	No	No
11.	No	N/A	No	No	No
12.	No	N/A	No	No	No
13.	No	N/A	No	No	No
14.	No	N/A	No	No	No

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

Port ID #	Add'l MAC Addresses	Alternate Serving Switch	Diverse Access	Advanced Access Failover	Enhanced Multicast
15.	No	N/A	Yes	No	No
16.	No	N/A	Yes	No	No
17.	No	N/A	Yes	No	No
18.	No	N/A	Yes	No	No
19.	No	N/A	Yes	No	No
20.	No	N/A	Yes	No	No
21.	No	N/A	Yes	No	No
22.	No	N/A	Yes	No	No
23.	No	N/A	Yes	No	No
24.	No	N/A	Yes	No	No
25.	No	N/A	Yes	No	No
26.	No	N/A	Yes	No	No
27.	No	N/A	Yes	No	No
28.	No	N/A	Yes	No	No
29.	No	N/A	Yes	No	No
30.	No	N/A	Yes	No	No
31.	No	N/A	Yes	No	No

End of Attachment A

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

**ATTACHMENT B – AT&T MANAGED SERVICES**

**STATEMENT OF WORK**

----- **Section A: Contact Information** -----

Customer Information	
Customer Name	County of Humboldt
Customer Address	839 Fourth Street – Eureka, CA 95501
Customer Email	jstorm@co.humboldt.ca.us
Contact Name*	Jim Storm
Contact Title*	Director of Information Technology
Contact Phone Number*	707.268.3674
Contact Mobile/Pager Number*	

\*Please note that this information is required for each location on a project. This information may be provided as a separate spreadsheet.

AT&T Information			
Title	Name	Contact Number	Mobile/Pager Number
Outside Sales	Matt Rhodes	707.206.5964	707.206.5964
Inside Sales	Patty Huggett	916.486.3185	
Core Account Manager	Holli Flynn-Berry	707.664.6857	707.206.5510
Sales Manager	Richard Laine	925.823.0820	925.487.6125
Provisioning Contact			

----- **Section B: Project Details** -----

The County of Humboldt asks AT&T California d/b/a AT&T DataComm to stage, configure, ship and install 2 new Cisco 3800 Metro Switches, 28 new Cisco ME3600 layer 3 switches, and 1 new CISCO2921 router for their new ASE WAN.

This project will span the County IS, County DHHS, 29 county locations and will be phased to match the ASE upgrade schedule.

Each Cisco 3800 Metro IP Switch-Router will be configured to accept a Fiber Based 10 Gigabit handoff from AT&T Telco's Terminating equipment.

Eleven (11) of the Cisco ME3600's will be configured to accept a Fiber Based Gigabit handoff from AT&T Telco's Terminating equipment.

Seventeen (17) of the Cisco ME3600's will be configured to accept a Copper Based 10/100 handoff from AT&T Telco's Terminating equipment.

The Cisco 2921 will be configured to accept a Copper Based 10/100 handoff from AT&T Telco's Terminating equipment.

The WAN Ethernet port will be configured to support TRAFFIC SHAPING to set the bandwidth to match the CIR of each ASE circuit.

The configuration of each router and switch will include the specific AT&T ENOC assigned VLAN IDs matched to Humboldt County's provided IP Addresses.

\*\*\*NOTE\*\*\* This project is a Leased solution.

**AT&T Project Specific Responsibilities:**

1. Pre-Stage and Pre-Configure new Cisco Metro Catalyst 3800 Layer 3 switches for connectivity to county's new ASE WAN service and Humboldt County Internet connection.

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

2. Pre-Stage and Pre-Configure new Cisco ME3600s for connectivity to county's new ASE WAN service.
3. Pre-Stage and Pre-Configure new Cisco 2921 for connectivity to county's new ASE WAN service.
4. Work with Humboldt County IS Staff and AT&T ENOC Engineering to coordinate the installation of the Switch-Routers to coincide with the turn-up and testing of the site specific ASE circuit.
5. Provide On-site Installation of all new Cisco switches & routers at locations listed below.
6. AT&T network technicians and ENOC testers perform extensive testing for both connectivity and throughput. once the installation meets the standards of both parties, the Project Manager will schedule the cutovers.
7. After cut over we will provide basic IP testing to assure end to end IP connectivity from the County NOC Host location to each remote location over the new CISCO CPE and each ASE circuit.
8. Install Support/Maintenance device to connect to Internet for AT&T support only.

**Humboldt County Responsibilities:**

1. Provide one regular business telephone line at each router/switch location to allow for remote access for troubleshooting. This line should be clearly labeled with the phone number and must be dedicated for this purpose.

**AT&T Services and Deliverables:**

**Monitoring and Management of Network Devices**

AT&T will monitor the devices and associated transport on a 7 day per week, 24-hour per day basis. Network monitoring will be performed using ping management and SNMP traps. The Network Management Systems (NMS) will be configured to monitor each device and transport under management in the network to determine device health, connectivity and availability. Ping intervals will be set at 5 minutes.

Upon detection of a device, site or transport issues causing a trap or alarm, the NOC will:

- a. Create a trouble ticket report
- b. Provide verbal and/or electronic notification to Client of the outage including: time of outage, scope of outage, and potential outage duration (when possible).
- c. Conduct diagnostic tests to isolate communication failures including, but not limited to:
  1. Isolate cause of outage; transport, device or site. The NOC will use the OOB access when necessary and available and/or dispatch a technician to check for site conditions and device status if unable to obtain status remotely.
  2. If the NOC determines a problem is with a transport connection, the NOC will:
    - a. Verify that the back-up link was initiated, if available
    - b. Open a ticket with the transport provider to initiate repair actions
    - c. Assist in the repair as required by the transport provider (testing, checking interface status)
    - d. Escalate to appropriate technical and/or management chain, including Client or transport provider, if problem is not resolved within specified time periods

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

- e. Once notified of repair of the transport, the NOC will test for NMS visibility, run diagnostic tests to verify stability, and verify with Client that applications are operational before closing ticket. If monitoring is required the NOC will keep the ticket open until satisfied that network is stable.
  - f. Notify the Client Helpdesk that the transport problem is repaired
  - g. Close ticket, noting the date and time closed, problem resolution description, and the current status
3. If the NOC determines a problem with a device, the NOC will:
- a. Open a trouble ticket
  - b. Notify the Client Helpdesk
  - c. The NOC will attempt to restore remotely, reset device, and reload configurations.
  - d. If unable to restore remotely, the NOC will initiate repair action for the device. The NOC will track the problem to resolution, updating ticket status and notifying/escalating to Client as required. Client has a maintenance contract in place for the device, the NOC will initiate a repair action based on the maintenance contract coverage of the specific device. In order to provide this service, AT&T will require receipt of written authorization from Client allowing the NOC personnel to dispatch the maintenance provider for the contracted device.
  - e. The maintenance technician will be instructed to contact the AT&T NOC if assistance or testing is required.
  - f. If a device is replaced, the NOC will provide for loading of the device configuration.
  - g. Once ascertained that the device problem is repaired, the NOC will close ticket, noting the date and time closed, problem resolution description, and the current status
4. If the NOC determines a problem with a site, such as site power, wiring, etc., the NOC will:
- a. Open a trouble ticket
  - b. Notify Client Helpdesk
  - c. Once notified by Client Helpdesk that the site problem is repaired, the NOC will close ticket, noting the date and time closed problem resolution description, and the current status.

**Network Documentation**

AT&T NOC will:

- a. Maintain a listing of site information, which includes a site, device, and connection records for all managed devices
- b. Maintain Client specific operational procedures
- c. Maintain Client specific notification and escalation procedures

Client WEB Portal Access: Client will receive a separate login and password for direct access to the AT&T secure web portal. The AT&T secure web portal is the primary vehicle for information pertaining to the contracted services and network status. Client will have access to:

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

- a. Up-to-the-minute visibility into the status of the network infrastructure
- b. Mapper (a live status of the network from a geographical map perspective)
- c. High-level view to ticket status with site drill down capabilities by location for immediate view on networks health
- d. Ticket details of each open ticket
- e. Standard monthly reports, see below
- f. Forms for Move, Adds, Changes and Deletes (MACDs)
- g. Real-time and historical network information

**Reporting Via WEB Portal**

Monthly Reports: Client will receive monthly reports, made available via the Client web portal. These reports are generated (as .pdfs) and are posted during the first week of the month for the previous month. Client is responsible for archival and storage of these reports for future trending purposes. Monthly reports include trouble ticket reporting that provides status on trouble tickets and availability report detail on the overall network, device and transport availability on Client network.

**Trouble Ticket Reports:**

- a. Trouble Ticket Summary Report
- b. Ticket Cycle Time Report
- c. Hard down Summary Report
- d. Reason for Outage Report

**Availability Reports:**

- a. Network Availability Report
- b. Transport Availability Report
- c. Device Availability Report

Trouble Ticket Queries: An active network map broken out by state, enables Client to view in real time all open tickets. This also provides the ability to view historical closed tickets.

**Circuit Termination Hardware and Maintenance**

AT&T will provide monitoring and management of the following network devices. AT&T will also provide onsite technicians for the following devices and locations in an event when the AT&T NOC cannot address the problem remotely. These onsite support services will be provided 24x7x4 at all locations. The services will be provided according to the start and date outlined within the ASE schedule.

**Change Management Service for Network Devices**

AT&T will be the central point of contact for all on-going device change management and will provide change support as follows:

- a. Work with Client to coordinate all moves, adds, changes and deletes
- b. All changes will be subject to review by AT&T to validate that they are in-scope of this SOW. Out of scope changes will result in additional fees.



Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

- c. Client network change process begins when Client submits a request to AT&T with all required information to execute the change, using the agreed upon change control request process. Client network changes are considered complete when the change has been implemented, and Client has confirmed required functionality of the device.

**Change Control Categories**

- a. NOC Administration/Documentation Change – changes made to Client information in NOC infrastructure databases. Example – changing site contact information.
- b. Routine Change - routine changes require minimal planning and effort to support changing requirement to a single device. Examples of routine changes include changing of a password, changing the CIR of an EVC, changing/adding a static route, or changing/adding an Access Control list.
- c. Complex Change – Complex changes require an increased level of planning, testing, and delivery to a single or multiple devices. Examples of complex changes include: implementing QOS, voice, changing routing protocols, or mass changes to multiple devices due to network redesign and/or network topology changes. AT&T reserves the rights to custom quote those types of changes as a project at the hourly T&M rate of \$150 and hour, as opposed to individual per device charges.
- d. Physical Move, or Delete – changes that require on-site support to physically move a device within the same facility, or moving the device to a new facility with the same configuration, or de-installing equipment from an existing site. Note: the addition of new equipment falls outside the scope of change activities, and is considered to be device installation and covered by network implementation pricing.
- e. Software Update – Upgrading the iOS of a network device.

Note: Any activities not explicitly listed under the categories above are subject to review by AT&T to determine the category into which they fall. Charges listed in the price section will apply only when activities are performed by AT&T. If requested by Client, activities performed by a third party vendor are subject to the third party billing and services charges.

**Ongoing Change Management Service**

This service includes up to (3) three NOC Administrative/Documentation Change or Routine Changes per device, per month, plus (2) two Software Updates per device per year, as defined in the Change Control Categories section above.

**Service includes:**

- a. Initial network baseline – Upon startup of the Change Management Service, the AT&T NOC will collect and database device inventory and upload and store device configurations
- b. Configuration storage – Using an automated process the AT&T NOC will detect changes to device configuration and store each new configuration revision. If required, the AT&T NOC can replace the device configuration with a previously stored revision.
- c. Automated change process - Upon receipt of change request from an authorized Client representative, or as a result of a problem requiring a configuration change, AT&T will activate the change management process to deploy requested or required configuration changes. Client will be notified of any required configuration changes prior to implementation.
- d. Perform Software Updates as requested by Client, up to (2) per device per year
- e. Validate successful configuration change – The AT&T NOC will work with Client to validate the operational status of the network after configuration changes have been made

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

f. Configuration Compliance Reporting

1. Configuration inspection against standard set of NSA best practices defined-policies (Cisco devices only):
  - a. Loopback Interface
  - b. Unneeded features
  - c. SNMP Common Communities
2. Optional Client-specific policies may also be created if not in the preexisting configuration on a custom basis and will require additional setup fees
3. Reporting that allows the Client to verify configuration compliance with documented configuration policies
4. Correction of compliance policy violations – with Client authorization, the AT&T NOC will correct the device configuration that is in violation of the defined compliance policy. Additional fees may apply if the changes are out of scope
5. Prior to the implementation of the service, AT&T will review and validate with Client the compliance policies that will be enabled. Additional fees may apply based on the customization requirements.

g. Self-service Reporting Portal – the AT&T NOC will provide a self-service reporting portal login account to authorized Client representatives. Reports are available in the following categories:

1. Inventory reports
2. Configuration reports
3. Compliance reports – Includes inventory, configuration, and compliance reports, based on a standard set of NSA compliance policies (Cisco devices only).

AT&T Responsibilities for Change Management

- a. Accept change request from Client
- b. Based on the complexity of the modifications required, AT&T may assign a Transition Manager (TM) to manage the implementation of requested modifications
- c. Review requested changes with Client as required due to change type
- d. Accept final authorization from Client as required due to change type
- e. Coordinate implementation of changes with Client as required due to change type
- f. Upon completion of requested changes, receive confirmation from Client that changes have been implemented with the desired results

Note – All change activity is assumed to take place Monday through Friday 8:00am – 5:00pm Eastern time, excluding AT&T holidays. If support is requested outside the above noted time frames additional fees will apply.

Change Reporting

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

Change Reporting provides a number of detailed reports related to device configurations, hardware options, and software release data. The service includes compliance reports, which indicate the percentage of a network that is, or is not, in compliance with Client's established policies.

**Reporting - Inventory**

- a. Device inventory summary shows summary of devices by vendor
- b. Vendor/Model inventory summary breaks out number and percentage of devices by vendor and model number
- c. Device inventory includes vendor, model, OS version and serial number
- d. OS version inventory contains vendor, model and OS version by number and percentage of network
- e. Device inventory detail comprises serial numbers, on-board memory and details on physical inventory such as module type, speed and address

**Reporting - Change Management**

- a. Configuration change audit provides a high-level summary of number and type of changes
- b. Change detail presents chronological report of changes made with user, device information, revision number of change, type of approval and approver name
- c. Device configuration change lists by device – device name, creation date, user name, approval date, approver name and configuration differences

**Reporting - Compliance**

- a. Compliance scorecard shows high-level summary of number and percentage of devices compliant with established policies
- b. Compliance detail supplies snapshot of all devices by compliant state with policy enforcement date
- c. Compliance audit reviews device compliancy by defined compliance policy

**Client Responsibilities/Assumptions for Managed Services**

- a. Client to ensure transport is operational prior to AT&T assuming responsibility for NOC Management
- b. Client to provide technical and network data: Client will supply all required technical data and network diagram(s), IP address for all devices, transport and locations, as requested by AT&T that are reasonably necessary to ensure successful NOC implementation and management of the Client network.
- c. All communications will be in English
- d. Client is responsible for providing all preexisting device configurations to AT&T
- e. Client is responsible for notifying AT&T for requests of MACDs or other changes that may affect the current network
- f. Client will inform AT&T of any scheduled network downtime 24 hours before the scheduled outage. Client shall inform AT&T of any unscheduled downtime as soon as possible
- g. Client will be responsible for all site problem repairs, including all diagnostic and repair activities. For example, if site power were lost, it would be Client responsibility to restore bad circuit breaker, power strip, etc.

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

- h. Client will identify, in writing, for each site, up to three individuals authorized to be the point of contact with AT&T. Client will supply the individual's name, title, primary and alternate telephone numbers and hours of normal availability and shall specify any conditions restricting contact of that individual.
- i. Client shall provide notification to AT&T of any change to the site contact information, and provide updated information
- j. Client is responsible for user helpdesk support
- k. Client is responsible for applications support
- l. Client will give AT&T appropriate access, to the devices, including host site, as required to manage the network/devices.
- m. Client to enable SNMP on any monitored device
- n. Provide SNMP read access to any device monitored by the Performance Tracker service including IP address, community string and device name
- o. Client must allow appropriate connectivity between NOC servers and agents through any security-enable devices

Inside wiring/dmarc extension support is not included in the Implementation Service

List all relevant details, such as those listed below, and any other pertinent information in this Statement of Work.

- Relevant Network drawings or diagrams (attach to or paste into this document)
- Total number of sites **31, 31 devices**
- Where are the sites located (City, State)? **Eureka, CA and McKinleyville, CA**
- How many closets are there per site? **One**
- If multiple sites, which equipment will be located at which site? **See site details below in Section C.**
- What applications is Customer using?
- With which existing equipment will the new equipment be integrated? **Cisco**
- Is Customer having pertinent network problems?
  - If YES, explain:
- What time of day will the job take place?  
**Normal Business Hours (8 AM-5 PM, Mon-Fri)**  
 Evening or Night Hours (5 PM-8 AM, Mon-Thur)
- Is weekend or holiday work required? **No**
- How many phases are there and what are the target dates? **One**
- What is Customer's testing criteria for project completion? (if none provided, a standard ping test will be performed)
- With what protocols will we be working? Check  each selected protocol.

Network Protocols	Bridge Routing Protocols	Local Area Network Protocols	Wide Area Network Protocols
<input checked="" type="checkbox"/> TCP/IP <input type="checkbox"/> IPX <input type="checkbox"/> <b>Apple Talk</b> <input type="checkbox"/> NetBEUI <input type="checkbox"/> DECnet I. <input type="checkbox"/> SNA <input type="checkbox"/> Vines IP <input type="checkbox"/> Arcnet <input type="checkbox"/> Other:	<input type="checkbox"/> Source Route Bridging <input type="checkbox"/> Transparent Bridging <input type="checkbox"/> Translational Bridging <input type="checkbox"/> Source Route Transparent Bridging <input checked="" type="checkbox"/> <i>Spanning Tree</i> <input type="checkbox"/> Other:	II. <input checked="" type="checkbox"/> 10/100 Base-T III. <input checked="" type="checkbox"/> Gigabit Ethernet IV. <input type="checkbox"/> ATM <input type="checkbox"/> FDDI <input type="checkbox"/> Token Ring <input type="checkbox"/> LocalTalk <input checked="" type="checkbox"/> Other: V.	<input type="checkbox"/> ATM <input type="checkbox"/> Frame Relay <input type="checkbox"/> ISDN <input type="checkbox"/> SMDS <input type="checkbox"/> PPP/SLIP <input type="checkbox"/> X.25 <input type="checkbox"/> HDLC <input type="checkbox"/> APPN <input type="checkbox"/> SDLC <input checked="" type="checkbox"/> Other:

Please sign by November 30, 2015

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
 And Managed Services  
 Pricing Schedule Provided Pursuant to Custom Terms**

**----- Section C: Bill of Materials -----**

List all Equipment included in this configuration. Please refer to the recommended Device Type below. See pricing tool for appropriate discount schedules.

**PHASE ONE DEPLOYMENT (60 MONTH TERM):**

Site Name	Street Address	City	State	Zip Code	Device Type
Humboldt County IS	839 4th St	Eureka	CA	95501	ME-3800X-24FS-M
Humboldt DHHS	507 F St	Eureka	CA	95501	ME-3800X-24FS-M
Public Health Main	529 I St	Eureka	CA	95501	ME-3600X-24TS-M
Koster HHS	929 Koster St	Eureka	CA	95501	ME-3600X-24TS-M
Clark Complex	3015 H St	Eureka	CA	95501	ME-3600X-24TS-M
HSD C-IV	215 4th St	Eureka	CA	95501	ME-3600X-24TS-M
Environmental Health	100 H St	Eureka	CA	95501	ME-3600X-24TS-M
HMB-MedRec	2950 E St	Eureka	CA	95501	ME-3600X-24TS-M
PHB-Wellness	908 7th St	Eureka	CA	95501	ME-3600X-24TS-M
SSB-APS	808 E St	Eureka	CA	95501	ME-3600X-24TS-M
SSB-605 K St	605 K St	Eureka	CA	95501	ME-3600X-24TS-M
Public Works	1106 2nd St	Eureka	CA	95501	ME-3600X-24TS-M
Main Library	1313 3rd St	Eureka	CA	95501	ME-3600X-24TS-M
MHB- Admin	824 Harris St	Eureka	CA	95501	ME-3600X-24TS-M
Job Market	409 K St	Eureka	CA	95501	ME-3600X-24TS-M
MHB Childrens Center Annex	2944 D St	Eureka	CA	95501	ME-3600X-24TS-M
SSB-550 I St	550 I St	Eureka	CA	95501	ME-3600X-24TS-M
MHB Healthy Moms	2910 H St	Eureka	CA	95501	ME-3600X-24TS-M
Child Support Services	2430 6th St	Eureka	CA	95501	ME-3600X-24TS-M
Probation	2002 Harrison	Eureka	CA	95501	ME-3600X-24TS-M
Ag Center	5630 S Broadway	Eureka	CA	95501	ME-3600X-24TS-M
McKinleyville WIC	1450 Hiller Rd	McKinleyville	CA	95519	ME-3600X-24TS-M
Fortuna WIC	1108 Main St	Fortuna	CA	95501	ME-3600X-24TS-M
SSB-730 Harris	730 Harris	Eureka	CA	95501	ME-3600X-24TS-M
SSB-790 Clark	790 W Clark	Eureka	CA	95501	ME-3600X-24TS-M
Natural Resource Center	1105 6th St.	Eureka	CA	95501	ME-3600X-24TS-M
DA Victim Witness	712 4th St.	Eureka	CA	95501	ME-3600X-24TS-M
First 5	1012 2nd St	Eureka	CA	95501	CISCO2921/K9
Public Defender	333 K St	Eureka	CA	95501	ME-3600X-24TS-M
Probation - CCRC	404 H St	Eureka	CA	95501	ME-3600X-24TS-M
Adult Probation	555 H St	Eureka	CA	95501	ME-3600X-24TS-M

Note 1: Humboldt County IS and Humboldt DHHS Location equipment allows for a single 10Gb ASE circuit in Phase One.

Note 2: Public Health Main, Koster HHS, Clark Complex, HSD C-IV, Environmental Health, HMB-MedRec, PHB-Wellness, SSB-APS, SSB-605 K St, Public Works, and Main Library Locations equipment allows for a single 1Gb ASE circuit via Multi-mode fiber in Phase One.

Note 3: First Five Location equipment allows for a single 10/100 Ethernet supporting a single ASE circuit in Phase One.

Note 4: All other Locations equipment allows for up to one 1Gb ASE circuit via 10/100/1000 Ethernet in Phase One.

**Other Terms and Conditions – AT&T Equipment**

Customer shall provide a suitable and secure environment (free from environmental hazards) and electric power for AT&T Equipment and shall keep the AT&T Equipment free from all liens, charges, and encumbrances. Customer shall bear the risk of loss of or damage to AT&T Equipment (ordinary wear and tear excepted) from any cause except to the extent caused by AT&T or its suppliers. AT&T Equipment shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T.

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

AT&T shall retain all right, title or interest in AT&T Equipment and no ownership rights in AT&T Equipment shall transfer to Customer. Risk of loss to AT&T Equipment shall pass to Customer upon shipment from AT&T's Equipment supplier and shall remain with Customer until the AT&T Equipment is received in return by AT&T.

Customer at its expense shall take good and proper care of the AT&T Equipment. Customer shall not make any alterations, additions, or improvements, or add attachments to the AT&T.

At its expense, Customer shall keep the AT&T Equipment insured against all risks of loss and damage with companies acceptable to AT&T for an amount equal to the original cost of the AT&T Equipment. Customer shall be liable for any loss not covered by insurance.

Within 10 business days of the termination or expiration of this SOW, Customer will return all, and not less than all, the AT&T Equipment to AT&T at a location designated by AT&T, at Customer's expense. Customer shall disconnect, properly package for transportation and return all of the AT&T Equipment, freight prepaid, in good repair, condition and working order. If upon expiration or termination, Customer does not immediately return the AT&T Equipment within 10 business days as required herein, AT&T may, at its option, (a) arrange for removal of the AT&T Equipment and Customer agrees to pay AT&T an amount equal to two (2) additional monthly payments as specified in this SOW, or (b) automatically renew this SOW on the same terms and conditions for successive one-year periods at the same payment as in this SOW, subject to the right of either party to terminate the SOW upon six (6) months written notice (at the expiration of such notice, Customer will deliver the AT&T Equipment to AT&T under the terms of this section).

In the event Customer terminates this SOW for any reason other than for cause, Customer must provide AT&T forty-five (45) days prior written notice and Customer shall pay AT&T an Early Termination Charge equal to the monthly payment contained in this SOW multiplied by the remaining number of months in the term specified by this SOW, and any fees, charges and expenses incurred up until the date of termination.

AT&T may, without notice or Customer's consent, assign in whole or in part AT&T's right to payments due under this SOW to an Affiliate or third party. Such assignment does not relieve AT&T of its performance obligations under this SOW.

**Total Charges**

**Total Monthly Recurring Charges \$12,977.92**

----- **Section D: Assumptions and Responsibilities** -----

**Assumptions**

- AT&T typically requires a minimum two (2) week installation lead time after receipt of AT&T's Project Installation Guide (PIG) network configuration information. Less than two (2) weeks lead-time is considered an emergency implementation and will be assessed a premium charge.
- All installations will be performed during normal business hours: Monday through Friday, 8:00AM to 5:00PM.
- Any projects that are performed during non-business hours or weekends at Customer's request, will be billed at AT&T's standard overtime, weekend, or holiday rates.
- All work will be performed over a consecutive time frame, unless otherwise specified.
- If necessary, AT&T will add to the order via AT&T's standard change order process any network or wiring components required to complete the installation.
- If any equipment supplied by AT&T is found to be defective during the installation, AT&T will replace the equipment at no extra charge and complete the installation as specified.
- Any delays experienced while an AT&T engineer is on-site due to Customer infrastructure or wide area network provider problems will be billable at AT&T's applicable hourly rate schedule.
- AT&T reserves the right to charge Customer for the full amount of the installation in the event that Customer cancels or reschedules any installation without 3 days prior written notice. Cancellation or rescheduling with less than 3 days notice will result in a cancellation charge.

**AT&T Responsibilities**

AT&T will provide a trained engineer to install the hardware at Customer location. Installation includes the following:

- Perform a technical assessment (verbal or physical) of the premises prior to installation.
- Unpack and inventory all appropriate hardware and documentation.

Please sign by November 30, 2015

For AT&T Administrative Use Only  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (Intrastate)  
And Managed Services  
Pricing Schedule Provided Pursuant to Custom Terms**

- Mount hardware in appropriate rack or on appropriate surface.
- Install hardware module cards (modular chassis only).
- Connect hardware together (stackable units only).
- Connect hardware to network (1 test workstation only).
- Power on hardware.
- Configure necessary parameters for all protocols being used, as supplied by Customer. This includes addressing information, subnet mask, SNMP configuration, and so on.
- Provide verbal overview to Customer's designated systems administrator of basic network hardware unit setup.
- AT&T will be responsible for physical layer connectivity testing of networking hardware only. All other cable plant, Network Operating System (e.g. Novell, NT), and application software testing will be the responsibility of Customer.
- AT&T is not responsible for any loss of Customer's data or network system security.

**Any additional work to be performed outside of this Statement of Work will require additional charges.**

**Completion Criteria**

AT&T will have satisfied its obligations to Customer under this Statement of Work when the tasks listed under AT&T Responsibilities are completed.

**Customer Responsibilities**

Customer will be responsible for providing all site preparation including:

- Installation of all site wiring (power and signal, path and lengths).
- Installation of necessary power distribution boxes, conduits, groundings, lightning protection, connectors, and associated hardware.
- Installation of power outlets located within five feet of the equipment to be installed.
- Any building alterations necessary to meet wiring and other site requirements.
- Environmental modifications as required for the hardware.
- Installation and verification of operation for all equipment not supplied by AT&T, but required for installation (e.g. workstation, transceiver, and so on).
- Configuration parameters for each protocol (IP, IPX, and so on) to be configured on each network hardware component or module, including all necessary addressing requirements. **This information is required prior to the on-site arrival of the AT&T Field Engineer.**
- A proper rack or desktop in/on which the hardware will be installed.
- Preparing site according to the site preparation guide provided by AT&T and completing the Project Installation Guide (PIG).
- All cable plant, Network Operating System (e.g. Novell, NT, Unix), network drivers, application software, and testing for systems not supplied by AT&T.
- **Any delays due to the above items are billable at AT&T's hourly rate for engineer time plus travel and expenses.**
- **If the information provided by Customer is incorrect or incomplete, AT&T shall have the right to charge Customer for any increase in costs incurred or time expended by AT&T due to such error or omission.**

**Financial Responsibility**

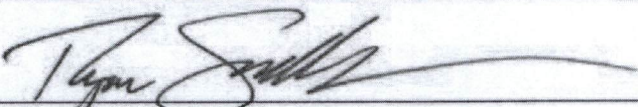
Payment subject to the initial and continuing credit approval, terms of payment are net 30 days of AT&T's invoice date. Invoices for Service may be issued in advance of the actual performance of the Service. All payments are to be made in U.S. dollars. In the event payments are overdue and such delinquencies are not remedied within ten (10) days after receipt of written notice from AT&T, AT&T may terminate this agreement. AT&T reserves the right to charge Customer interest on overdue accounts. The interest rate will be based on the lesser of 1.5% per month or the maximum rate allowed by applicable laws applied to the unpaid purchase price.

End of Attachment B



201303122269UAIll

## MULTI-SERVICE AGREEMENT

<b>Customer</b> County of Humboldt Street Address: 839 4th St City: Eureka State/Province: Ca Zip Code: 95501 Country: USA	<b>AT&amp;T</b> AT&T Corp.
<b>Customer Contact (for notices)</b> Name: PHILIP SMITH HANES Title: CAO Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	<b>AT&amp;T Contact (for notices)</b> Street Address: City: State/Province: Zip Code: Country:  With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") is effective when signed by both parties.	
Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: eSigned - TERRI WATSON-WRIGHT
Name: Ryan Sundberg	Name:
Title: Chair	Title: Contract Specialist-Manager
Date: March 12, 2013	Date: 14 Mar 2013

**Agreement:** The terms and conditions for the products and services that AT&T provides to Customer under this Agreement ("Services") are found in this document and the following additional documents (collectively, the "Agreement"): (i) Tariffs, Guidebooks and Service Guides found at [att.com/service](http://att.com/service) publications; (ii) pricing schedules or other documents attached to or later executed by the parties and referencing this document ("Pricing Schedule"); and (iii) the Acceptable Use Policy ("AUP") found at [att.com/aup](http://att.com/aup). AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time and may direct Customer to websites other than listed above. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order, this Multi-Service Agreement, and the applicable Service Publications; 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. This Agreement continues so long as Services are provided under this Agreement.

**Affiliate Signature:** An AT&T 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 respective Affiliates to comply with any such separate and associated contract.

**Services:** AT&T will either provide or arrange to have its Affiliate provide Services to Customer and its Users (anyone who uses or accesses any

Service provided to Customer), 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. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent. Customer will cause Users to comply with this Agreement and is responsible for their use of any Service unless expressly provided to the contrary in a Service Publication. If a Service is provided over or accesses the Internet or is a wireless (i.e., cellular) data or messaging Service, Customer, its Affiliates and Users will comply with the AUP.

**Ordering:** If an applicable Service Publication expressly permits placement of an order for a Service under this Multi-Service 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 Multi-Service Agreement for the Service Ordered.

**Access to Premises:** Customer will in a timely manner allow AT&T to access or at Customer's expense obtain timely access to property (other than public property) and to equipment as AT&T reasonably requires for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes,



## MULTI-SERVICE AGREEMENT

wireways, wiring, plans, equipment, space, power/utilities and other items AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

**Hazardous Materials:** Customer will ensure that the location where AT&T installs, maintains or provides Services is a suitable and safe working environment, free of any substance or material that poses 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. If AT&T encounters any such hazardous materials at a Customer location, AT&T may terminate any affected Service or any affected component of a Service ("Service Component") or suspend performance until Customer removes the hazardous materials.

**Independent Contractor Relationship:** 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.

**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.

**Equipment:** Services may be provided using 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 (other than ordinary wear and tear) to the AT&T Equipment. The Site is the physical location where AT&T installs or provides a Service.

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.

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.

**Prices, Pricing Schedule Term and Taxes:** 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 discontinue 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.

Prices in the Pricing Schedules are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.

If required by law to withhold or deduct applicable taxes from payments due to AT&T, Customer must use reasonable commercial efforts to minimize any such taxes and must furnish to AT&T such evidence as may be

required by relevant taxing authorities to establish that such tax has been paid so that AT&T may 2018081221051111

**Billing, Payments, Deposits and MARC:** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number.

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.

Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the date of the invoice in which the disputed charge initially appears, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees (i) for Tariff or Guidebook Services, at the rate specified therein; or (ii) for all other Services at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law. AT&T may require a deposit as a condition of providing Services, and AT&T may apply such deposit to any charges owed.

If a Pricing Schedule includes a MARC and Customer's MARC-Eligible recurring and usage charges after deducting discounts and credits and excluding taxes, regulatory charges and charges for Purchased Equipment in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

**Termination and Suspension:** Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors.

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 upon notice if Customer: (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.

Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice.

AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.

If Customer fails to rectify a violation of the AUP within 5 days after notice from AT&T, AT&T may suspend or terminate the affected Service Component. AT&T may suspend or terminate immediately if: (i) the suspension or termination is a 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) AT&T may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T allows the violation to continue; (b) the violation may harm or interfere with the integrity, normal operations or security of AT&T's network or of networks with which AT&T interconnects or may interfere with another customer's use of AT&T services or the Internet; or (c) the violation presents imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

**Termination Charges:** If prior to Cutover, Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, 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, including any third-party charges, incurred prior to the effective date of termination.

Thereafter, if Customer terminates a Service or Service Component for Customer's convenience or AT&T terminates a Service or Service Component for cause, Customer must pay: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service Component attributable to the unexpired portion of an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, (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 access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination.

If Customer terminates a Pricing Schedule that has a MARC, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

In addition, Customer may terminate an affected Service Component without incurring termination charges if (a) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (b) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (c) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of, or assessment of or changes to additional charges such as surcharges or taxes.

**Disclaimer of Warranties and Liability:** AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY, DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS) AND MAKES NO WARRANTY REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED, THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

**Limitation of Liability:** AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS

AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

ALL SOFTWARE AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**Indemnity:** Customer agrees at its expense to defend, indemnify and hold harmless AT&T, its Affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties on account of a third-party claim where: (i) the claim arises from Customer's or a User's use of a Service; or (ii) the claim alleges a breach by Customer, its Affiliates or Users of a Software license agreement.

**Import/Export Control:** Customer and not AT&T is responsible for complying with import and export control laws, conventions and regulations applicable to any equipment, software or technical information that Customer moves or transmits between countries.

**ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

**General Provisions:** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. 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 to any employee or agent of Customer without a need for further authentication or authorization. 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.

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

## MULTI-SERVICE AGREEMENT

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. AT&T may monitor electronic transmissions across its network to maintain compliance with its legal and regulatory obligations and to operate, maintain and enhance the network and Services. Where required by law, AT&T may provide Customer Personal Data to third parties such as courts, law enforcement or regulatory authorities.

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, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.

Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises.

This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege.

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

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes.

Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above.

This Agreement constitutes the entire agreement between the parties concerning its subject matter. As of 20130322 09:14:10, provided in License and Other Terms, above, this Agreement supersedes all previous agreements, whether written or oral.

This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

### 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.

"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.

"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.