



Agenda Item

File #: 2024-1476
File Status: Action

1/28/2025

SUBSTITUTE

Public Hearing: YES NO **Department:** Public Safety

SUBJECT:

Commission District(s): All

RA - Ratification of Contract No. 2000023 DeKalb County E-911 Call Handling System (Emergency Purchase): for use by E911 Communications (E911). This contract consists of a five (5) year agreement with AT&T for the upgrade to the County's 911 system. This request seeks to ratify the emergency purchase of the sole source "ESinet" 911 system with the "APEX" add on features from Carbyne Ltd. and authorize the Chief Executive Officer or his designee to execute all of the necessary documents, including but not limited to the "Master Agreement", two (2) "Price Lists" from AT&T, the I Flex contract and the ADI Contract, as well as the "Terms and Conditions" from Carbyne. Awarded to AT&T Enterprises, LLC. Amount Not To Exceed: \$8,128,791.04.

Information Contact: Michelle Butler, Chief Procurement Officer

Phone Number: (404) 687-3581

PURPOSE:

This contract consists of a five (5) year agreement with AT&T for the upgrade to the County's 911 system. The emergency purchase of the sole source "ESinet" 911 system with the "APEX" add on features from Carbyne Ltd., provides for a new AT&T 911 system using relatively new technology that is based on computer-to-computer communication and not the previously used voice-to-computer communication. This change facilitates faster processing of calls which inherently includes improved/faster response times. This emergency sole source purchase will improve the 911 center by implementing an upgrade from voice-to-computer communication to computer-to-computer communication and gain the benefit of the improved system. The upgrade will avoid any unnecessary delay in processing a call and the inherent potential risk to health and safety. This request seeks to ratify the emergency purchase of the sole source "ESinet" 911 system with the "APEX" add on features from Carbyne Ltd. and authorize the Chief Executive Officer or his designee to execute all of the necessary documents, including but not limited to the "Master Agreement", two (2) "Price Lists" from AT&T, the I Flex contract and the ADI Contract, as well as the "Terms and Conditions" from Carbyne

This substitute is submitted to provide additional supporting information..

NEED/IMPACT:

Improve the 911 center by implementing this upgrade from voice-to-computer communication to computer-to-

computer communication and gain the benefit of the improved system. The upgrade will avoid any unnecessary delay in processing a call and the inherent potential risk to health and safety.

FISCAL IMPACT:

\$8,128,791.04 over 5 years

RECOMMENDATION:

Recommend ratification of Contract No. 2000023 with:

AT&T Enterprises, LLC, 754 Peachtree Street NE, Atlanta, Georgia 30308

Amount Not To Exceed: \$8,128,791.04

and authorize the Chief Executive Officer or his designee to execute the contract and all associated documents.

ADDITIONAL INFORMATION:

1. Contract Effective Date: June 13, 2024
2. Contract Expiration Date: December 31, 2029
3. Funding: E911 Communications



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2024-1476

Substitute

12/10/2024

Purchasing Type: Ratification (RA)

Public Hearing: YES NO

Department: Purchasing & Contracting

AGENDA ITEM:

Commission District(s): All

RA – Ratification of Contract No. 2000023 DeKalb County E-911 Call Handling System (Emergency Purchase): for use by E911 Communications (E911). This contract consists of a five (5) year agreement with AT&T for the upgrade to the County’s 911 system. This request seeks to ratify the emergency purchase of the sole source “ESinet” 911 system with the “APEX” add on features from Carbyne Ltd. and authorize the Chief Executive Officer or his designee to execute all of the necessary documents, including but not limited to the “Master Agreement”, two (2) “Price Lists” from AT&T, the I Flex contract and the ADI Contract, as well as the “Terms and Conditions” from Carbyne. Awarded to AT&T Enterprises, LLC. Amount Not To Exceed: \$8,128,791.04.

Information Contact: Michelle Butler, Chief Procurement Officer

Phone Number: (404) 687-3581

PURPOSE:

This contract consists of a five (5) year agreement with AT&T for the upgrade to the County’s 911 system. The emergency purchase of the sole source “ESinet” 911 system with the “APEX” add on features from Carbyne Ltd., provides for a new AT&T 911 system using relatively new technology that is based on computer-to-computer communication and not the previously used voice-to-computer communication. This change facilitates faster processing of calls which inherently includes improved/faster response times. This emergency sole source purchase will improve the 911 center by implementing an upgrade from voice-to-computer communication to computer-to-computer communication and gain the benefit of the improved system. The upgrade will avoid any unnecessary delay in processing a call and the inherent potential risk to health and safety. This request seeks to ratify the emergency purchase of the sole source “ESinet” 911 system with the “APEX” add on features from Carbyne Ltd. and authorize the Chief Executive Officer or his designee to execute all of the necessary documents, including but not limited to the “Master Agreement”, two (2) “Price Lists” from AT&T, the I Flex contract and the ADI Contract, as well as the “Terms and Conditions” from Carbyne

This substitute is submitted to provide additional supporting information.

RECOMMENDATION:

Recommend ratification of Contract No. 2000023 with:

AT&T Enterprises, LLC, 754 Peachtree Street NE, Atlanta, Georgia 30308

Amount Not To Exceed: \$8,128,791.04



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

and authorize the Chief Executive Officer or his designee to execute the contract and all associated documents.

ADDITIONAL INFORMATION:

1. Contract Effective Date: June 13, 2024
2. Contract Expiration Date: December 31, 2029
3. Funding: E911 Communications



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: DeKalb County E911 Communications

Department Contact Person: Carina R. Swain, Director Telephone: 470-605-6835

Email: crswain@dekalbcountyga.gov

Requisition Number: _____ Suggested Supplier: AT&T

Estimated Amount of Purchase: \$ 8,128,791.04

Detailed Description of the Goods or Services to be purchased: _____

Emergency Services Internet (ESInet) and Apex Telephone Answering Solution.

Emergency (For Emergency Requests, Please check this box and answer **all** questions below.)

1. Date and Time of Emergency Occurrence: 4/29/2024

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

The current telephone system used by 911 operators doesn't provide the necessary tools and resources that are needed to ensure that the emergency services are provided to citizens in an effective and efficient manner. The delayed response poses possible risks to life and health of citizens

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

A quote was provided by AT&T who is the current 911 phone system vendor for DeKalb E911

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

3. Explain the impact to the County or Public if this request is not approved.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) Carina Swain Signature: Carina Swain Digitally signed by Carina Swain Date: 2024.11.07 21:43:12 -0500 Date: 11/07/24

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) _____ Signature: _____ Date: _____

Procurement Manager (Typed/Printed Name) _____ Signature: _____ Date: _____

Approved Not Approved

Signature: Michelle Butler, Director, Department of Purchasing and Contracting Date: _____

(Additional information, attach pages if required):

The current phone system utilized by 911 operators doesn't provide the necessary tools and resources that are needed to ensure that citizens receive effective and efficient service. For instance, if a call taker can't obtain a caller's location, there currently aren't any readily available location tools to assist them. The current practice is to contact a supervisor and have them to try to find the location of the caller. Supervisors also work radios and answer 911 calls as well so there may be delays with obtaining this information and in this profession, seconds matter. Another example is the delay experienced when non-emergency calls are received on emergency 911 phone lines. The 911 operator treats the non-emergency call the same way that an emergency call is treated since they both came in on a 911 line. The current phone system doesn't have a way for the 911 operator to triage or filter out these calls and place them in another queue so that true emergencies can be handled first. This continues to cause delays call after call because the 911 operator is tied up on an emergency line with a non-emergency call. This dramatically increases wait times which results in delays for the citizens that are waiting in the 911 queue from receiving lifesaving instructions. There may be a house on fire or a person in cardia arrest waiting in the 911 queue, whose lives could be in danger, that the 911 operator can't get to because they are handling those non-emergency calls received in an emergency 911 queue. Non-English-speaking callers are also experiencing delays in receiving emergency services which may endanger their health or lives due to 911 operator having to transfer the caller to a language interpreter service. During the transfer process there may be a hold time to get an interpreter on the line and then the questions and answers have to be interpreted back and forth which can cause further delays. Another issue with the current telephone system is misrouted calls due to not having advanced location accuracy tools. Callers get transferred from agency to agency, more than likely experiencing wait times with each transfer. If the current telephone system continues to be utilized, delays will continue to occur. These delays endanger the health, well-being, safety, and lives of the citizens that reside in and pass through DeKalb County. With a more technologically advanced telephone system, 911 operators can significantly reduce wait times by providing translation and transcription services which will eliminate the need to call a language interpreter service, built in location accuracy tools that will help to locate callers by using the GPS from their cell phone, the ability to prescreen calls received on 911 lines to determine if they are true emergencies and transfer the non-emergency calls to a non-emergency queue, receive video and pictures and send the information to first responders to better address scene safety and resource allocation, control call volume spikes by using an automated system that uses GIS and proximity information to determine if the caller is calling about an incident that has already been reported. A more technologically advanced phone network and answering system will be a much-needed resource for 911 professionals so that efficient call processing can occur which can significantly reduce wait times for citizens so that the emergency services that they require are sent in a prompt and effective manner. 911 professionals save lives every day and utilizing Next Generation 911 technology is a necessary tool that will allow them to do just that.



AT&T's Proposal to
DeKalb County for
AT&T NextGen 911/ESInet and Carbyne APEX Next Gen 9-1-1 Call

April 4, 2024





1600 Williams St.
Suite 4400
Columbia, SC 29201

Office: 803-873-6225
jason.eckenstein@att.com
www.att.com

April 29, 2024

Carina Swain
Director, DeKalb County E-9-1-1
1960 W. Exchange Place
Tucker, GA 30084

Dear Director Swain:

AT&T appreciates the opportunity to provide DeKalb County a proposal for AT&T NextGen 911/ESInet and Carbyne's APEX cloud-native call handling solution. Carbyne's technology will provide telecommunicators the ability to unify audio, video, chat and other pertinent data into actionable intelligence that can be relayed to first responders in the field. With the addition of AT&T ESInet, DeKalb County will be able to take advantage of i3 features and functionalities to realize faster call set up and delivery as well as more accurate location information for the emergency callers.

As a national provider of public safety solutions to government agencies, AT&T is uniquely positioned to provide this Next Generation, cloud-native solution to DeKalb County. Our solution gives the County the following benefits:

- End-to-end comprehensive support with a fully resourced dedicated account team.
- Standards-based solution aligns with applicable NENA, APCO, ANSI, and IETF.
- Completely off-site hosted solution - System operates entirely within the Amazon AWS USGOV Cloud with no dependency to any premise-based components.
- Regular Software Upgrades: With cloud-native systems, your next software update is just weeks away, not years away as in most on-premises systems.
- Business Continuity/Disaster Recovery organization.
- Elastic Capacity: Auto-scaling is a standard feature with cloud-native systems to increase emergency call-handling capacity during surge periods.

DeKalb County can feel confident working with AT&T as evidenced by our unparalleled commitment to public safety, our vast resources, our carefully built reputation, and our solid financial stability.

Sincerely,

Jason Eckenstein

Jason Eckenstein
Senior Application Sales Executive III
AT&T Public Safety Solution



Solution Summary

A Commitment of Service to DeKalb County

AT&T understands DeKalb County's requirements for a cloud-native Next Gen 9-1-1 solution to serve as the County's emergency services communication system. AT&T has demonstrated an unwavering commitment to Public Safety in the United States. The AT&T approach to the County's requirements are the tools, technologies, and delivery options that provide improved situational outcomes on every request for emergency.

Background and experience

AT&T has a robust Public Safety Solutions practice that nationally serves Public Safety Agencies with Legacy and Next Generation 911 call routing (ESInet), Call Handling, Logging Recorder, Location Services, Computer Aided Dispatch (CAD), GIS, Records Management, Jail Management, AVL, Security, Cloud solutions, IP Networks, Wireless solutions, Internet of Things (IoT), Unified Communications and many more applications and services. AT&T is driving the convergence and integration of communication technologies and applying them to the Public Safety sector to more quickly and effectively manage emergency response.

AT&T was one of the first carriers to implement the original 911 service, Enhanced 911 and now Next Generation 911. In 2015, AT&T made a bold national product announcement that detailed our vision for a national i3 compliant Next Generation Core Services and ESInet solution. This solution is funded and built by AT&T to support twice the busy hour 9-1-1 call volume for the entire United States. AT&T announced Intrado as our main supplier of technology and services to help support the AT&T Next Generation 911 strategy.

AT&T is the industry leader in terms of ESInet systems contracted and delivered. At the time of this writing, AT&T has more than 1,948 PSAPs connected and/or contracted to ESInet solutions. These systems and contracts cover more than 80 million U.S. residents in aggregate. No other provider has the same depth of experience in architecting and delivering mission critical Next Generation 9-1-1 solutions.

AT&T provides both Legacy E9-1-1 and NG9-1-1 services nationwide, including ANI/ALI network services, Legacy CAMA 9-1-1 Call Handling, NG9-1-1 ESInet-based 9-1-1 Call Handling, Logging Recorder solutions and CAD/RMS/JMS solutions. As a premier channel partner for the leading NG9-1-1 Call Handling suppliers, we maintain 9-1-1 Call Handling services for over 1,700 PSAPs today.



For DeKalb County, our solution leverages the vast experience of AT&T in the following areas:

- A NG9-1-1 provider in 25+ states
- An OSP provider of Wireline, VoIP, and wireless service
- AT&T owned/operated network and facilities
- The provider of FirstNet for all 50 states with over 4.2 million subscribers
- AT&T is the leading NGCS provider in the US
- AT&T supports some of the largest agencies in the US

Distinguishing solution characteristics

AT&T is a recognized leader in National Public Safety with major investments in FirstNet and our nationwide build out of AT&T ESInet. AT&T has a robust Public Safety Solutions practice that nationally serves public safety agencies with Legacy and Next Generation 911 call routing (ESInet), Call Handling, Location Services, Computer Aided Dispatch (CAD), GIS, AVL, Security, Cloud solutions, IP Networks, Wireless solutions, Internet of Things (IoT), Unified Communications and many more applications and services. AT&T is driving the convergence and integration of communication technologies and applying this experience to the Public Safety sector to more quickly and effectively manage emergency response. FirstNet and our AT&T ESInet platform are examples of our commitment to Public Safety.

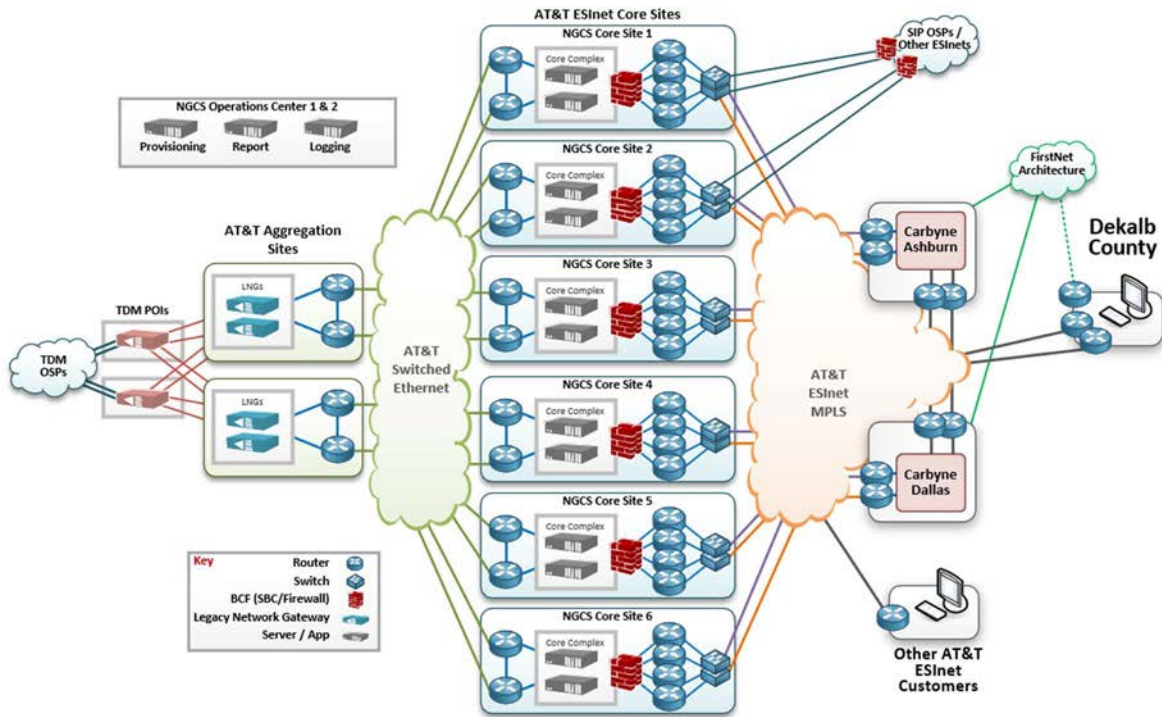
AT&T is an active member of the Public Safety Community and the products and services we provide and maintain conform to NENA i3 standards. We participate at the highest level on industry boards and development forums ensuring our offers are in step with the industry we are associated with. Our experience delivering Call Handling applications highlights our capability to deploy the talent, investment and technology necessary to manage the complex infrastructures our public safety clients require. AT&T has a proven track record of innovation, leadership and commitment to public safety. We continue to play a key role in developing emerging technologies and defining new standards in support of public safety as evidenced in our partnerships with NENA, NENA Industry Collaboration Events (ICE), Next Generation Partner Program (NGPP), APCO, ATIS and FCC CSCIC working groups.



AT&T's eagerness to work with DeKalb County in a collaborative environment to improve overall public safety for the people living in the county should not be understated. AT&T employs a large number of employees in the State of Georgia of which many serve in supporting Public Safety roles and also serve on various 9-1-1 boards across the state.

When a person dials 9-1-1, every passing second can be the difference between life and death. AT&T believes that when seconds count, public safety experience counts the most, therefore AT&T is uniquely qualified to deliver NG911 services to help modernize public safety.

AT&T has proposed a cloud native Next Gen 9-1-1 system that operates entirely within the Amazon AWS USGOV Cloud with no dependency to any premise-based components. The project scope for the proposal includes the configuration and installation of APEX along with integration to AT&T ESInet by a team of AT&T and Carbyne technical resources, administrative and end-user training, and post-cutover support. AT&T and Carbyne will each designate project managers as needed for each respective product (ESInet and APEX) and coordinate with the designated County project contact to establish project timelines, objectives, and define the core project team as well as deployment and training plans. The project managers for AT&T and Carbyne will coordinate all project deliverables and objectives and communicate on pre-determined scheduled meetings with all key stakeholders to ensure timely delivery of a fully functional system.



Experience and Support from a Trusted Provider

From our award winning AT&T ESInet™, FirstNet built with AT&T, global IP network leader, leading national wireless/5G provider, and demonstrated integration experience with best in industry Public Safety solutions (Call Handling, CAD, RMS, Mapping, Recording, AVL, Security Services, and Database management), we are constantly investing and evolving our solutions to integrate with new forms of communication – both human and machine – to provide citizens, PSAP agents, and first responders the comprehensive set of tools necessary to improve outcomes during emergency conditions.

DeKalb County needs an experienced solution provider that can address many complex functions. You need a solution provider with deep technical knowledge and a staff of experts to successfully migrate legacy technology to the new NG9-1-1 platform with minimum disruption to your service. The solution provider must also operationalize the infrastructure, coordinate with other service providers, and provide day two support after implementation. AT&T can perform these functions.



We have a long-established track record in the Public Safety segment as the market leader in deploying Next Generation 911 Services as evidenced in the most recent Frost & Sullivan announcement. For the *fifth* consecutive year, AT&T ESInet™ was again recognized by independent research analyst Frost & Sullivan and received the U.S. NG 9-1-1 Market Leadership Award.



Frost & Sullivan’s research indicates AT&T is the leading NG911 service provider in the United States. AT&T’s direct NG911 contracts covered a population of more than 75 million at YE 2022.

Support from our Experienced Public Safety Solutions Team

Your AT&T Public Safety Solutions Team has extensive experience with a wide portfolio of communication solutions related to public safety, making us experts at designing and supporting your deployment of our NG9-1-1 solution. We have a robust Public Safety Solutions practice that serves Public Safety Agencies nationwide with legacy and Next Generation 9-1-1 call routing (ESInet), Call Handling, Location Services, Computer Aided Dispatch (CAD), Geographic Information Systems (GIS), Records Management, Jail Management, AVL, Security, Cloud solutions, IP Networks, Wireless solutions, Internet of Things (IoT), Unified Communications, and FirstNet.

Table 1: AT&T’s Public Safety Solutions Team

Name	Title	Phone Number	Email
Jason Eckenstein	Senior Application Sales Executive	803-873-6225	Je4856@att.com
Jimmy Lichtenstein	Principle Architect	615-521-6971	Jl7336@att.com
Matt Blanchet	Senior Regional Sales Director	201-412-0318	Mb3281@att.com



Proposal Fee Schedule – ESInet & NextGen Core Services

AT&T’s solution is based on legacy trunking, and population from the U.S. Census. We have considered the following in our design for DeKalb County:

- Total Population served by DeKalb County E-911 Center PSAP
- Trunks from OSPs
- Diverse AT&T ESINET Connectivity delivered over AT&T’s Private MPLS architecture at 2 geographically diverse Data Centers accommodating inbound 911 calls.

Description		Non-Recurring Costs	Monthly Recurring Costs
One-Time Installation Fees – GIS Onboarding		\$20,000.00	
Year One Monthly Recurring Fee			\$64,117.40
Year Two Monthly Recurring Fee		\$0.00	\$64,117.40
Year Three Monthly Recurring Fee		\$0.00	\$64,117.40
Year Four Monthly Recurring Fee		\$0.00	\$64,117.40
Year Five Monthly Recurring Fee		\$0.00	\$64,117.40
Total 5-Year Contract Value:			\$3,867,044.00



Proposal Fee Schedule – IPFlex Service for Non-Emergency Administrative Lines

IP Flexible Reach is a managed Voice over IP (VoIP) solution that provides inbound and outbound calling on your Emergency Communications network, giving you long distance and international calling for your PSAP as well as local calling.

AT&T’s solution provides for two (2) IPFlex SIP circuits for the delivery of non-emergency calls to the PSAP. The circuits will terminate locally to the PSAP and the traffic routed to the Carbyne APEX Cloud.

Description		Non-Recurring Costs	Monthly Recurring Costs
One-Time Installation Fees		\$0.00	
Year One Monthly Recurring Fee			\$946.38
Year Two Monthly Recurring Fee			\$946.38
Year Three Monthly Recurring Fee			\$946.38
Year Four Monthly Recurring Fee			\$946.38
Year Five Monthly Recurring Fee			\$946.38
Total 5-Year Contract Value:			\$56,782.00



Proposal Fee Schedule – Carbyne Call Handling

Description	Quantity of Concurrent Positions	Non-Recurring Costs	Monthly Recurring Costs
One-Time Fees and Year One Subscription Fees (7/1/2024 - 6/30/2025)	30	\$542,198.40	\$57,491.57
Year Two Subscription Fees (7/1/2025 - 6/30/2026)	30	\$0.00	\$57,491.57
Year Three Subscription Fees (7/1/2026 - 6/30/2027)	30	\$0.00	\$57,491.57
Year Four Subscription Fees (7/1/2027 - 6/30/2028)	30	\$0.00	\$57,491.57
Year Five Subscription Fees (7/1/2028 - 6/30/2029)	30	\$0.00	\$57,491.57
Total 5-Year Contract Value:			\$3,991,692.00

Annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to the greater of 3% or the change in the CPI for the twelve-month period preceding the anniversary date.

Revision Notes:

- Increase APEX Concurrent Licenses to 30
- Increase APEX Responder Connect Licenses to 30
- Added APEX Translation & Transcription Licenses 30
- Increase Workstation Positions to 48
- Added APEX Emergency Call Triage Licenses 30



AT&T Carbyne APEX Platform pricing above includes the following components/services:

Description	Qty
APEX Concurrent License	30
APEX Control Center Instance (Included)	1
APEX Control Center Events History	1
APEX Control Center Analytics	1
APEX Control Center Seat Map	1
APEX Control Center Video Board	1
APEX Responder Connect	30
APEX Translation & Transcription*	30
APEX Emergency Call Triage*	30
Deployment & Training Fees	1
Standard Integration Package (3 Included)	1
Bill of Materials (Hardware)	1
Intel Core i7, 16GB RAM, 128GB HDD, 2x Port INTEL NIC, Win11, Mouse & Keyboard (minimum specs)	48
Dell Precision 3581 - 15.6" - Intel Core i7 - 13700H - vPro Essentials - 16 GB RAM - 512 GB SSD	12
Dell Pro KM5221W - keyboard and mouse set - QWERTY - US - black	12
Samsung QN65QN90CAF QN90C Series - 65" Class (64.5" viewable) LED-backlit LCD TV - Neo QLED - 4K	1
24" with 1920x1080 pixels	48
USB Speaker for audio alerting	48
CAT6 ethernet, unshielded, wired to the rack in Comms Room (Minimum 2 runs per position)	48
CAT6 ethernet, patch cable, (2) required 10 ea, for PC (1) and SMD (2)	48



Tripp Lite Surge Protector Power Strip 120V 6 Outlet 6' Cord 790 Joule Black	48
Floor UPS, (4) NEMA 5-15R outlets, (1) NEMA 5-15P inlet, minimum 15 minutes run me	48
UPS 8X5XNBD Maintenance & Support	48
Headset, monaural, noise canceling, QD-connector	48
Corded pigtail adapter, RJ9 or USB connect on	48
Carbyne Trigger Module (CTM), RJ45 POE connect on required	4
POE Injector	4
Cordless Base Unit with PTT Remote, QD headset compatible, PJ-7 adapter	48
Connectivity 2x10MB AVPN	2
PSSE Routers - 8200L	2
PSSE Switches - PoE	4
Day 2 Monitoring - Fujitsu	2
PSSE Day-2 Network Monitoring Annual	
AT&T Maintenance Annual	
AT&T Supplied Router/Switch/Firewall	

*APEX Translation & Transcription is tentatively scheduled for general availability by Carbyne at the end of June 2024 and is included in this quote for informational purposes only. APEX Emergency Call Triage is on the product roadmap but does not have a general availability date at this time. The actual date of general availability for both features, and the price at that time may change. General availability of the features and passing the AT&T lab testing are pre-conditions to implementing either feature for DeKalb County. Annual subscription fees will be pro-rated accordingly if the Translation and Transcription is not ready at the Customer's scheduled go-live date. APEX Emergency Call Triage will be available at 100% discount for DeKalb County for this initial five year Contract Term.



Project Notes

The Customer may install the Software on up to 48 workstations. PCs, monitors, UPS systems and other ancillary equipment for each workstation will be provided by AT&T. Customer's Authorized Users may use up to 30 of the 48 workstations at any given time to access and use the Solution (each license available for use referred to as a "Concurrent License"). In the event Customer's use of Concurrent Licenses exceeds the permitted number of Concurrent Licenses, AT&T may charge additional fees or increase annual subscription fees for the next annual period.

Professional Services for implementation and training are provided as described in a mutually agreed upon Statement of Work. If within three months Customer has not provided the information required to provide the Professional Services or if there are delays to provide the Professional Services due to Customer's actions or inaction, AT&T has the option to cancel such Professional Services or this Quote and/or invoice Customer a one-time charge of the annual subscription fee under this Quote. Furthermore, if AT&T is subject to any third party charges as a result of such delays or Customer requested changes (such as any changes to requested dates, configuration changes or additional integrations), AT&T will invoice Customer such applicable third party charges which have been incurred by AT&T.

SIP Trunk monthly fees for Inbound and Outbound Dialing reflect pass-through costs from Carbyne's third party provider which are based on Customer's anticipated use. At the end of each year of the subscription term, AT&T and Carbyne may, with written notice, revise the monthly fees based on Customer's use in the prior year.

Assumptions

This Quote is based upon the following assumptions. Carbyne's discovery of any discrepancies with the following assumptions may result in changes, delays, and/or fee adjustments to the implementation and provision of APEX and any other products and services under this Quote.



Hardware & Software Responsibility

Item	Customer	AT&T
APEX workstation and peripheral equipment		X
Carbyne Trigger Module		X

Network Responsibility

Item	Customer	AT&T
Gateway		X
LAN/WAN Connection		X

Future Features

Carbyne is currently in the process of developing new products and services. In the event that AT&T and Carbyne make these products and services generally available, AT&T will notify you, and you may choose to purchase a subscription, subject to your written agreement to the applicable quote and terms and conditions. The anticipated subscription fee will be provided as features are developed. AT&T has no obligation to make these products and services generally available, whether now or in the future, and the pricing provided below is subject to change at the time of general availability.



20240716-9414

AT&T MA Reference No.

159852UA

PCS ID: 20240717-037

MASTER AGREEMENT

Customer DeKalb County, Georgia Street Address: 1300 Commerce Drive City: Decatur State/Province: Georgia Zip Code: 30030 Country: USA	AT&T AT&T Enterprises, LLC
Customer Contact (for notices) Name: Catrina Swain Title: E911 Communications Director Street Address: 1960 W. Exchange Place City: Tucker State/Province: Georgia Zip Code: 30084 Country: USA Telephone: Fax: Email:	AT&T Contact (for notices) Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com

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

Customer (by its authorized representative)	AT&T (by its authorized representative)
By Dir.: 	By: 
Name: Zachary L. Williams	Name: BRANDON TROTTER
Title: Executive Assistant/Chief Operating Officer	Title: Contractor Contract Specialist, as Signer for AT&T
Date: 6/13/24	Date: 18 Jul 2024

md5611

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 and the End User License Agreement from Carbyne Ltd.

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

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

2. AT&T DELIVERABLES

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

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

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

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

3. CUSTOMER'S COOPERATION

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

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or

MASTER AGREEMENT

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 applicable to a month-to-month arrangement on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and to the extent required by law, 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 12 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 12 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 thirty (30) business days. AT&T will reverse any late payment fees that were invoiced in error.

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

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

4.8 Adjustments to MARC.

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer

MASTER AGREEMENT

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; (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) or (d) is required to be released by Customer pursuant to the provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq..

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

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

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

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

MASTER AGREEMENT

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

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

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

7. THIRD PARTY CLAIMS

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

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

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

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense or settlement negotiation.

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

8. SUSPENSION AND TERMINATION

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

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

(a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or

MASTER AGREEMENT

security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

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

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.

MASTER AGREEMENT

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

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

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

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

10.6 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

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

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

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

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

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

10.11 Governing Law. This Agreement will be governed by the law of the State of Georgia, 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. This Agreement shall be deemed to have been made and performed in DeKalb County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of DeKalb County, Georgia.

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.

MASTER AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Customer Signature Page


Customer	AT&T			
County of DeKalb Street Address: 1300 COMMERCE DR City: DECATUR State/Province: GA Zip Code: 300303222 Country: US	AT&T Enterprises, LLC			
Customer Contact (for notices)	AT&T Contact (for notices)			
Name: Carina Swain Title: IT Director Street Address: 1960 West Exchange Place 5th Floor City: Tucker State/Province: GA Zip Code: 30084 Country: US Telephone: 4706056835 Fax: Email: crswain@dekalbcountyga.gov Customer Account Number or Master Account:	Street Address: 754 PEACHTREE ST NE City: ATLANTA State/Province: GA Zip Code: 30308 Country: US With a copy to: AT&T Enterprises, LLC 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)				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. If the documents listed below include a Master Agreement, such Master Agreement must be fully executed before any of the listed documents will become effective.

Documents Appended:	Contract IDs:
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_1784197.pdf	1784197
AT&T_IP_FLEXIBLE_REACH_PRICING_SCHEDULE_CONTRACT_ID_1784198.pdf	1784198

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a nonnative or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:  by Dir.
Name: Zachary L. Williams
Title: COO/EA
Date: 6/13/24

**AT&T IP FLEXIBLE REACH
PRICING SCHEDULE**

PCS ID:- 20240620-020

Customer	AT&T
County of Dekalb Street Address: 1300 COMMERCE DR City: DECATUR State/Province: GA Zip Code: 300303222 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Carina Swain Title: IT Director Street Address: 1960 West Exchange Place 5th Floor City: Tucker State/Province: GA Zip Code: 30084 Country: United States Telephone: 4706056835 Email: crswain@dekalbcountyga.gov	Name: STEPHANIE BOYD Street Address: 754 PEACHTREE ST NE City: ATLANTA State/Province: GA Zip Code: 30308 Country: United States Telephone: 6785753759 Email: sb6445@att.com Sales/Branch Manager: WARREN SISSON SCVP Name: WARREN SISSON Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable)	
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.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning (i) the circumstances under which, and (ii) the non-US countries in which, emergency calling (including but not limited to E911 service or its equivalent in other countries) is not or may not be available, as stated and identified in the AT&T Business Voice over IP Services Service Guide found in the SG Library at <http://serviceguidenew.att.com>. Such circumstances include, but are not limited to, relocation of the User's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database. For additional Most of World advisories, see section "Additional Terms," sub-heading "Emergency Calling Most of World".

--	--

AT&T and Customer Confidential
Information Page 1 of 5
ASAP!

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>[Signature]</i> by Dir	By: <i>Veronica Danao</i>
Name: <i>Zachary L. Williams</i>	Name: Veronica Danao
Title: <i>COO/EA</i>	Title: Contractor Contract Specialist, as signer for AT&T
Date: <i>6/13/24</i>	Date: 24 Jun 2024

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID BVP14709187

RV7569

**AT&T IP FLEXIBLE REACH
PRICING SCHEDULE**

1. SERVICES

Service	Service Publication Location
AT&T IP FLEXIBLE REACH	http://serviceguidenew.att.com/sq_flashPlayerPage/BVOIP

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. MARC

MARC under this Pricing Schedule	None
---	------

4. 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

5. ADDITIONAL TERMS AND CONDITIONS

5.1. Emergency Calling Most of World

Emergency Calling Most of World

AT&T and Customer Confidential
Information Page 2 of 5
ASAP!

At or before Service activation at a Most of World Site with outbound BVoIP calling, Customer certifies it has and agrees to continuously keep individual business lines and other appropriate facilities with a local service provider or other provider capable of, and responsible for, providing Customer access to three-digit emergency dialing services, if AT&T does not provide emergency dialing service and for as long as AT&T provides outbound BVoIP service to that Site. Customer is responsible to ensure that all calls to these emergency dialing service numbers are routed over appropriate facilities to ensure completion provided by that local service provider, or other provider. To the extent permitted by law, Customer agrees to indemnify and defend AT&T from and against any and all third-party claims and related loss, liability, damage and expense, arising from Customer's failure to perform Customer's obligations outlined in this Section. AT&T's provisioning of outbound BVoIP service is conditioned upon Customer's full compliance with these obligations, and failure to do so is a material breach of this Agreement.

AT&T MA Reference No. eMSA UA III
 AT&T PS Contract ID BVP14709187

**AT&T IP FLEXIBLE REACH
 PRICING SCHEDULE**

5.2. White Pages, Yellow Pages, Directory Assistance

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and to the extent permitted by law, Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

5.3. Broadband Connectivity

This Pricing Schedule does not include transport necessary for the provision of AT&T Flexible Reach Service, Over Any Transport. Customer must obtain broadband connectivity separately under an AT&T or third-party contract.

6. RATES

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount

AT&T and Customer Confidential
 Information Page 3 of 5
 ASAP!

Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available
Telephone Number Charge	MRC, per Number	50.00%	Not Available

Discounts are applied to the applicable Service Publication rates.

7. DISCOUNTS

MRC = Monthly Recurring Charge

NRC = Non-Recurring Charge

7.1. US DISCOUNTS

I. Common Billable Elements

Table A: Common Billable Elements (apply regardless of Underlying Transport Service)		
Item	Type of Charge	Element Discount
US Off-Net Calling Charge (US Terminated Off-Net Calling Charge)	Per Usage	50.00%
Non-US Terminated Off-Net Calling Charge – fixed	Per Usage	20.00%
Non-US Terminated Off-Net Calling Charge – mobile	Per Usage	20.00%
AT&T IP Flexible Reach Enhanced Features Package Charge	MRC, per Concurrent Call	50.00%

II. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	60.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	20.00%	Not available

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID BVP14709187

AT&T IP FLEXIBLE REACH PRICING SCHEDULE

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	Type of Charge	Calling Plan Discount	AT&T IPTF Bundled Discount
Calling Plan Setup Fee	NRC per Site	100.00%	Not available
Calling Plan Charge	MRC, per Concurrent Call	84.29%	Not available
Telephone Number Charge	MRC, per Number	50.00%	Not available

AT&T and Customer Confidential
Information Page 4 of 5
ASAP!

V. Underlying Transport Services Support Charges

Table A: VoIP Module Card (AT&T MIS or AT&T MIS with MPLS PNT Transport Only)		
Item	Type of Charge	Discount
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	80.00%

Table B: Help Desk and AT&T CPE Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Help Desk Service Charge (not applicable)	MRC per Site	100.00%
Equipment Setup Fee (optional)	NRC per Site	100.00%
VQM Charge (small)	MRC per Site	100.00%
VQM Charge (medium)	MRC per Site	100.00%
VQM Charge (large)	MRC per Site	100.00%
VQM Charge (xl, xlii, sxl)	MRC per Site	100.00%
VoIP Adapter – TDM, Service Establishment	NRC per Site	100.00%
VoIP Adapter – TDM	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Service Establishment	NRC per Site	100.00%
VoIP Adapter Functionality – SBC, Aggregated Router	MRC per Concurrent Call per Site	100.00%
VoIP Adapter Functionality – SBC, Integrated Router	MRC per Concurrent Call per Site	100.00%

Table C: AT&T IP Flexible Reach Hardware-impacting Move/Add/Change/Delete (MACD) Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	Type of Charge	Element Discount
Concurrent Call Change Charge (only if a VQM change is also required)	NRC per occurrence	100.00%

This is the last page of the Pricing Document.

AT&T and Customer Confidential
Information Page 5 of 5
ASAP!



Customer Signature Page


Customer	AT&T			
County of DeKalb Street Address: 1300 COMMERCE DR City: DECATUR State/Province: GA Zip Code: 300303222 Country: US	AT&T Enterprises, LLC			
Customer Contact (for notices)	AT&T Contact (for notices)			
Name: Carina Swain Title: IT Director Street Address: 1960 West Exchange Place 5th Floor City: Tucker State/Province: GA Zip Code: 30084 Country: US Telephone: 4706056835 Fax: Email: crswain@dekalbcountyga.gov Customer Account Number or Master Account:	Street Address: 754 PEACHTREE ST NE City: ATLANTA State/Province: GA Zip Code: 30308 Country: US With a copy to: AT&T Enterprises, LLC 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)				
Name:	Company Name:			
Agent Street Address:	City:	State:	Zip Code:	Country:
Telephone:	Fax:	Email:	Agent Code:	

Customer signature serves as a signature of each document listed below. Edits to appended documents, as originally presented by AT&T, are rejected. If the documents listed below include a Master Agreement, such Master Agreement must be fully executed before any of the listed documents will become effective.

Documents Appended:	Contract IDs:
AT&T_MANAGED_INTERNET_SERVICE_PRICING_SCHEDULE_CONTRACT_ID_1784197.pdf	1784197
AT&T_IP_FLEXIBLE_REACH_PRICING_SCHEDULE_CONTRACT_ID_1784198.pdf	1784198

If Customer is purchasing Voice Over IP services, the following additional language applies:

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found at http://serviceguidenew.att.com/sg_flashPlayerPage/BVOIP. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a nonnative or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database.

Customer (by its authorized representative)
By:  by Dir.
Name: Zachary L. Williams
Title: COO/EA
Date: 6/13/24

AT&T and Customer Confidential Information
Handwritten Modifications Within Referenced Contract Documents are Void
Page 1 of 1

20240620-7189

AT&T MA Reference No. eMSA UA III
 AT&T PS Contract ID MIS14709177




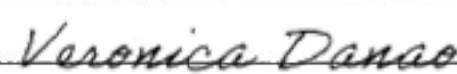
PCS ID:- 20240620-020

AT&T DEDICATED INTERNET PRICING SCHEDULE

Customer	AT&T
County of Dekalb Street Address: 1300 COMMERCE DR City: DECATUR State/Province: GA Zip Code: 300303222 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Carina Swain Title: IT Director Street Address: 1960 West Exchange Place 5th Floor City: Tucker State/Province: GA Zip Code: 30084 Country: United States Telephone: 4706056835 Email: crswain@dekalbcountyga.gov	Name: STEPHANIE BOYD Street Address: 754 PEACHTREE ST NE City: ATLANTA State/Province: GA Zip Code: 30308 Country: United States Telephone: 6785753759 Email: sb6445@att.com Sales/Branch Manager: WARREN SISSON SCVP Name: WARREN SISSON Sales Strata: Retail Sales Region: USA <u>With a copy (for Notices) to:</u> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable)	

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.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: 	By: 
Name: <i>Zachary L. Williams</i>	Name: Veronica Danao

Title:	Contractor Contract Specialist, as signer for AT&T Title:
Date: 6/13/24	Date: 24 Jun 2024

RV7569

**AT&T and Customer Confidential
Information Page 1 of 9 ASAP!**

MIS Standard 2014 Rate Plan PS ADI 02/05/2022 ROME ID: 1-L3X0A1Z
AT&T Solution No. FMO716295923737

SR 1-OT4MT4N – In1216 – 5.24.2024 – rlr 1576914V1.0

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14709177

AT&T DEDICATED INTERNET PRICING SCHEDULE 1. SERVICES

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

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

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

*Price Stabilization does not apply to Services or Service Components that have been designated as grandfathered in the applicable Service

Publication as of the Pricing Schedule Effective Date (Previously Grandfathered Service/Service Components).
AT&T may change prices, discounts, terms or conditions for Previously Grandfathered Service/Service Components on 30 days' prior notice to Customer.

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

*The Minimum Payment Period does not apply to Previously Grandfathered Service/Service Components.

4. RATES (US Mainland, and HI only)

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Section I: AT&T Dedicated Internet 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: ADI Tele – Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI Installation Fee	Undiscounted ADI 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 ADI speeds of 100 Mbps and below and with electrical interfaces only. # Pricing also applies to Service locations in Alaska

AT&T and Customer Confidential

Information Page 2 of 9 ASAP!

MIS Standard 2014 Rate Plan PS ADI 02/05/2022 ROME ID: 1-L3X0A1Z AT&T Solution No. FMO716295923737

SR 1-OT4MT4N – In1216 – 5.24.2024 – rlr 1576914V1.0 Table

3: On-Site Installation

Discount: 100.00%

ADI Speed	Undiscounted ADI 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: LAN IP Block Size

IPv4 LAN IP Block Size	Undiscounted MRC	Discount
/28	\$112	0.00%
/27	\$224	0.00%
/26	\$448	0.00%
/25	\$896	0.00%

**AT&T and Customer Confidential
Information Page 3 of
11ASAP!**

MIS Standard 2014 Rate Plan PS ADI 02/05/2022 ROME ID: 1-L3X0A1Z
SR 1-OT4MT4N – In1216 – 5.24.2024 – rlr 1576914V1.0

AT&T Solution No. FMO716295923737

/24	\$1,792	0.00%
/23	\$3,584	0.00%
/22	\$7,168	0.00%
/21	\$14,336	0.00%
/20	\$28,672	0.00%
/19	\$57,344	0.00%

Table 5: Flexible Bandwidth Billing Option – Ethernet*

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
ADI & ADI 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

AT&T MA Reference No. eMSA UA III

AT&T PS Contract ID MIS14709177

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

3 Mbps	\$261	\$389	\$340
4 Mbps	\$262	\$390	\$325
5 Mbps	\$263	\$391	\$270
6 Mbps	\$264	\$392	\$250

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
7 Mbps	\$265	\$393	\$245
8 Mbps	\$266	\$394	\$235
9 Mbps	\$267	\$395	\$230
ADI & ADI w/ Managed Router Discount for the following: 87.00%			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
ADI & ADI 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
ADI & ADI 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

AT&T and Customer Confidential
 Information Page 6 of 15
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

90 Mbps	\$1,290	\$1,500	\$83.33
ADI & ADI 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
ADI & ADI 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
ADI & ADI w/ Managed Router Discount for the following:			Incremental Usage Fee Discount for the following:
400 Mbps	\$2,700	\$3,380	\$42.25
450 Mbps	\$3,000	\$3,720	\$41.33
500 Mbps	\$3,500	\$4,325	\$43.25
ADI & ADI w/Managed Router Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.			Incremental Usage Fee Discount: 10.00% Applies to all Tiered Bandwidth Minimum Commitments in this table unless an override discount is indicated.
Tiered Bandwidth Minimum Commitment	Undiscounted ADI MRC	Undiscounted ADI w/ Managed Router MRC	Undiscounted Incremental Usage Fee
550 Mbps	\$3,650	\$4,425	\$40.23
600 Mbps	\$4,096	\$4,840	\$40.33
622 Mbps	\$4,117	\$5,000	\$40.19

AT&T and Customer Confidential
 Information Page 7 of 15
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

ADI & ADI 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 6: Class of Service Option - Tiered T-1, T-3 and Burstable Service - Monthly Charges

Discount: 100.00%

Speed	Class of Service ADI & ADI w/ Managed Router MRC [#]
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

AT&T and Customer Confidential
 Information Page 8 of 15
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

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
Speed	Class of Service ADI & ADI w/ Managed Router MRC*
155 Mbps	\$2,750

* Charges waived for Sites with AT&T BVoIP Service.

**no real-time class available.

(†) Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 7: Class Of Service Option - Flexible Bandwidth Billing Option - Monthly Charges

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC **
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

AT&T and Customer Confidential
 Information Page 9 of 15
 ASAP!

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14709177

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**

9.01 to 10.0 Mbps	\$825
10.01 to 15.0 Mbps	\$1,075
15.01 - 20.0 Mbps	\$1,325
20.01 - 25.0 Mbps	\$1,575
25.01 - 30.0 Mbps	\$1,825
30.01 - 35.0 Mbps	\$2,100
35.01 - 40.0 Mbps	\$2,350
40.01 – 45 Mbps	\$2,750
45.01 – 155 Mbps	\$5,000
200 - 250 Mbps	\$5,400
300 - 350 Mbps	\$5,800
400 - 600 Mbps	\$6,200
622 Mbps	\$7,000
700 – 1000 Mbps	\$7,800
1.5 Gbps**	\$7,900
2.0 Gbps**	\$8,000
2.5 Gbps**	\$8,100
3.0 Gbps**	\$8,200
3.5 Gbps**	\$8,300
4.0 Gbps**	\$8,400
4.5 Gbps**	\$8,500
5.0 Gbps**	\$8,600
5.5 Gbps**	\$8,700
6.0 Gbps**	\$8,800
6.5 Gbps**	\$8,900
7.0 Gbps**	\$9,000

AT&T and Customer Confidential
Information Page 10 of 15
ASAP!

MIS Standard 2014 Rate Plan PS ADI 02/05/2022 ROME ID: 1-L3X0A1Z AT&T Solution No. FMO716295923737 SR 1-OT4MT4N – In1216 – 5.24.2024 – rlr 1576914V1.0

DeKalb County Contract No. 2000023

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

7.5 Gbps**	\$9,100
Speed	Undiscounted ADI & ADI w Managed Router MRC **
8.0 Gbps**	\$9,200
8.5 Gbps**	\$9,300
9.0 Gbps**	\$9,400
9.5 Gbps**	\$9,500
10.0 Gbps and up**	\$9,600

*Charges waived for Sites with AT&T BVoIP Service. ** Speed not available with MPLS PNT.

Pricing also applies to Service locations in Alaska.

Table 8: Class Of Service Option – Aggregate Billing Option - Monthly Charges**

Discount: 100.00%

Speed	Undiscounted ADI & ADI w Managed Router MRC **
T3 (up to 45 Mbps)	\$2,750
OC3 (up to 155 Mbps)	\$5,000
OC12 (up to 622 Mbps)	\$7,000
Ethernet (up to 1000 Mbps)	\$7,800
OC48 (up to 2500 Mbps)	\$8,100
10 Gigabit Ethernet (up to 10000 Mbps) and up	\$9,600

*Charges waived for Sites with AT&T BVoIP Service. **Not available with MPLS PNT.

Table 9: Class Of Service Option - Installation Fees

Discount: 100.00%

Class of Service Undiscounted Installation Fee**	\$1,000
--	---------

*Charges waived for Sites with AT&T BVoIP Service. # Pricing also applies to Service locations in Alaska.

AT&T and Customer Confidential
 Information Page 11 of 15
 ASAP!

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Table 10: Local Access without Diversity

Address	City	State	Zip	Access Bandwidth	Local Access NonRecurring Charge	Local Access Net Monthly Recurring Charge
1960 W EXCHANGE PL	Tucker	GA	30084	MIS Ethernet Access 10 Mbps	\$0.00	\$204.45

Section II: AT&T Business in a BoxSM

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

Discount: 100.00%

Service Component/Device	Undiscounted MRC*
Base Unit NextGen	\$50
Base Unit 12 Port	\$50
Base Unit 24 Port	\$70
Base Unit High Bandwidth	\$70

**AT&T and Customer Confidential
 Information Page 12 of 15
 ASAP!**

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

8 Port Analog Module Add-On	\$35
24 Port Analog Module Add-On	\$70

* Pricing also applies to Service locations in Alaska.

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

Discount: 100.00%

Option	Undiscounted MRC*
Base Unit NextGen	\$75
Base Unit 12 Port	\$75
Base Unit 24 Port	\$95
Base Unit High Bandwidth	\$95
8 Port Analog Module Add-On	\$40
24 Port Analog Module Add-On	\$80

* Pricing also applies to Service locations in Alaska.

Table 3: Life-Cycle Management Charges - Service Charges

Discount: 100.00%

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

* Pricing also applies to Service locations in Alaska.

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

Discount: 100.00%

Class of Service Monthly Charges	\$225*
----------------------------------	--------

* Pricing also applies to Service locations in Alaska. **Table**

5: IP Version Change

Discount: 100.00%

**AT&T and Customer Confidential
 Information Page 1315
 ASAP!**

AT&T MA Reference No. eMSA UA III
 AT&T PS Contract ID MIS14709177

**AT&T DEDICATED INTERNET
 PRICING SCHEDULE**

Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional \$500 per location*
IP Version Change – Per Site, Per Occurrence	\$500*

* Pricing also applies to Service locations in Alaska.

Section III: Additional Service Fees

Moving Fee (during hours)	\$1,000 per location*
---------------------------	-----------------------

of

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

This is the last page of the Pricing Document.

**AT&T and Customer Confidential
 Information Page 1415
 ASAP!**

MIS Standard 2014 Rate Plan PS ADI 02/05/2022 ROME ID: 1-L3X0A1Z
 SR 1-OT4MT4N – In1216 – 5.24.2024 – rlr 1576914V1.0

AT&T Solution No. FMO716295923737

AT&T MA Reference No. eMSA UA III
AT&T PS Contract ID MIS14709177

**AT&T DEDICATED INTERNET
PRICING SCHEDULE**
of

AT&T and Customer Confidential
Information Page 1515
ASAP!

MIS Standard 2014 Rate Plan PS ADI 02/05/2022 ROME ID: 1-L3X0A1Z
SR 1-OT4MT4N – In1216 – 5.24.2024 – rlr 1576914V1.0

AT&T Solution No. FMO716295923737

20240619-6732



AT&T ESInet™ (Emergency Services IP Network) PRICING SCHEDULE

PCS ID: 20240619-080

eMSA UAIII

AT&T MA Reference No.

Please sign by October 5, 2024.

Customer	AT&T
Dekalb County, Georgia Street Address: 1300 Commerce Drive City: Decatur State/Province: GA Zip Code: 30030 Country: USA	AT&T Enterprises, LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Carina Swain Title: Director Street Address: 1960 W Exchange PL City: Tucker State/Province: GA Zip Code: 30084 Country: USA Telephone: 4706056835 Email: crswain@dekalbcountyga.gov	Name: Jason Eckenstein Street Address: 1600 Williams St City: Columbia State/Province: SC Zip Code: 29201 Country: USA Telephone: 803-873-6225 Email: je4856@att.com Sales/Branch Manager: Matt Blanchet SCVP Name: Manager Sales Strata: 2014120318 Sales Region: EAST With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above and includes Attachment A Service Order.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By Dir:	By:
Name: Zachary L. Williams	Name: Laura Morales
Title: Executive Assistant/Chief Operating Officer	Title: Contractor Contract Specialist, as signer for AT&T
Date: 6/13/24	Date: 20 Jun 2024

hd142v

GSSO ATTUID: jp6186 pcs_processed_cs_approved 051324 RLR 1585790	AT&T and Customer Confidential Page 1 of 10	SF ID SR-679601 AT&T ESInet™ icb_sales_no_advance_pay ESInet_Rate_Plan v. 11/30/22
--	---	--

	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
--	--

AT&T ESInet™ PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Emergency Service IP Network™ (AT&T ESInet™)	See Exhibit A

AT&T ESInet™ will become generally available when the Service Guide is published and available at <http://new.serviceguide.att.com> or such other AT&T-designated location. Upon publication, such service description and other terms shall supersede the provisions of the Interim Service Guide, attached to this Pricing Schedule as Exhibit A.

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	60 months
Automatic Term Extension of Pricing Schedule	Where permitted by applicable law, successive 12 month periods, unless either party terminates the Automatic Term Extension via written notice to the other party, given at least sixty (60) days prior to the expiration date of Initial Term or then-current Automatic Term Extension. Where permitted by law, each party waives any right to receive notice prior to any such automatic extension.
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

	<p>For AT&T Administrative Use Only</p> <p style="text-align: right;"> Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____ </p>
--	--

**AT&T ESInet™
PRICING SCHEDULE**

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
Legacy Connections	100%	36 months
ESInet Network Connection	100%	36 months
ESInet Call Routing	100%	36 months
Local Access Connections	100%	60 months
Other Charges	100%	36 months

GSSO ATTUID: jp6186 pcs_processed_cs_approved 022324 RLR 1527419	AT&T and Customer Confidential Page 2 of 10	SF ID SR-592024 AT&T ESInet™ icb_sales_no_advance_pay ESInet_Rate_Plan v. 11/30/22
--	--	--

4. NOTICE OF 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

GSSO ATTUID: jp6186 pcs_processed_cs_approved 051324 RLR 1585790 DeKalb County Contract No. 2000023	AT&T and Customer Confidential Page 3 of 13	SF ID SR-679601 AT&T ESInet™ icb_sales_no_advance_pay ESInet_Rate_Plan v. 11/30/22
--	--	--

5. PRICING

5.1. Addition of Components to Customer's Schedule of Charges.

Discounts are applied at the Sub-Discount Category Level as specified below - No other discounts apply.

5.1.1 AT&T ESInet™ Sub-Discount Category – Legacy Connections

AT&T ESInet™ Sub-Discount Category – Legacy Connections	DISCOUNT: 2.5%
Service Component	Undiscounted Monthly Recurring Charge
Legacy Connection	\$22.00

5.1.2 AT&T ESInet™ Sub-Discount Category – ESInet Network Connections

AT&T ESInet™ Sub-Discount Category – ESInet Network Connections	DISCOUNT: 5.0%
Service Component	Undiscounted Monthly Recurring Charge
Mngd T1 Primary PSAP/Host Connection	\$1,690.00
Mngd 3MB Primary PSAP/Host Connection	\$1,710.00
Mngd 6MB Primary PSAP/Host Connection	\$1,755.00
Mngd 10MB Primary PSAP/Host Connection	\$1,805.00
Mngd 20MB Primary PSAP/Host Connection	\$1,905.00
Mngd 50MB Primary PSAP/Host Connection	\$2,140.00
Mngd 100MB Primary PSAP/Host Connection	\$2,415.00
Mngd T1 Secondary PSAP/Host Connection	\$305.00
Mngd 3MB Secondary PSAP/Host Connection	\$625.00
Mngd 6MB Secondary PSAP/Host Connection	\$670.00
Mngd 10MB Secondary PSAP/Host Connection	\$720.00
Mngd 20MB Secondary PSAP/Host Connection	\$820.00
Mngd 50MB Secondary PSAP/Host Connection	\$1,055.00
Mngd 100MB Secondary PSAP/Host Connection	\$1,330.00

	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
--	--

**AT&T ESInet™
PRICING SCHEDULE**

5.1.3 AT&T ESInet™ Sub-Discount Category – ESInet Call Routing Service

AT&T ESInet™ Sub-Discount Category – ESInet 9-1-1 Call Routing	
Total Contract Population Size / Undiscounted Monthly Recurring Charge*	DISCOUNT:
under 1M Population / MRC= \$220.00	59.09 %
*Rate shown is based on Total Contract Population. Population is calculated to the nearest thousand, rounded up. Each PSAP will be charged by multiplying this rate by the PSAP population served.	

5.1.4 AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections

Customer acknowledges that the election to NOT install diverse circuits covering the Last Mile connection to the PSAP. (i.e. the connection the APVN circuit demarcation and Customer Premises) results in a single connection. A single connection may result in a PSAP outage during routine or emergency maintenance, fiber cuts, or other events. AT&T strongly recommends the Customer purchase full last mile diversity.

AT&T ESInet™ Sub-Discount Category – Local Access Primary Connections	No Discounts applicable to below rates
Service Component	Monthly Recurring Charge
1960 W Exchange PI Tucker GA 30084 US	\$ 805.14
Special Construction Charge, if applicable, may apply under a separate contract.	

5.1.5 AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections

Customer acknowledges that the election to NOT install diverse circuits covering the Last Mile connection to the PSAP. (i.e. the connection the APVN circuit demarcation and Customer Premises) results in a single connection. A single connection may result in a PSAP outage during routine or emergency maintenance, fiber cuts, or other events. AT&T strongly recommends the Customer purchase full last mile diversity.

AT&T ESInet™ Sub-Discount Category – Local Access Secondary Connections	No Discounts applicable to below rates
Service Component	Monthly Recurring Charge
1960 W Exchange PI Tucker GA 30084 US	\$ 805.14
Special Construction Charge, if applicable, may apply under a separate contract.	

5.1.6 AT&T ESInet™ Sub-Discount Category – Professional Services

GSSO ATTUID: jp6186 pcs_processed_cs_approved 051324 RLR 1585790 DeKalb County Contract No. 2000023	AT&T and Customer Confidential Page 5 of 13	SF ID SR-679601 AT&T ESInet™ icb_sales_no_advance_pay ESInet_Rate_Plan v. 11/30/22
--	--	--

	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
--	--

**AT&T ESInet™
PRICING SCHEDULE**

AT&T ESInet™ Sub-Discount Category – Professional Services	Monthly Recurring Charge	Non Recurring Charge*
Service Component		
Prof Svcs - Addtnl Install & Materials	n/a	\$500.00
Professional Svcs - Custom Reports	\$100.00	\$500.00
Professional Svcs - GIS Services	n/a	\$500.00
*Non-Recurring Charge is billed in \$500 per hour increments		

5.1.7 AT&T ESInet™ Sub-Discount Category – Other Charges or Credits

AT&T ESInet™ Sub-Discount Category – Other Charges	No Discounts applicable to below rates		DISCOUNT: 0%	
	Monthly Recurring Charge	Non-Recurring Charge	Monthly Recurring Charge	Non-Recurring Charge
Secondary or Backup PSAP Charge	\$1,360	n/a		
FirstNet Wireless Backup (FNWB) Bundle			\$1,400.00	\$7,000.00
ESInet Cloud Interconnection			\$500.00	\$0.00

AT&T ESInet™ Sub-Discount Category – Other Charges	No Discounts applicable to below rates	
	Per hour rate	
Custom Report Development*	\$400.00	

* Will require a Statement of Work.

6. Initial Order

This Pricing Schedule is Customer's order for new Services and/or Service Components – See Attachment A. Customer's monthly, annual, and total prices for this Initial Order is \$66,090.43 per month, \$793,085.16 per year, and \$3,965,425.80 total for five years. Any additional years will be at the annual rate. This pricing is inclusive of the components listed on Attachment A. Attachment B may alter these amounts if submitted by Customer. Further, the pricing detailed in this paragraph is exclusive of any applicable fees or surcharges.

GSSO ATTUID: jp6186 pcs_processed_cs_approved 051324 RLR 1585790 DeKalb County Contract No. 2000023	AT&T and Customer Confidential Page 6 of 13	SF ID SR-679601 AT&T ESInet™ icb_sales_no_advance_pay ESInet_Rate_Plan v. 11/30/22
--	--	--

	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
--	--

**AT&T ESInet™
PRICING SCHEDULE**

Customer may request additional, or changes to, Services and/or Service Components by submitting a subsequent signed Change Order – see Attachment B.

ATTACHMENT A – AT&T ESInet™ INITIAL SERVICE ORDER

This Initial Service Order by and between AT&T Enterprises, LLC (“AT&T”) and County of DeKalb (“Customer”) represents Customer’s order for Service Components as specified below.

NOW, THEREFORE, in accordance with the mutually agreed upon change control process, AT&T and Customer hereby agree to amend the Pricing Schedule as follows:

1. **Initial Order:** Add Service Components as set forth below.
2. The Minimum Payment Period in the Pricing Schedule applies to all Service Components.
3. **Order Rates and Charges:** The Rates and Charges in the AT&T ESInet™ Pricing Schedule apply to all Service Components ordered under this Initial Service Order. . The quantities listed below must include all Service Components, including quantities. ordered under this Initial Service Order. The parties understand that any changes requested are cumulative to the original Service Order.

PSAP INFORMATION	
PSAP / Host Information	PSAP / Host Contact
Legal Name: DeKalb County GA 911	Name: Carina Swain
Street Address: 1960 W Exchange PL	Title: Director
City: Tucker State: GA Zip: 30084	Tel #: 4706056835
PSAP Population Served 587590	Email: crswain@dekalbcountyga.gov
Total Customer Population Contracted 587590	

AT&T CONTACT INFORMATION	
AT&T Sales Contact - Primary Contact	AT&T Contact - Additional Contact

	For AT&T Administrative Use Only Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____
--	--

**AT&T ESInet™
PRICING SCHEDULE**

Name: Jason Eckenstein	Name: Dana Weiss
Title: ASE	Title: TSC
Tel #: 8038736225	Tel #: 6156056789
Email: je4856@att.com	Email: dw8589@ATT.COM

LEGACY CONNECTIONS (Connection between the OSP demarc and AT&T ESInet demarc)	
DESCRIPTION	QUANTITY
Legacy Connection (Per DS0 Port)	344
ESInet NETWORK CONNECTIONS – PRIMARY CONNECTION (Connection from the Core Call Processing Node to the Customer demarc)	
DESCRIPTION	QUANTITY
Managed T1 Primary PSAP/Host Connection	
Managed 3MB Primary PSAP/Host Connection	1
Managed 6MB Primary PSAP/Host Connection	
Managed 10MB Primary PSAP/Host Connection	
Managed 20MB Primary PSAP/Host Connection	
Managed 50MB Primary PSAP/Host Connection	
Managed 100MB Primary PSAP/Host Connection	
ESInet NETWORK CONNECTIONS – SECONDARY CONNECTION (Redundant Connection from the Core Call Processing Node to the Customer Demarc)	
DESCRIPTION	QUANTITY
Managed T1 Secondary PSAP/Host Connection	
Managed 3MB Secondary PSAP/Host Connection	1
Managed 6MB Secondary PSAP/Host Connection	
Managed 10MB Secondary PSAP/Host Connection	
Managed 20MB Secondary PSAP/Host Connection	
Managed 50MB Secondary PSAP/Host Connection	
Managed 100MB Secondary PSAP/Host Connection	
LOCAL ACCESS PRIMARY CONNECTION	

	<p>For AT&T Administrative Use Only</p> <p style="text-align: right;"> Master Agreement No. _____ Pricing Schedule No. _____ Original Effective Date: _____ Effective Date of Amendment: _____ </p>
--	--

**AT&T ESInet™
PRICING SCHEDULE**

LOCATION	QUANTITY
1960 W Exchange PI Tucker GA 30084 US	1
LOCAL ACCESS SECONDARY CONNECTION*	
LOCATION	QUANTITY
1960 W Exchange PI Tucker GA 30084 US	1
*Special Construction Charge, if applicable, may apply under a separate contract.	
9-1-1 CALL ROUTING PLATFORM (9-1-1 Call Routing charges are based on the Total Customer Population contracted. Population is calculated to the nearest thousand, rounded up.)	
Population Size / Monthly Recurring Charge	under 1M Population / MRC= \$220.00

PROFESSIONAL SERVICES		
SERVICE COMPONENT	QUANTITY	NUMBER OF HOURS
Prof Svcs - Addtnl Install & Materials	n/a	
Professional Svcs - Custom Reports		
Professional Svcs - GIS Services	n/a	
*Non-Recurring Charge is billed in \$500 per hour increments		

OTHER CHARGES	
DESCRIPTION	QUANTITY
Secondary or Backup PSAP Charge	
FirstNet Wireless Backup (FNWB) Bundle	
ESInet Cloud Interconnection	4



ATTACHMENT B – AT&T ESInet™ CHANGE ORDER

This Change Order by and between AT&T Enterprises, LLC (“AT&T”) and County of DeKalb (“Customer”) represents Customer's order for new, additional and/or modification of Service Components. This Change Order is incorporated into and made a part of the AT&T ESInet™ Pricing Schedule last signed on _____, (“Pricing Schedule”) and is effective when Customer signs this Change Order.

NOW, THEREFORE, in accordance with the mutually agreed upon change control process, AT&T and Customer hereby agree to amend the Pricing Schedule as follows:

1. **Change Requested:** Add or change Service Components as set forth below. (Check only one)
 New Add Modify

2. The Minimum Payment Period in the Pricing Schedule applies to all Service Components.

3. **Subsequent Order, Rates and Charges:** The Rates and Charges in the AT&T ESInet™ Pricing Schedule apply to all Service Components ordered or modified under this Change Order. The quantities listed below must include all Service Components, including quantities, ordered or modified under this Change Order. The parties understand that any changes requested are cumulative to the initial Service Order.

PSAP INFORMATION	
PSAP / Host Information	PSAP / Host Contact
Legal Name:	Name:
Street Address:	Title:
City: State: Zip:	Tel #:
PSAP Population Served	Email:
Total Customer Population Contracted	

AT&T CONTACT INFORMATION	
AT&T Sales Contact - Primary Contact	AT&T Contact - Additional Contact
Name:	Name:
Title:	Title:

Tel #:	Tel #:
Email:	Email:

LEGACY CONNECTIONS (Connection between the OSP demarc and AT&T ESInet demarc)	
DESCRIPTION	QUANTITY
Legacy Connection (Per DS0 Port)	
ESInet NETWORK CONNECTIONS – PRIMARY CONNECTION (Connection from the Core Call Processing Node to the Customer demarc)	
DESCRIPTION	QUANTITY
Managed T1 Primary PSAP/Host Connection	
Managed 3MB Primary PSAP/Host Connection	
Managed 6MB Primary PSAP/Host Connection	
Managed 10MB Primary PSAP/Host Connection	
Managed 20MB Primary PSAP/Host Connection	
Managed 50MB Primary PSAP/Host Connection	
Managed 100MB Primary PSAP/Host Connection	

AT&T and Customer Confidential Page 8 of 10	AT&T ESInet™ sales attach_b_change_order v. 11/30/22
---	---

ATTACHMENT B – AT&T ESInet™ CHANGE ORDER

ESInet NETWORK CONNECTIONS – SECONDARY CONNECTION (Redundant Connection from the Core Call Processing Node to the Customer Demarc)	
DESCRIPTION	QUANTITY
Managed T1 Secondary PSAP/Host Connection	
Managed 3MB Secondary PSAP/Host Connection	
Managed 6MB Secondary PSAP/Host Connection	
Managed 10MB Secondary PSAP/Host Connection	
Managed 20MB Secondary PSAP/Host Connection	
Managed 50MB Secondary PSAP/Host Connection	
Managed 100MB Secondary PSAP/Host Connection	
LOCAL ACCESS PRIMARY CONNECTION	
LOCATION	QUANTITY
<enter Site Address>	
<enter Site Address>	
<enter Site Address>	

LOCAL ACCESS SECONDARY CONNECTION*	
LOCATION	QUANTITY
<enter Site Address>	
<enter Site Address>	
*Special Construction Charge, if applicable, may apply under a separate contract.	
9-1-1 CALL ROUTING PLATFORM (9-1-1 Call Routing charges are based on the Total Customer Population contracted. Population is calculated to the nearest thousand, rounded up.)	
Population Size / Monthly Recurring Charge	<Select Population size>

PROFESSIONAL SERVICES		
SERVICE COMPONENT	QUANTITY	NUMBER OF HOURS
Prof Svcs - Addtnl Install & Materials	n/a	
Professional Svcs - Custom Reports		
Professional Svcs - GIS Services	n/a	
*Non-Recurring Charge is billed in \$500 per hour increments		

OTHER CHARGES	
DESCRIPTION	QUANTITY
Secondary or Backup PSAP Charge	
FirstNet Wireless Backup (FNWB) Bundle	
ESInet Cloud Interconnection	

Except as modified herein, all rates, terms and conditions of the Pricing Schedule remain in full force and effect. In the event of a conflict between the terms and conditions contained in this Change Order and the referenced Pricing Schedule, the terms of this Change Order control.

Customer (by its authorized representative)
By:
Printed or Typed Name:
Title:

ATTACHMENT B – AT&T ESInet™ CHANGE ORDER

Date:

EXHIBIT A

AT&T Emergency Service IP Network™ (AT&T ESInet™)

The Service is an emergency (9-1-1) call routing solution designed for use in the nationwide transition and adoption of Next Generation 9-1-1 (NG 9-1-1) technology. The AT&T Emergency Service IP Network™ (AT&T ESInet™) Service Guide consists of the following parts:

- Service Description (SD)
- Service Level Agreement (SLA)

In addition, [General Provisions](#) apply.

Service Description (SD)

1. Geographic Availability

The Service is available within most of the continental United States of America to State, County, Regional 9-1-1 authority or other government entity responsible for providing 9-1-1 service. AT&T will expand the availability of the Service as resources and contractual commitments allow. The Service is not available to federal agencies, the military or entities that design their own emergency response systems.

2. General Description

The Service is a resilient call routing service utilizing AT&T's nationwide IP network and 9-1-1 services to route and deliver 9-1-1 calls from any Originating Service Provider (OSP) to a designated Public Safety Answering Point (PSAP). The originating call received from AT&T's wireline or mobility networks and from OSPs' networks is routed through AT&T's network to IP-based 9-1-1 application systems that identify the PSAP to which the call should be delivered. The call is then routed over a fully redundant AVPN network to the Network Terminating Equipment (NTE) located at the appropriate PSAP. The Service is designed to handle call routing and delivery of IP-based 9-1-1 voice calls and data. In addition to supporting VoIP calls from mobility and land lines, the Service also supports SMS to 9-1-1 text messaging, location-based services such as Automatic Location Identification (ALI) and Automatic Number Identification (ANI) over a managed IP network. The Service is designed to support the applicable functional elements to the National Emergency Number Association (NENA) i3 Standards, NENA Technical Standard 08-003. The Service supports call delivery to both IP-enabled NENA i3 PSAP CPE hosts as well as legacy PSAP CPE hosts that are not yet IP-capable. The Service includes management of incoming 9-1-1 calls from Originating Service Provider (OSP) networks. Collectively, these capabilities are referred to as the "Service".

3. Connections to AT&T ESInet™ Service

3.1. Originating Service Providers (OSP)

The Service provides two Points of Interface (POIs) to enable each Originating Service Provider (OSP) to deliver their originating 9-1-1 calls to the Service ingress in a TDM format. The Service supports protocol conversion between TDM and IP at the Legacy Network Gateway (LNG).

The Customer is responsible for providing a complete list of their Originating Service Providers (OSP), including Mobile Position Center (MPC) and Voice Positioning Center (VPC) service providers upon contract execution. In addition, Customer shall cooperate with AT&T in notifying the applicable OSP, MPC and VPC of the network changes and in preparing any other documents necessary to implement the network changes. Failure to provide a complete list may result in delays in network notifications going to the OSPs, MPC and VPC. These delays may result in a postponement of the Service Activation Commitment Date.

The Customer shall cooperate with AT&T to ensure that all OSPs connect to the AT&T ESInet POIs at a time designated jointly by AT&T and the Customer. When requested, Customer shall grant AT&T documented authority (e.g., a Letter of Authorization or other similar documentation) in order to act on

PSAP's behalf in, among other things: notifying affected OSPs that AT&T is the new provider of emergency call routing services to PSAPs; designating the AT&T ESInet POIs as the PSAP's point of delivery of 9-1-1 traffic; notifying OSPs as to any new requirements for the OSPs' delivery of 9-1-1 traffic to the AT&T ESInet POIs, including trunking requirements; and notifying affected OSPs of the terms and conditions pertaining to their delivery of 9-1-1 traffic to the AT&T ESInet POIs. When necessary, PSAP shall cooperate in taking such actions as may be necessary to coerce uncooperative OSPs to begin delivering 9-1-1 traffic to the AT&T ESInet POIs, including bringing complaints or other similar proceedings to the state's regulatory authorities and/or courts of competent jurisdiction.

Customer acknowledges that the migration of OSPs to the AT&T ESInet POIs will be a gradual process and that during this process some OSPs will continue to deliver their 91-1 traffic to Customer's former provider of emergency call routing services. Customer agrees to maintain and pay for its existing emergency call routing services with its current service provider, including, but not limited to, selective routers and emergency traffic trunking arrangements, until such time as AT&T informs Customer that such arrangements are no longer necessary and may be discontinued.

3.2. Legacy Connection

The legacy connection is the point where the OSP TDM trunk terminates on the AT&T ESInet i.e. a point of interface (POI or demarcation) from the OSP and if applicable, the Legacy Selective Router to the AT&T ESInet.

3.3. ESInet Network Connection

The Service offers PSAP Customers primary and secondary connections to the ESInet. AT&T recommends secondary connections for redundancy to each PSAP or Host. If Customer orders a primary and secondary connection AT&T will provide AT&T VPN port POP diversity, where available. One Local Access Connection is required for each AT&T ESInet network connection.

(See access diversity and special construction as specified in the Local Access Connections section of this Service Description). Each PSAP Customer ESInet network connection includes the following components: (i) MPLS port used to communicate with the core call processing node; (ii) Network Termination Equipment (NTE); (iii) installation, including basic inside wiring; and (iv) NTE maintenance and ongoing management.

3.4. Local Access Connections

The Service requires a Local Access Connection (LAC) for each ESInet network connection. The LACs provide the local loop to connect the ESInet network connection NTE to the AT&T MPLS port. Local Access with route diversity can be provided via diverse serving wire centers, where available, between the primary and secondary connections. In addition, layer 2 ethernet access POP diversity can be provided, where available, for the LAC and the primary and secondary connections.

4. 9-1-1 Call Routing Functions and Charges; Customer's Served Population

The Service provides routing functions to process inbound emergency calls from the source location to a Valid Destination. "Valid Destination" means correct primary or alternative PSAP, PSTN, or tone/treatment. The Service performs routing which utilizes legacy tabular ALI records or PSAP provided geo-spatial records.

Customer is responsible for a monthly recurring charge (MRC) for call routing services as set forth in Customer's Pricing Schedule.

These MRCs are based upon the population served by Customer PSAP(s).

For billing purposes, the population used for ESInet call routing charges will be the population served by the Customer in Customer's designated PSAP boundaries obtained from the most current information available from the U.S. Census Bureau upon Service Order Acceptance rounded up to the nearest 1,000 in population. Each year, AT&T may at its option, adjust the billed population based on updated U.S Census data. In instances where the U.S Census Bureau does not provide for the appropriate population served by a given Customer an alternative source will be selected.

4.1. Automatic Location Identification (ALI)

If AT&T administers the ALI database, the Service will include conversion from legacy ALI to the AT&T ESInet™ ALI services. If AT&T does not administer the ALI database (Foreign ALI), the Service will support the following functions:

- update file from the legacy Selective Router Database (SRDB),
- accept Function of Code Routing (FOCR) feed, and
- support legacy ALI query bid functionality.

Additional cost may apply for connections to Foreign ALI databases.

Customer is responsible for the maintenance, validation and accuracy of the ALI.LDB GIS/MSAG data and any Foreign ALI service provider charges.

4.2. Call Transfer/Bridging

The Service supports 9-1-1 call delivery as well as advanced calling features such as conference bridging and call transfers. The Service does not support the initiation of outbound calls. The initial call handler and subsequent call handlers may bridge one or more participants to the call. The Service also supports the ability for a call taker to manually transfer a call. For PSAP to PSAP transfers between entities that are utilizing AT&T ESInet™, the transfer will include location information provided the destination is an i3 PSAP. The Service also allows transfers off of the AT&T ESInet service utilizing Voice over Internet Protocol (VoIP) technology to any Public Switched Telephone Network (PSTN) telephone number, however, ANI will not be provided for such offnet transfers.

If customer requires, the Service will enable 9-1-1 call transfers to neighboring PSAPs not on the ESInet but served by a foreign legacy selective router. If available, these call transfers will include ANI data passed to the PSAPs call handling CPE.

4.3. Text to 9-1-1 Routing

Where Text to 9-1-1 is available, the Service enables PSAPs to receive emergency requests via SMS text messages by connectivity from the Text Control Center (TCC) to the PSAP through AT&T ESInet. The Service's designated TCC may receive messages originated from other TCCs. The Service supports text routing and delivery to a PSAP TTY device and IP enabled PSAP call handling CPE. The Service does not support delivery of text message to a PSAP web browser.

The Service provides Text to 9-1-1 routing functions to process inbound SMS emergency requests from the TCC to a Valid Destination and can use policy routing rules as defined by the PSAP including alternate routing and overflow calls.

The Service utilizes private MPLS connectivity and Class of Service (CoS) packet prioritization to promote optimal delivery of text and voice calls. Once received by the Service, text and voice delivery to the PSAP does not traverse the public internet. The Customer is responsible for request for service (RFS) from wireless carriers, all text to 9-1-1 compatible call handling equipment, associated software licenses and maintenance support of PSAP CPE used to support text to 9-1-1. Additional TCC charges may apply through the Customer's agreement with the TCC service provider. The customer is also responsible for obtaining necessary jurisdictional agreements required for definition and implementation of Text to 9-1-1 policy routing rules.

5. Equipment

5.1. Network Termination Equipment

The AT&T ESInet™ Network Termination Equipment is shipped to customer and installed at each contracted PSAP or host location. Customer is responsible for the storage of the equipment. The equipment includes a cabinet with a router; a switch; and other network edge elements for connections, to either a TDM- or IP-enabled PSAP or host. Customer is responsible for ensuring that suitable space, power, ground, and environmental controls are available for the NTE.

5.1.1. Network Termination Equipment Installation

- Inside wire extensions related to the installation of the NTE include the following:
 - AT&T will provide and install/ test two (2) 4-pair plenum rated, unshielded twisted pair (UTP) CAT5e cables - up to two hundred (200) feet
 - AT&T will install up to two (2) 2-port surface mount block with RJ-45 snap-in jacks (or similar configuration) and four (4) 10ft non-plenum rated CAT5e patch cords.
- Installation and basic inside wiring limitations:
 - Ceiling can be no more than 10 feet in height in any areas, are open and free of insulation or other obstructions, has easily accessible drop-in panels or is solid with easy access crawl space.
 - Walls are open to run cable through, are free of insulation or other obstructions, and are easily fishable.
 - All existing conduits/inner ducts that are to be used are free and clear with pull strings, adequate pull boxes, and sufficient capacity for installations are required. All conduits/inner ducts must be owned by the customer.
 - Special equipment is not required (e.g. scissors lifts, extension ladder, hammer drill, concrete saw, jackhammer, etc.).
 - Sufficient space in the computer room, telephone closet, equipment room, or electrical room to install cables.
 - No work shall be done in any area that has been certified or suspected as being an asbestos hazard.
- Exclusions:

The following are not included with the inside wire extensions and may be addressed in the Change Control Process for an additional charge:

 - Removal and/or replacement of interlocking ceiling tiles.
 - Core drilling, conduit/inner duct material and placement or sleeve placement.
 - Installation of backboards.
 - Signal repeaters/extenders and media converters.
 - Patch panels.
 - Any wire racks, J-hooks or any other form of formal wire management.
 - All copper extensions exceeding two hundred (200) feet.
 - All fiber/optical/coax extensions.
 - Wire molding.
 - Power/communication poles.

5.1.2. NTE maintenance and ongoing management

The Service includes maintenance support and ongoing management of the Network Terminating Equipment at the Customer premise.

5.2. PSAP Abandonment Device (PAD)

The Service also includes a PSAP abandonment function if desired which enables 9-1-1 calls to be re-routed to a pre-provisioned alternate destination if a PSAP is unable to receive and answer calls. The Service includes one PSAP Abandonment Device at each PSAP or host location where AT&T ESInet equipment and connections are provided. PAD installation at remote locations from a host are not supported.

In cases where the Customer PSAP does not have a PAD, AT&T will perform the abandonment function based on PSAP's request to the AT&T 9-1-1 Resolution Center.

6. PSAP Deployment Configurations

The Service demarcation point is at the Network Terminating Equipment at each call handling host location. The PSAP CPE may include IP routers, ethernet network switches and optional legacy PSAP gateways for non-IP enabled PSAPs. The Customer is responsible for the call handling equipment (PSAP CPE) and LAN/WAN network connectivity between the call handling host and the NTE. Customer is responsible for compatibility of PSAP CPE connected to AT&T ESInet and all associated licenses, maintenance, upgrades and support issues arising out of or related to such PSAP CPE. The PSAP can choose from one of the following deployment configurations:

Legacy PSAP

Supports non-IP enabled PSAPs that require the use of Centralized Automated Message Accounting (CAMA) signaling for the PSAP CPE.

Locally Hosted IP PSAP

Supports locally hosted PSAP IP call handling controller utilizing either NENA i3 or ATIS RFAI protocols. **Host/Remote**

Supports PSAP customers that utilize a centrally hosted call handling controller to provide call delivery to multiple PSAPs e.g., multi-node deployments.

7. Monitoring

The Service shall be managed and monitored 7x24x365 to detect anomalies and disruptions in connectivity for call delivery.

8. Reports

The Service provides standard call metric reports with data on calls received by the PSAP upon request. The standard call metric reports are listed below:

- Event counts per hour
- Event counts by routing reason and destination
- Event counts by type
- Event counts by incoming trunk group
- Bridge call summary
- Routing database processing
- Event setup time

9. Professional Services

The Service includes installations work as specified in the PSAP Deployment Configurations section, the ESInet Network Connections section and the NTE Installation section of this Service Guide. If during the site survey, it is determined that additional installation is required, then additional installation and material charges will apply as detailed in a separate Statement of Work (SOW) utilizing the AT&T change control process. For example, additional installation and materials, (e.g.: extra wiring or creating a suitable environment for the NTE and/or PAD) may be needed to maintain a proper ESInet Network Connection.

At the Customer's request, installation and/or non- service affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

10. Service Components: Billing and Pricing

10.1. Legacy Connections

The legacy connection is billed at a rate per DS0 port on a monthly basis at the rates set forth in Customer's Pricing Schedule. Legacy E9-1-1 charges may continue to apply during and after the transition to AT&T ESInet as per applicable tariffs or Customer agreement with Customer's legacy E9-1-1 provider. Such charges are Customer's responsibility and not that of AT&T.

10.2. ESInet Network Connections

The ESInet Network Connections are determined based on the Customer's requirements for port speed and on the number of concurrent calls into each PSAP or host location or host as set forth in the table below. AT&T will bill Customer for the applicable ESInet Network connections at the prices set forth in Customer's Pricing Schedule.

ESInet Network Connections	
AVPN Port Speed	Maximum Number of Concurrent Calls
T1 / 1.5 Mbps	15
3 Mbps	30
6 Mbps	60
10 Mbps	100
20 Mbps	200
50 Mbps	500
100 Mbps	1000

10.3. ESInet 9-1-1 Call Routing

The Service will support 9-1-1 call routing as described in S.D. 1.2 (9-1-1 Call Routing Functions) of this Service Guide. ALI charges are included in the ESInet 9-1-1 Call Routing population tiers as set forth in Customer's Pricing Schedule.

10.4. Local Access Connections

The Customer is responsible for the monthly recurring fees for both the primary and secondary local access connections. Charges for the Local Access Connections will be billed at the rate set forth in Customer's Pricing Schedule. In addition, the Customer will be responsible for any Special Construction charges, if applicable, (as detailed in the General Provisions) that may be required in order to support Local Access Diversity. Special Construction charges will be billed at the rates agreed upon by Customer and AT&T.

10.5. Professional Services

Professional Services that are purchased in connection with the Service will be detailed in a separate Statement of Work (SOW).

10.6. Other Charges

10.6.1. Secondary or Backup PSAPs (Optional Feature)

The Service provides for an optional secondary or backup PSAP as may be requested by Customer.

Secondary PSAP

As an optional service, the Service will support secondary PSAPs in the jurisdiction of the primary PSAP. A secondary PSAP will only receive calls transferred from a primary PSAP. Primary ESInet Network connection is required and Secondary ESInet Network Connections is recommended at the Secondary PSAP. No additional ESInet 9-1-1 Call routing charges apply to Secondary PSAPs.

Backup PSAP

As an optional service, the Service will support back up PSAPs in the service area of the primary PSAP, such as an Emergency Operations Center (EOC). Backup PSAPs will only receive calls during periods when a Primary PSAP has been abandoned, or otherwise rendered incapable of receiving calls. Primary ESInet Network Connection is required and Secondary ESInet Network Connections is recommended at the Back up PSAP. No additional ESInet 9-1-1 Call Routing charges apply to Backup PSAPS.

Charges for Secondary PSAPs and Backup PSAPs will be billed at the rates set forth in Customer's Pricing Schedule.

11. Service Activation and Billing

- **Service Activation Committed Date**

AT&T will establish a Service Activation Committed Date after receipt of a Service Order. The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed service component will be made available to customer.

- **Service Activation Date and Service Activation**

The Service Activation Date for the Service and/or Service Component occurs when AT&T provides notice that the Service transition is complete and the Service and /or Service Component is available for use by the PSAP or Host location. Service Activation is deemed to have occurred regardless of the readiness of the Customer Premise or the provision status of other Customer components.

Customer has 30 days from AT&T's notice of Service Activation to provide written notice of any issues with the Service. Upon completion of such corrective actions AT&T shall provide a new notice of Service Activation, and the Customer will have 30 days from receipt of the new Service Activation Date to provide AT&T written notice on any remaining issues with the Service. If Customer does not provide written notice of an issue by the end of 30 days, then it shall be deemed that Customer accepted the Service.

- **Billing**

AT&T ESInet Service charges are applicable upon Service Activation of the Service.

If AT&T is unable to install or otherwise complete the Service Activation due to a delay caused by Customer (including the Customer or Customer Site not being ready), AT&T may begin billing for the Service and/or Service Component.

12. Order Cancellation

The Minimum Payment Period (MPP) for each service component provided by AT&T ESInet is noted in the Pricing Schedule. The Minimum Payment Period will start upon Service Activation. If the Customer terminates Service or a service component at a Site prior to the completion of a Minimum Payment Period, Customer shall pay Termination Charges for services equal to one-hundred percent (100%) of the monthly recurring charges for the months remaining in the MPP per service component.

For local access and special construction, an equitable adjustment in the contract price shall be made to AT&T for completed service, including amounts that are due to any Local Access provider(s), but no amount shall be allowed for anticipated profit on unperformed services.

13. Policies and Procedures

Customer shall be responsible for complying with the policies and procedures for the use of AT&T ESInet that AT&T may issue from time to time. Any policies and procedures issued by AT&T shall not take precedence over the terms of Customer's agreement, Customer's Pricing Schedule or this Service Guide.

Such policies and procedures will address, among other things, ordering procedures, customer service issues and maintenance windows

14. Glossary

Glossary	
Term/Acronym	Description/Definition
9-1-1	A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.
Aggregation Sites	A regional AT&T Central Office location that houses the Legacy Network Gateway (LNG) which delivers IP traffic to a Core Processing Node, and has the ability to convert legacy TDM traffic to IP traffic.
Automatic Location Identification (ALI)	The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
Automatic Number Identification (ANI)	Telephone number associated with the access line from which a 9-1-1 call originates.
AT&T Virtual Private Network (AVPN)	An encrypted tunnel between a pair of network components that provides secure communications across a public network like the Internet.
Glossary	
Term/Acronym	Description/Definition
Border Control Function (BCF)	Provides session border control and firewall functionality in accordance with the NENA 08-003 specification. The BCF inspects, modifies and controls Session Initiation Protocol (SIP) signaling and associated media where the ESInet and agency interconnect and where the ESInet connects with service provider networks. The BCF mitigates security threats, resolves interoperability problems and ensures reliable SIP-based communications.

Call Bridging	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added
Call Routing	The capability to selectively route the 9-1-1 call to the appropriate PSAP.
Call Transfer	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.
Centralized Automatic Message Accounting (CAMA)	An automatic message accounting system that records data regarding user-dialed calls and serves more than one switch from a central location.
Central Office (CO)	A telephone company building in which telephone equipment is installed and where the outside cable plant connects to the Central Office switches. The location where telephones are switched in the local loop. Also called a local office or end office. A Local Exchange Company (LEC) location from which it furnishes telecommunications services.
Class of Service (CoS)	A parameter used in data and voice protocols to differentiate the types of payloads contained in the packet being transmitted. The objective of such differentiation is generally associated with assigning priorities to the data payload or access levels to the telephone call.

Glossary	
Term/Acronym	Description/Definition
Core Call Processing Node	A common computing infrastructure that enables centralized IP call routing services and application control and management for the overall AT&T ESInet™ solution infrastructure

Customer	<p>NG 9-1-1 Customer” means a municipality or other state or local government unit, or an authorized agent of one</p> <p>(1) or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one (1) telephone number (9-1-1) and which have purchased AT&T ESInet™ Service, NG 9-1-1 Customers may consist of one PSAP or several PSAPs, in which case, such PSAPs are “affiliates” of the NG 9-1-1 Customer.</p>
Customer Premises	A location designated by the Customer for the purposes of connecting to the Service(s).
PSAP Customer Premises Equipment (CPE)	Refers to equipment provided by Customer at the demarc on Customer Premises.
E9-1-1	<p>A telephone system which includes network switching, database and Public Safety Answering Point premises elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.</p> <p>The term also includes any enhanced 9-1-1 service so designated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 04-4-46 and 05-196, or any successor proceeding.</p>
Emergency Call Routing Function (ECRF)	A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geocoordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
Glossary	

Term/Acronym	Description/Definition
--------------	------------------------

Emergency Service IP Network (ESInet)	ESInets use broadband, packet switched technology capable of carrying voice plus large amounts of varying types of data using Internet Protocols and standards. ESInets are engineered, managed networks, and are intended to be multi-purpose, supporting extended Public Safety communications services in addition to 91-1.
Emergency Service Number (ESN)	An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical) service that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).
Emergency Services Routing Proxy (ESRP)	An i3 functional element which is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.
End Office (EO)	The telephone-switching center that initiates a 9-1-1 call. Also known as Central Office (CO).
Function of Code Routing (FOCR)	A standard vehicle for exchanging the information needed to enable selective routing and ALI steering between competitive database providers.
Geographic Information System (GIS)	A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.
i3 Public Safety Answering Point (i3 PSAP)	A PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA specifications for such PSAPs.
Internet Protocol (IP)	A protocol used for communicating data across a packet switched internetwork using the Internet Protocol Suite (TCP/IP).

Legacy Network Gateway (LNG)	A signaling and media interconnection point between callers in legacy wireline/wireless originating networks and the i3 architecture, so that i3 PSAPs are able to receive emergency calls from such legacy networks.
Glossary	
Term/Acronym	Description/Definition
Legacy PSAP Gateway (LPG)	An NG9-1-1 Functional Element which provides an interface between an ESInet and an un-upgraded PSAP. Ref: NENA 08-003
Legacy Selective Router (LSR)	The LSR provides an interface between a 91-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG91-1.
Local Access Connection (LAC)	The physical link or circuit that connects the telecommunication service providers network to the AT&T ESInet demarcation point
Mobile Positioning Center (MPC)	The MPC is a Functional Entity that provides an interface between the wireless originating network and the Emergency Services Network. The MPC/GMLC retrieves, forwards, stores and controls position data within the location services network. It interfaces with the location server (e.g., Position Determining Entity (PDE)) for initial and updated position determination. The MPC/GMLC restricts access to provide position information only while an emergency call is active.
Multiprotocol Label Switching (MPLS)	A type of data-carrying technique for highperformance telecommunication networks. MPLS directs data from one network node to the next based on short path labels rather than long network addresses, avoiding complex lookups in a routing table.

National Emergency Number Association (NENA)	The National Emergency Number Association is a notfor-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
Network Termination Equipment (NTE)	Company provided equipment that allows proper connections, management and monitoring to either a legacy or IP enabled PSAP or Host. Equipment may include: cabinets with Router, Switch or other Network edge equipment.
Glossary	
Term/Acronym	Description/Definition
Nonrecurring Charge (NRC)	The initial charge, usually assessed on a onetime basis, to initiate and establish service.
Next Generation 9-1-1 (NG 9-1-1)	NG 9-1-1 is an Internet Protocol (IP)based system comprised of managed Emergency Services IP networks (e.g., AT&T ESInet™), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency service organizations.
Offnet	Other networks or telephone numbers outside of the Customer AT&T ESInet. For example: non-emergency stations outside of the Customer contracted ESInet.
Originating Service Provider (OSP)	The telephone service provider that will be delivering NG 9-1-1 traffic to the AT&T ESInet™ via the AT&T DACS.

PSAP Abandonment Device (PAD)	The PAD is a device that can be used when a PSAP is abandoned due to a catastrophic event or to support manned versus unmanned operating hours.
-------------------------------	---

Points of Interconnection (POIs)	Used to show the physical interface between two different carriers, such as a local exchange carrier (LEC) and a wireless carrier or an LEC and an Interexchange Carrier (IXC). This demarcation point often defines responsibility as well serving as a point for testing.
----------------------------------	---

Points of Presence (POP)	The point at which two or more different networks or communication devices build a connection with each other.
--------------------------	--

Public Safety Answering Point (PSAP)	Public Safety Answering Point (PSAP): An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy.
--------------------------------------	--

Public Switched Telephone Network (PSTN)	The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America. The phone system, including the Network.
--	--

Glossary

Term/Acronym	Description/Definition
Recurring Charges	The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.
Selective Router Data Base (SRDB)	The routing table that contains telephone number to ESN relationships which determines the routing of 9-1-1 calls.
Session Initiation Protocol (SIP)	A signaling protocol, widely used for setting up and tearing down multimedia communications sessions such as voice and video calls over the internet.
Service Activation Commitment Date	The mutually agreed upon date that a new, moved or changed service component will be made available to customer.

Signaling Transfer Point (STP)	A router that relays SS7 messages between signaling end-points (SEPs) and other signaling transfer points (STPs). Typical SEPs include service switching points (SSPs) and service control points (SCPs).
Short Message Service (SMS)	A service typically provided by mobile carriers that sends short (160 characters or fewer) messages to an endpoint. SMS is often fast, but is not real time.
Text Control Center (TCC)	In the Text to 9-1-1 service the Text Control Center (TCC) network element provides the interworking function between SMS messages from/to a Commercial Mobile Service Provider (CMSP) and to/from the PSAP.
TTY Device	A type of machine that allows people with hearing or speech disabilities to communicate over the phone using a keyboard and a viewing screen. It is sometimes called a TDD.
Time Division Multiplexing (TDM)	A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
Telephone Number (TN)	A unique combination of ten digits that identifies the equipment used to place and receive calls.
Glossary	
Term/Acronym	Description/Definition
Trunk	A network communication path connecting two switching systems. A Central Office circuit terminating in the telephone equipment on the customer's premises. A circuit between CO and the PSAP.
Valid Destination	The correct primary or alternate PSAP, PSTN or tone/treatment designated by the PSAP.

Voice over Internet Protocol (VoIP)	Technology that permits delivery of voice calls and other real-time multimedia sessions over IP networks.
VoIP Positioning Center (VPC)	The VoIP Positioning Center (VPC) is the element that provides routing information to support the routing of VoIP emergency calls and cooperates in delivering location information to the PSAP over the existing ALI DB infrastructure. The VPC supports access to the routing data in the ERDB.

Service Level Agreement (SLA) 1. General AT&T ESInet™ SLA Terms

1.1. General SLA Terms

AT&T has established performance objectives for its AT&T ESInet™ Service. While AT&T does not guarantee performance, AT&T will provide credits to an eligible Customer when a performance objective is not met. The performance objectives and the associated credits shall be referred to as a Service Level Agreement or "SLA." If a SLA states that a Customer is eligible for an AT&T ESInet SLA credit, this means that the Customer is eligible to receive specified credit associated with a missed service level objective, subject to the terms, definitions and any exclusions or limitations stated herein. All SLA credits are limited to, and will be credited against, Customer's MRCs for call routing services at an affected Customer site.

1.1.1. Definitions

"Outage" is defined as an occurrence within the AT&T ESInet Service (including managed NTE and/or the AT&T-provided access) that results in the inability of Customer to receive or transfer ESInet calls for more than one minute.

"Maintenance" time can be either for "Scheduled Maintenance" or "Emergency Maintenance". "Scheduled Maintenance" is maintenance, repair or updating activities that are performed during a maintenance window established by AT&T or a maintenance window agreed to by AT&T and Customer. AT&T may also perform Scheduled Maintenance by providing Customer a minimum of five (5) business days' notice prior to the day the Scheduled Maintenance will occur. "Emergency Maintenance" is unscheduled maintenance, repair or updating activities that are necessary in order to protect AT&T facilities, network services or the security of Customer equipment or property. AT&T will attempt to provide reasonable notice to the Customer when AT&T determines that it is required to perform Emergency Maintenance prior to the maintenance activity being performed. **1.1.2. SLA Claims**

To be eligible for a SLA Credit, Customer must: (a) open a trouble ticket within 2 weeks of the day AT&T failed to meet the SLA performance objective or that customer otherwise became eligible for the SLA service credit.; (b) notify AT&T in writing of a claim within 30 days of the performance objective failure via the AT&T BusinessDirect® portal (<https://www.businessdirect.att.com>). All claims submitted by Customer shall include the AT&T trouble ticket number or provisioning order number, date and time of the Outage or the other event that Customer believes makes it eligible for a SLA credit. AT&T shall verify and determine Customer's eligibility for a SLA service credit.

1.1.3. SLA Claims Limitations

Any SLA credit paid to Customer shall constitute the sole and exclusive remedy available to Customer for a failure by AT&T to meet a performance objective. Customer may only receive Service credits equal to one (1) month's Covered Charge for any affected PSAP in a given calendar month.

1.2. SLA Exclusions

SLAs do not apply if Customer and AT&T agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.

AT&T is not responsible for failure to meet an SLA resulting from:

- Negligent conduct or misuse of the Service by Customer;
- The failure or deficient performance of power, equipment, services or systems not provided/maintained by AT&T;
- The conduct or performance of a third party service provider providing service to Customer;

- A PSAP/Host location that has not been actively in-use (e.g., calls made to or from the PSAP/Host location) for a minimum of 30 calendar days; provided, however, such exclusion does not apply to the On Time Provisioning SLA.);
- Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair; • Force Majeure;
- Service interruptions, deficiencies, degradations or delays:
 - o Due to network or LAN components not provided by AT&T;
 - o

Due to ESInet network connections or local access where complete physical access and POP diversity to the PSAP or Host location is not provided; o Due to access lines or Customer Premise Equipment ("CPE"), whether provided by AT&T or others (except as specifically provided in a particular SLA), including CPE trunk volume;

- o Due to actions taken by Customer resulting in call quality issues (e.g., CPE trunk volume power too high/low, customer equipment.);
- o Due to the failure of PSAP call handling equipment and software; o Due to the time period when AT&T or its agents were not afforded access to the premises where access lines associated with the AT&T transport service are terminated or AT&T CPE is located; o During Maintenance of a Service Component, or for the implementation of a Customer order; o Due to insufficient bandwidth/concurrent call capacity ordered by Customer. (See table in section 2.2 ESI Network Connections of the Service Guide for ESInet Network Connections); o Due to faults or failures by Originating Service Providers; o Due to testing and/or repair related to the use of a Service Component by Customer; o Due to failed test call(s) of less than 10 (ten) seconds; and
 - o When a PSAP receives less than 20 calls per day for purposes of the Voice Quality SLA.

For all SLA claims, if the same occurrence causes AT&T to fail to meet more than one SLA applicable to a Customer Site, Customer is eligible to receive a credit under only one SLA. Additionally, Customer may receive:

- Credits for an affected Customer Site in a given month equal to the total discounted monthly Covered Charge for the Site in a given calendar month.

Use of Alternate Service: If Customer elects to use another means of communications during the period of interruption, Customer is solely responsible for the alternate communication service, including any associated charges.

2. Service Level Agreement Performance Objectives

2.1. SLA On-Time Provisioning

The performance objective for the On-Time Provisioning SLA relates to activating a new PSAP or Host location for the Service by the Service Activation Committed Date. The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed Service and/or Service Component will be made available to customer. The Service Activation Date for the Service is the date AT&T provides notice that the Service is available for use by the PSAP or Host location. ("Service Activation"). If AT&T does not meet this performance objective for On-Time Provisioning SLA, Customer may be entitled to a one time SLA credit equal to one (1) month's discounted MRCs for call routing service for the applicable Service site, after the Service Activation is completed.

2.2. Service Availability/Time to Restore SLA

The performance objective for the Site Availability/Time to Restore SLA is for the Service Site Availability to be 100%.

Time to Restore is measured from when a trouble ticket is opened by AT&T Customer Care and Customer releases the affected Service Component(s) to AT&T (in cases where it is necessary for AT&T to diagnose and/or restore a Service Component into use) until the time AT&T Customer Care makes its first attempt to notify Customer that the issue has been resolved and the Service Components are restored and available for Customer to use.

If AT&T does not meet this performance objective, Customer may be eligible for a Site Availability/Time to Restore SLA credit equal to the Customer's total discounted MRCs for call routing services for the affected PSAP sites, multiplied by a percentage based on the duration of (Time to Restore) the Outage, as set forth in the Site Availability/Time to Restore SLA Credit Table below.

Site Availability/Time to Restore SLA Credit Table		
Time to Restore - Equal to or Greater Than	Time to Restore - Less than	Credit Percentage
1 minute	2 hours	5%
2 hours	4 hours	10%
4 hours	8 hours	15%
8 hours	16 hours	20%
16 hours	> 16 hours	40%

2.3. PSAP Call Delivery

The performance objective for the PSAP Call Delivery SLA is for calls received into the Service in any given calendar month delivered to a Valid Destination.

The PSAP Call Delivery SLA is not met in a calendar month if AT&T fails to deliver to a Valid Destination:

- one (1) or more call(s) if fewer than 100,000 calls are presented in a calendar month, or
- more than 001% of the total calls if 100,000 or more calls are presented in a calendar month.

If AT&T does not meet this performance objective and fails to remedy the issues within one (1) month following the month AT&T did not meet its performance objective, Customer may be entitled to a one time SLA credit equal to 5% of the discounted MRCs for call routing services for the impacted PSAP.

2.4. SLA Voice Quality

The performance objective for Voice Quality SLA is for the Daily Predicted MOS (PMOS) value per PSAP to be 3.5 or more for G.711 codec as measured by AT&T, where the ideal PMOS score for the G.711 codec is 4.3. The Service will monitor the IP audio packets from Aggregation sites (from the AT&T ESInet demarcation point) into the Core Call Processing Nodes and from the PSAP (from the Customer demarcation point) into the Core Call Processing Nodes. The Daily PSAP PMOS value will be based on an average of the per call PMOS scores over a 24-hour calendar day.

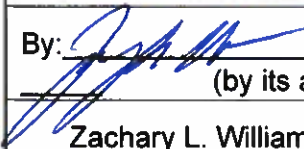
If AT&T does not meet this performance objective and the Voice Quality SLA falls below the performance objective for three consecutive days in a given calendar month and AT&T is unable to restore Service to meet the performance objective within 30 days of the failure, the Customer may be entitled to a one time SLA credit equal to 5% of the discounted MRCs for call routing service for the impacted PSAP(s).



**AT&T E 9-1-1 SERVICE
Pricing Schedule**

CUSTOMER Legal Name ("Customer")	AT&T ("AT&T")
DeKalb County, Georgia	Bellsouth Telephone Company, d/b/a AT&T Enterprises, LLC
CUSTOMER Address	AT&T Address
Street Address: 1300 Commerce Drive City: Decatur State / Province: GA Country: USA Domestic / Intl / Zip Code: 30030	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
CUSTOMER Contact (for Contract Notices)	AT&T Branch Sales Contact Information
Name: Carina Swain Title: Director Telephone: 4706056835 Email: crswain@dekalbcountyga.gov	<input type="checkbox"/> Primary Sales Contact Name: Jason Eckenstein Street Address: 1600 Williams Street City: Columbia State / Province: SC Country: USA Domestic / Intl / Zip Code: 29201 Telephone : 8038736225 Email : je4856@att.com Sales/Branch Manager: Matt Blanchet SCVP Name: 2014120318
CUSTOMER Billing Address and Contact	
Street Address: 1960 W Exchange PL City: Tucker State / Province: GA Country: USA Domestic / Intl / Zip Code: 30084 Contact Name: Carina Swain Title: E911 Director Telephone: 4706056835 E-mail: crswain@dekalbcountyga.gov	

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

CUSTOMER	AT&T
By:  (by its authorized representative)	By: <u>Lana Tolbert</u> (by its authorized representative)
Zachary L. Williams (Typed or Printed Name)	Lana Tolbert (Typed or Printed Name)
Executive Assistant/Chief Operating Officer (Title)	Contractor Contract Specialist, as signer for AT&T (Title)



**GENERAL TERMS APPLICABLE TO AT&T PUBLIC
SAFETY HOSTED E9-1-1 SERVICE**

(Date) <u>6/13/24</u>	(Date) 19 Jun 2024
-----------------------	--------------------

SN353K

ATTUID: <u>DW8589</u> Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 1 of 7	ROME Opportunity ID : <u>012815</u> Updated:
---	---	--

This Pricing Schedule is part of the Agreement between Bellsouth Telephone Company, dba AT&T Enterprises, LLC and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

SERVICE: An enhanced 9-1-1 ("E 9-1-1") Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling

Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work at Customer PSAP Sites; will train Customer's employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: Bellsouth Telephone Company, d/b/a AT&T Enterprises, LLC.

TERM: The Pricing Schedule Term shall begin on Cutover and continue to the latter of: (a) 5 years from Cutover; or (b) until such time as no Service Components are provided to Customer under this Pricing Schedule.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under an AT&T Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Network Transport Components: The 9-1-1 tariff prices apply to trunking between AT&T Premises and the Customer PSAP Sites.

9-1-1 Database Components: Customer will provide Enhanced 9-1-1 utilizing AT&T's Tandem/Selective Router and utilizing the Automatic Number Identification system and the Automatic Location identification system. The charges and terms and conditions for these features are listed in the AT&T Tariff or Guidebook, as may be modified from time to time.

Other Components: Customer will also order the following Service Components on terms and conditions set forth in the applicable AT&T Tariff or Guidebook.

- I. AT&T Bandwidth Services provided under an "AT&T Integrated Data Services Pricing Schedule" II. AT&T VPN Service provided under an "AT&T VPN Pricing Schedule"
- III. AT&T Managed Internet Service provided under an "AT&T Managed Internet Service Pricing Schedule"
- IV. AT&T Managed Router Solution provided under an "AT&T Managed Router Solution Pricing Schedule"
- V. Point-to-point DS-1 Service provided under an "ILEC Intrastate Services Pricing Schedule Pursuant to Custom Terms"

ATTUID: <u>DW8589</u> DeKalb County Contract Public Safety Hosted Pricing Schedule	AT&T and Customer Confidential Information Page 2 of 9	ROME Opportunity ID : <u>012815</u> Updated:
---	---	--



GENERAL TERMS APPLICABLE TO AT&T PUBLIC SAFETY HOSTED E9-1-1 SERVICE

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

Description	Quantity of Positions	Non-Recurring Costs	Monthly Recurring Costs
One-Time Fees and Year One Subscription Fees	30	\$ 542,198.40	\$57,491.57
Year Two Subscription Fees	30	\$ 0.00	\$57,491.57
Year Three Subscription Fees	30	\$ 0.00	\$57,491.57
Year Four Subscription Fees	30	\$ 0.00	\$57,491.57
Year Five Subscription Fees	30	\$ 0.00	\$57,491.57
Totals:		\$542,198.40	\$3,449,494.20
Total 5-Year Contract:			\$3,991,692.60

Other:

Description	Per hour rate
Custom Report Development*	\$400.00

* Will require a Statement of Work.

Payment Terms:

- (1) Charges for Host Locations not due until Hosts are installed and accepted and first PSAP is on-line and accepted.
- (2) PSAP Location: Charges Per Position not due until PSAP installed and accepted:

Service Plan Payment Terms: Monthly Payments Annual Payments Financing: **(Name of Leasing Company)**

Monthly Price: \$ ___ Annual Price: \$



**GENERAL TERMS APPLICABLE TO AT&T
PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.

"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed and certain elements of the Service are performed.

"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement

"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to repossess the Customer End User Equipment at a mutually agreeable date and time. **"Equipment"** unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement. **"Statement of Work"** or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in



**GENERAL TERMS APPLICABLE TO AT&T
PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, notify Customer in writing to correct Customer's failure and if Customer fails to do so in a timely manner, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services if Customer fails to make the corrections identified by AT&T. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as

AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) **Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE< NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.



**GENERAL TERMS APPLICABLE TO AT&T
PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer As To Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T

personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination,



**GENERAL TERMS APPLICABLE TO AT&T
PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from

continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: []



**GENERAL TERMS APPLICABLE TO AT&T
PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

Description	Qty
APEX Concurrent License	30
APEX Control Center Instance (Included)	1
APEX Control Center Events History	1
APEX Control Center Analytics	1
APEX Control Center Seat Map	1
APEX Control Center Video Board	1
APEX Responder Connect	30
APEX Translation & Transcription*	30
APEX Emergency Call Triage**	30
Deployment & Training Fees	1
Standard Integration Package (3 Included)	1
Bill of Materials (Hardware)	1
Intel Core i7, 16GB RAM, 128GB HDD, 2x Port INTEL NIC, Win11, Mouse & Keyboard (minimum specs)	48
Dell Precision 3581 - 15.6" - Intel Core i7 - 13700H - vPro Essentials - 16 GB RAM - 512 GB SSD	12
Dell Pro KM5221W - keyboard and mouse set - QWERTY - US - black	12
Samsung QN65QN90CAF QN90C Series - 65" Class (64.5" viewable) LED-backlit LCD TV - Neo QLED - 4K	1
24" with 1920x1080 pixels	48
USB Speaker for audio alerting	48
CAT6 ethernet, unshielded, wired to the rack in Comms Room (Minimum 2 runs per position)	48
CAT6 ethernet, patch cable, (2) required 10 ea, for PC (1) and SMD (2)	48

Carbyne Trigger Module (CTM), RJ45 POE connect on required	4
POE Injector	4
Cordless Base Unit with PTT Remote, QD headset compatible, PJ-7 adapter	48
Connectivity 2x10MB AVPN	2
PSSE Routers - 8200L	2
PSSE Switches - PoE	4
Day 2 Monitoring - Fujitsu	2
PSSE Day-2 Network Monitoring Annual	
AT&T Maintenance Annual	
AT&T Supplied Router/Switch/Firewall	



**GENERAL TERMS APPLICABLE TO AT&T
PUBLIC SAFETY HOSTED E9-1-1 SERVICE**

Bill of Materials for Equipment and Services

Tripp Lite Surge Protector Power Strip 120V 6 Outlet 6' Cord 790 Joule Black	48
Floor UPS, (4) NEMA 5-15R outlets, (1) NEMA 5-15P inlet, minimum 15 minutes run me	48
UPS 8X5XNBD Maintenance & Support	48
Headset, monaural, noise canceling, QD-connector	48
Corded pigtail adapter, RJ9 or USB connect on	48

* APEX Translation and Transcription has expected availability date Q3 2024.

** APEX Emergency Call Triage is on the product roadmap but does not have a general availability date at this time. The actual date of general availability for both features, and the price at that time may change. General availability of the features and passing the AT&T lab testing are pre-conditions to implementing either feature for DeKalb County. Annual subscription fees will be pro-rated accordingly if the Translation and Transcription is not ready at the Customer's scheduled go-live date. APEX Emergency Call Triage will be available at 100% discount for Dekalb County for this initial five year Contract Term.

End User License Agreement

Carbyne Terms and Conditions

These Carbyne Terms and Conditions ("**Agreement**") govern your access to and use of the Solution offered by us or our Affiliates. By using the Solution, or upon your agreement to the Order Form for the Solution, you indicate you have read, understand and agree to the terms and conditions of this Agreement. If you use the Solution on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. "**Carbyne**", "**us**", "**we**" or "**our**" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de

RL de CV, as specified on the Order Form, on behalf of itself and its Affiliates, and "**Customer**", "**you**" and "**your**" refers to the customer signing below.

DEFINITIONS

Affiliates means any other person that directly or indirectly controls, or is controlled by or under common control with a party, with 'control' as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.

Authorized User means you or your employees, consultants, agents or contractors who are granted access to the Solution by you as part of their support of your internal business or operations.

Confidential Information means information (whether oral, written or in some other tangible form) disclosed by one party (the "disclosing party") to the other party (the "receiving party") that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential, is by its nature confidential or relates to the business or affairs of the disclosing party.

Documentation means the then-current standard product sheet provided or made available by us with respect to the Solutions which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.

Intellectual Property Rights means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill relating or attached thereto, all derivative works and all extensions and renewals thereof.

License Designation refers to the permitted Software installation and Solution use rights as follows: (a) **Primary License**: you may install the Software on your workstations up to the number of licenses specified on the Order Form and access and use the Solution from such workstations.

v.1 AT&T MSA

(b) **Backup License**: you may install the Software on your backup workstations up to the number of licenses specified on the Order Form and access and use the Solution from such workstations only for backup purposes.

(c) **Concurrent License**: you may install the Software on your workstations up to the number of licenses specified on the Order Form, and you may access and use the Solution from only up to 50% of such workstations at any given time (unless otherwise indicated in the Order Form).

If no License Designation is provided on the Order Form, the License Designation is considered a Primary License.

Order Form refers to the ordering document, such as a quote, agreed to in writing between you and us which is subject to this Agreement and describes the Solution (including the number of Software licenses, as applicable) and Support Services you wish to purchase from us and the applicable fees.

Platform means the hosted platform, software as a service and/or other hosted product or service which we or our Affiliate(s) make available to you pursuant to this Agreement. The Platform excludes Software.

Privacy Policy means the policy found at <https://carbyne.com/app-privacy-policy/>, which describes how we use personal data you and your Authorized Users provide to us, including personal data which is shared with us in connection with your use of the Solutions.

Solution means the Software and Platform which we or our Affiliate(s) make available to you pursuant to this Agreement. The Solution does not include Third Party Content.

Software means the software in object code we provide to you for download under this Agreement which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with the Support Terms and Service Level Agreement. Software excludes the Platform.

Subscription Term means the duration of your subscription to use the Solution specified in the applicable Order Form.

Support Services means the maintenance and support services provided in connection with your use of the Solution in accordance with the Support Terms and Service Level Agreement.

Support Terms and Service Level Agreement (or SLA) means the document provided by us describing the Support Services provided by us, which includes our commitment regarding the performance of the Platform, as updated and which is incorporated into this Agreement by this reference.

Supplemental Terms means additional terms and conditions that apply to specified products and services or address

specific requirements, as mutually agreed upon between the parties in writing, which are made part of this Agreement.

Third Party Content means applications, materials, services, data and information, such as location, which are provided by a third party and is made available to you through your use of the Solutions.

Your Data means data (including personal data of callers), records, reports, recordings and files you or your Authorized Users enter into the Solution, including the content of any message, video, or chat sent or received using the Platform, or which are otherwise generated by you or your Authorized Users through access or use of the Solution. Your Data includes log information from your use of the Platform, such as log data from your use of the Solution which is stored in Events History. Your Data does not include Third Party Content.

1. USE AND LICENSE OF PRODUCTS

- 1.1. Carbyne offers a Solution comprised of a cloudbased Platform accessed by Authorized Users through Software installed on an Authorized User's computer. During the Term, provided you are current in your payment obligations, we grant you: (i) the right to access the Platform through the Software; (ii) a non-exclusive, non-transferable, nonsublicensable, limited, revocable right to download, install and use the Software solely for purposes of exercising your rights to access the Platform as part of the Solution. In accordance with the specified License Designation, you may install the Software up to the number of licenses set forth in the Order Form, and you may access and use the Solution for your internal business purposes only. If we provide you with hardware or equipment for your use with the Solution, unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, you are required to promptly return the hardware or equipment to us.
- 1.2. You are responsible for obtaining and maintaining your own IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers and operating systems) and for the security of your systems, including the Software installed on your systems, and will take commercially reasonable steps to exclude malware, viruses, spyware and Trojans from your systems. You and your Authorized Users may use the Platform to send and receive messages, and you are solely responsible for any such messages and their content.
- 1.3. You may permit Authorized Users to access and use the Solution and Documentation provided you are responsible for: (i) ensuring all Authorized Users use the Solution and Documentation only for support of your internal business and operations in accordance with this Agreement, and (ii) any unauthorized use of the Solution or any breach of this Agreement by an Authorized User.
- 1.4. As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in and to the Solution, Support Services, Professional Services and Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Solution and Documentation or any other components or content, or to use

any of our Intellectual Property Rights in any way not expressly permitted by us.

- 1.5. As part of your use of the Solution and Support Services, you may receive access to Third Party Content. You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content. We make any Third Party Content available "AS IS" without support (unless otherwise specified), representations or warranties of any kind. We may suspend or terminate provision or availability of any Third Party Content at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.

2. Orders and Fees

- 2.1 Orders for the Solution, and any related services, are placed when you agree in writing to an Order Form issued by AT&T. Order Forms for Carbyne Software, Platform and services are subject to this Agreement. Unless otherwise set forth in the applicable Order Form or Supplemental Terms, delivery of the Solution occurs when we make the Software and Platform available to you.

3. Professional Services

- 3.1 You may request professional services, such as installation and integration services, in connection with your use of the Solution ("Professional Services"). A description of the Professional Services will be set forth in a Statement of Work ("SOW"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.
- 3.2 Any changes or modifications to Professional Services will be as mutually agreed in writing in an amendment to the SOW, including any associated changes to fees for Professional Services.

4. Your Obligations and Restrictions

- 4.1 You represent and warrant (i) that no third party agreement prevents you from using the Solutions as contemplated under this Agreement; (ii) you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all Software license keys and login credentials used by Authorized Users in connection with use of the Software and Platform.
- 4.2 You shall not, directly or indirectly: (i) attempt to infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices of Carbyne contained on or in Solution or Documentation; (iv) copy any part or content of the Solution or of the Documentation other than for your own internal business purposes (except as specifically permitted in this Agreement); (v) use the

Solution or any part thereof to build a competitive product or service; (vi) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Solution or any data accessed or created by the Solution to any third person (except to the extent expressly permitted in this Agreement); (vii) permit other individuals or entities to create links to the Platform or Solution, or "frame" or "mirror" the Platform on any other server, or wireless or Internet-based device, or otherwise make available to a third party any token, key, password or other login credentials to the Solution; (viii) transmit software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment into the Platform or Carbyne's network environment; (ix) use the Solution or Third Party Content in violation of any applicable law or regulation or any rights of any person. You shall provide us with reasonable assistance to prevent the occurrence of any such activities by any third parties.

4.3 Furthermore, you shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam").

5. Platform Availability and Support

5.1 You may request Support Services, as described in the Support Terms and Service Level Agreement. We will make the Platform available to you in accordance with the SLA, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Platform, your only remedy is as set forth in the SLA or to cease use of the Platform. Our obligations and commitments in the Support Terms and Service Level Agreement only apply to the Solution and not to any other hardware, equipment, software, products or services.

5.2 We may at any time: (i) introduce new or additional products and services, (ii) update the Solution to improve or add features or functionalities to the Solution, or (iii) modify the Solution to cease providing a feature or functionality. We will make available to you any additional terms applicable to new or enhanced products and services in advance. If we materially degrade or remove a functionality from the Solution that affects your use of the Solution, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from

the effective date of the termination, less any applicable discounts not earned as of the effective date of the termination. Your continued use

of the Solution after the effective date of any change is deemed as acceptance of the modified Solution. We may also share information about future enhancements or other changes to the Solution in advance, but you should not rely upon this information when deciding to subscribe. Your decision to subscribe should be based upon the functionality available at the time you are making that decision and not on any potential future functionality.

6. Confidentiality

6.1 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

6.2 Confidential Information excludes any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

7. Data, Data Privacy

7.1 Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Solution. We may use contact information you provide to us to

communicate with you about the Solution and send you information we think may be of interest to you based on your marketing communication preferences. Our use of your personal data remains subject to the Privacy Policy. The parties may enter into additional Supplemental Terms governing data privacy, if necessary to comply with applicable privacy laws.

7.2 You grant us a license to use, reproduce, transmit and analyze Your Data, solely as required to provide the Solution to you (including performance of operations by the Solution in accordance with Documentation and this Agreement), and to provide Support Services and Professional Services. You retain all rights, title and interest, including Intellectual Property Rights, in and to Your Data. You are solely responsible for all Your Data. You represent and warrant that you own all Your Data, or you have all consents and rights that are necessary to share Your Data with us and to grant us the rights to Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data through the Solution, nor our use of Your Data to provide the Solution, Support Services or Professional Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.3 Unless you provide us with written instruction otherwise, we will retain Your Data which you submit to the Platform or which is recorded or stored in the course of your use of the Solution, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that you acknowledge you are responsible for your compliance with any applicable data retention laws. Your Data is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, you may download Your Data which has been stored on the Platform. You will be solely responsible for the retention of such data for any applicable retention periods and for the purposes of any subsequent data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after you download Your Data.

7.4 We may create anonymized and aggregated statistical data from your usage of the Solution, which does not include your personal data. We may use such anonymized and aggregated data for our

own purposes, such as to develop and improve the Solution, to develop new services or products, and to identify usage trends.

8. Compliance

8.1 You agree to use the Solution in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.

8.2 You agree to report any known or suspected misuse of the Solution to us. We have the right to monitor your use of the

Solution (but not Your Data) to verify your compliance with this Agreement at any time. If your use of the Solution exceeds the License Designation, we will provide you with notice of any additional fees or increases in the annual subscription fee for the next annual period. Furthermore, if we reasonably believe that you are using the Solution in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Solution (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

9. Warranties; Disclaimer

9.1 Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.

9.2 We warrant that the Solution provided to you under this Agreement are in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Agreement, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to repair or restore the non-conforming Solution so that it conforms to this warranty, or (ii) if such repair or restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Solution and refund to you any prepaid amounts for such Solution on a pro-rata basis for the remainder of the Term.

9.3 YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND YOU MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER.

9.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE PROVIDE THE SOLUTION (INCLUDING ANY INFORMATION AND DATA MADE AVAILABLE THROUGH THE SOLUTION OR ANY FEATURE), SUPPORT SERVICES AND DOCUMENTATION TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. YOUR USE OF THE SOLUTION AND ANY INFORMATION OR DATA MADE AVAILABLE TO YOU IS AT YOUR DISCRETION. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL

SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

10. Our Indemnity; Customer Responsibilities

10.1 Provided you comply with Section 10.2 below, we will defend you from any claims brought by a third party alleging your use of the Solution in accordance with this Agreement infringes their Intellectual Property Rights ("IP Claim"). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the Solution outside the scope of this Agreement; (ii) combination or use of the Solution with third party equipment, hardware, materials, components or applications; or (iii) use of the Solution after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and liability in connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 10.1.

10.2 To receive the benefit of Section 10.1, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Software and Platform which is subject to the IP Claim.

10.3 You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Solution and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Solution with Your Data and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 4 (Your Obligations).

11. Limitation of Liability

11.1 NOTHING IN THIS AGREEMENT LIMITS A PARTY'S LIABILITY FOR WILLFUL MISCONDUCT OR FRAUD, BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, ITS RESPECTIVE OBLIGATIONS UNDER SECTION 10 (INDEMNITY; RESPONSIBILITIES), OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

11.2 SUBJECT TO SECTION 11.1, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU TO US DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES.

11.3 SUBJECT TO SECTION 11.1, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING YOUR DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Term; Termination

12.1 The Subscription Term and start date are set forth on the Order Form. The subscription shall automatically renew for additional 12 month periods (each a "Renewal Term") after the initial Subscription Term unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Order Form or unless the Agreement is terminated in accordance with the terms of this Section 12.

12.2 Either party may terminate an Order Form or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Solution. Outstanding Order Forms are automatically terminated upon termination of this Agreement.

12.3 Upon expiration of the Subscription Term or termination of the Order Form, any outstanding fees shall become due and payable, and you will immediately cease use of the affected Solution. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential Information in your possession (and certify in writing you have done so). Sections 1.4, 1.5, 6, 7, 9.3, 9.4, 10,11,12.3 and 14 shall survive any expiration or termination of this Agreement.

1. Betas; Evaluations

13.1 We may enable you to access and use the Software and/or Platform for beta-testing, evaluation, preview or any other free of charge purposes (collectively, "Free of Charge Services"). If we do so, you may use Free of Charge Services only for the purpose of evaluating their functionality and to provide feedback to us (which we may use freely). You may

not use Free of Charge Services to process any personal data, and any production use is at your own risk. Any use of the Free of Charge Services by you or by your Authorized Users is provided "AS IS" WITHOUT WARRANTY OF ANY KIND AND "AS AVAILABLE". The SLA and any security standards in this Agreement do not apply to Free of Charge Services. We may, at our discretion and without notice, change, limit or discontinue any Free of Charge Services, including your access and use. Our entire liability for all claims, damages and indemnities arising out or related to your use of Free of Charge Services will not exceed in the aggregate USD \$1,000.00 (or equivalent in local currency). We have no obligation to make Free of Charge Services generally available.

14. General

- 14.1 The Solution is a commercial product that was developed exclusively at private expense. If the Solution is acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Solution is considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. The Solution may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Unless otherwise expressly required, we will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.
- 14.2 Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.
- 14.3 All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.
- 14.4 We may, with your prior approval, reference you as a customer or user of our products in our publicity or general marketing communications and activities.

contract under your state law, then your state law shall apply to this Agreement.

14.5 This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement, Supplemental Terms and an Order Form, the Order Form, then the Supplemental Terms, will take precedence to the extent of such conflict and only with respect to the applicable Solution, Support Services and any Professional Services under such Order Form and Supplemental Terms. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. **If this Agreement is provided in response to a request for bid or request for proposal ("RFP"), and such RFP includes a provision requiring that no conflicting terms shall apply, then such RFP terms shall apply only to the extent of any conflict with this Agreement.**

- 14.6 You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.
- 14.7 Some of our licensors and suppliers may be thirdparty beneficiaries under this Agreement.
- 14.8 If you provide any ideas or feedback regarding any products and services offered by Carbyne (including Free of Charge Services), such as suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), we may use Feedback freely.
- 14.9 This Agreement is governed by the laws of the State of Georgia, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in DeKalb County, Georgia. Notwithstanding the foregoing, if you are a public entity and your state law requires you to

Hardware Addendum

The parties agree to the terms of this Hardware Addendum ("Addendum") which are supplemental to the Agreement and govern any sale and use of third party equipment and related services which Customer purchases through AT&T or Carbyne. In the event of a conflict between the Agreement and this Addendum, this Addendum will take precedence and apply to the extent of such conflict as it applies to Customer's purchase of equipment and any related services.

1. Any orders for third party equipment will be as mutually agreed upon in an Order or other ordering documents from AT&T ("Sales Order"), and payment terms are in accordance with the Order. In the event Customer purchases third party equipment through Carbyne, Customer acknowledges Carbyne will purchase such equipment for Customer through Carbyne's preferred vendor ("Vendor"), which will ship the equipment to Customer directly. Title and risk of loss to such equipment will pass to Customer upon delivery of such equipment to the site(s) specified by Customer. In the event of any loss or damage to the equipment during transit, Customer's sole remedy is redelivery of replacement equipment.
2. Customer acknowledges use of the equipment is governed by terms and conditions provided by the manufacturer. Accordingly, Customer agrees to such terms and conditions between Customer and the respective manufacturer, as applicable.
3. All third party equipment is sold only with warranties provided by the manufacturer. CARBYNE PROVIDES ANY THIRD PARTY EQUIPMENT AND ANY RELATED DOCUMENTATION AND SERVICES "AS-IS" AND CARBYNE MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT AND RELATED DOCUMENTATION AND SERVICES. CARBYNE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. Support and maintenance services for equipment may be offered to Customer by Vendor, as indicated on the Sales Order. For the duration such support services are offered by Vendor under the Sales Order, Customer may contact Carbyne for initial support inquiries, but Carbyne will redirect such inquiries to Vendor at its sole discretion and Customer and Vendor will work together to resolve any support and maintenance issues. Customer acknowledges Carbyne has no further support and maintenance obligations with respect to the equipment. Customer may also purchase additional support from the manufacturer, if available. Customer grants Carbyne and Vendor the right to monitor equipment such as switches and routers which facilitate and route calls received by Customer to enable Carbyne and Vendor to provide support services.
5. Notwithstanding anything to the contrary in the Agreement, Carbyne disclaims, and Customer releases Carbyne from, any and all liability in connection with, relating to, or arising from Customer's purchase and use of any third party equipment (including any related documentation and services), whether such third party equipment is purchased through Carbyne or otherwise. WITH RESPECT TO USE OF THE EQUIPMENT (INCLUDING RELATED DOCUMENTATION AND SERVICES), IN NO EVENT WILL CARBYNE BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CUSTOMER DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.